

Home Office located at: Pasadena, California
Adm. Office located at: 4333 Edgewood Road N.E., Cedar Rapids, Iowa 52499



# Single Premium Deferred Annuity Income Payable at Annuity Commencement Date Non-Participating

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Option			

- Please examine your policy and the attached copy of the application carefully.
   Contact your agent if you desire additional service or information.
- If you change your address, please notify us at the home office giving your full name and policy number.
- Your policy is a valuable asset. For your own protection, let us advise you regarding any suggestion to terminate or exchange this policy.

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A Stock Company (Hereafter called: we, our or us)

#### We Agree

- To provide annuity benefits set forth in this policy,
- Or to pay the refund at death or withdrawal benefits in accordance with Section 6A of this policy.

These agreements are subject to the provisions of this policy. This policy is issued in consideration of the application and payment of the single premium.

This Contract may be issued to qualify as a tax deferred annuity under the applicable sections of the Internal Revenue Code when specified in the application.

#### 10 Day Right to Cancel

You may cancel this policy by delivering or mailing a written notice or sending a telegram to us. You must return the policy before midnight of the tenth day after the day you receive it. Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage prepaid. We must return all payments made for this policy within ten days after we receive notice of cancellation and the returned policy.



Premium

Signed for us at our home office.

George R. Bokusky

Secretary

Robert E. Rondowski

This policy is a legal contract between the policy owner and the company.

**READ YOUR POLICY CAREFULLY** 

Single Premium Deferred Annuity
Income Payable at Annuity Commencement Date
Non-Participating

## Section 1 DEFINITIONS

ANNUITANT The person to whom annuity payments will be made.	INITIAL CURRENT EFFECTIVE INTEREST RATE The Initial Interest rate set forth on the Policy Specifications Page. This interest rate is guaranteed during the first Policy Year.
ANNUITY COMMENCEMENT DATE  Date the annuitant will begin receiving payment form this annuity.	LOWER LIMIT  The effective annual interest rate shown and described.
ANNUITY PURCHASE VALUE Amount that can be used to fund one of the Settlement Options.	POLICY YEAR The 12 month periods following the Policy Date of the contract. The first Policy Year starts on the Policy Date. Each subsequent year starts on the anniversary of the Policy Date.
<b>BENEFICIARY</b> The person to whom payments will be made if the annuitant dies.	SETTLEMENT OPTIONS Options through which the distribution of the Annuity Purchase Value is directed.
CASH VALUE Amount that can be withdrawn if the annuity is surrendered.	YOU, YOUR The owner of this policy. Unless otherwise specified in this policy, the annuitant, the owner and the applicant shall be one and the same person.

#### Section 2

#### A. The Contract

The entire contract consists of this policy and the attached application. All statements in the application, in the absence of fraud, are representations and not warranties. No statement will cause this policy to be void or be used in defense of a claim unless contained in the application.

#### B. Modification of Policy

No change in this policy is valid unless made in writing by us and approved by one of our officers. No agent has authority to change or waive any provision of your policy.

#### C. Non-Participating

This policy will not share in our surplus earnings.

#### D. Age or Sex Corrections

If the age or sex of the annuitant has been misstated, the benefits will be those which the premium paid would have purchased for the correct age and sex. Any underpayment made by us will be paid with the next payment. Any overpayment made by us will be deducted from future payments.

#### E. Incontestability

This policy shall be incontestable from the policy date.

#### F. Evidence of Survival

We have the right to require satisfactory evidence that a person was alive if a payment is based on that person being alive. No payment will be made until we receive the evidence. If the evidence is not furnished before the end of 5 years after such date, our liability and the rights of all parties shall be the same as if such person had died on the day before such date.

#### G. Settlement

Any payment by us under this policy is payable at our Home Office.

#### H. Rights of Owner

The owner may, while the annuitant is living:

- 1. Assign this policy in accordance with Section 2 (J).
- 2. Surrender the policy to us.
- 3. Amend or modify the policy with our consent.
- 4. Exercise, receive and enjoy every other right and benefit contained in the policy.

The use of these rights may be subject to the consent of any assignee or irrevocable beneficiary.

#### I. Option to Change Annuity Commencement Date or Settlement Option

You may change the Annuity Commencement Date at any time before the Annuity Commencement Date. You must give us 30 days written notice.

#### J. Assignment

- 1. This policy may be assigned. The assignment must be in writing and filed with us.
- 2. We assume no responsibility for the validity of any assignment. Any claim made under an assignment shall be subject to proof of interest and the extent of the assignment.
- 3. This policy may be issued to qualify as a tax-exempt annuity under certain sections of the Internal Revenue Code. This will be specified in the application. Ownership of this policy then is restricted so that it will comply with provisions of the Internal Revenue Code.

#### K. Beneficiary

You have the right to designate the beneficiary. You may change the beneficiary without consent unless irrevocably designated or required by law. The notice of change must be in writing on a form acceptable to us. If an irrevocable beneficiary dies, you may designate a new beneficiary. The change will take effect as of the date you sign it, whether or not you are living when we receive it. We will not be liable for any payment we make before the notice is received. If there is more than one beneficiary designated at your death and you fail to specify their interests, the will share equally.

If no contingent beneficiary is designated and the beneficiary dies while receiving or entitled to receive payments, any remaining payments will be made to the beneficiary's estate.

#### L. Protection of Proceeds

Unless you so direct by filing written notice with us, no beneficiary may assign any payments under this policy before the same are due. To the extent permitted by law, no payments under this policy will be subject to the claims of creditors or any beneficiary.



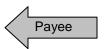




#### M. Payee

The payee of this policy shall be in this order:

- 1. The annuitant
- 2. The beneficiary as stated in the application unless changed as provided in this policy. If the beneficiary dies before the annuitant, his interest will vest in the annuitant.



#### N. Facility of Payment

No payment will be made to any payee who, in our opinion, is not capable of giving valid receipt and discharge for the payment. We may make payment, in installments of not more than \$50 per month, to the persons who, in our opinion, are caring for and supporting such payee. Such payment will be made until claim is made by a legal representative of such payee. Payment to such persons will discharge our liability to the extent of such payment. We will not be responsible for the proper use of the payments.

#### O. Proof of Age

We may require proof of the age of any person who has an annuity purchased under Options 3 and 5 of Section 5B before we make the first payment.

#### Section 3

#### A. Single Stipulated Premium

The single stipulated premium is due on the Policy Date. It is payable at our Administrative Office.

#### B. Annual Report

We will give you an annual report at least once each Policy Year.

#### Section 4

#### A. Annuity Purchase Value

The Annuity Purchase Value is the single stipulated premium increased by credited interest, less any amounts withdrawn and any premium taxes.

#### B. Cash Value

You may apply the Cash Value at any time to one of the Settlement Options. The Cash Value may be partially withdrawn or will be paid in the event of a total surrender of the policy. The Cash Value is the Annuity Purchase Value less the percentage of the Annuity Purchase Value as shown in the table below.

Policy Year	Percentage of Annuity	
	Purchase Value	
1	5%	
2	4%	
3	3%	
4	2%	
5	1%	
6 plus	0%	

You will never receive less than 100% of the total Single Premium Collected.





#### C. Adjustment to Cash Value

If the current interest rate declared by us is less than the Lower Limit specified, the Cash Value shall equal the Annuity Purchase Value. At such time, if any, that the current interest rate declared by us is equal to or greater than the Lower Limit, the Cash Value for partial and complete withdrawals shall again be determined as set forth.

#### D. Credited Interest

Credited Interest is the sum of all interest credits made on the balance of the Annuity Purchase Value. Interest is credited from the Policy Date to the date of termination or the Annuity Commencement Date. Interest will be compounded monthly to achieve at least the guaranteed effective annual interest rate of 5-1/2% during the first five policy years and 4-1/2% there after. We may declare a higher rate.

The initial current effective annual interest rate, set forth on the Policy Specification Page, will be credited for one year from the Policy Date. At that time we may declare a new current interest rate which will be credited for increments of at least one year.

#### E. Partial Withdrawals

Upon written application by you, the Company will allow withdrawals of a portion of, or all of, the Cash Value. Partial withdrawals may be made in amounts of \$250.00 or more. If a partial withdrawal reduces the remaining Cash Value below %500.00, the Company reserves the right to pay the full Cash Value.

After the first Policy Year, an amount up to 10% of the Annuity purchase Value may be withdrawn by you, one time in any twelve month period free of any interest penalty. These penalty free withdrawals must be separated by at least twelve months.

Free withdrawals will reduce the Annuity Purchase Value by the amount withdrawn. Excess withdrawals will reduce the Annuity Purchase Value by an amount equal to the ratio of the Annuity Purchase Value to the Cash Value (prior to the excess withdrawal) multiplied by the amount withdrawn.

We may delay payment of the Cash Value for up to 6 months after we receive your request.

#### F. Premium Taxes

Your state may impose a premium tax. It may be imposed when premium payment is made, on the Annuity commencement Date, or date of withdrawal. When permitted by state law, we will not deduct the tax until the Annuity commencement Date or date of withdrawal.

#### G. Values

The values are not less than the minimum values required by your state statutes.

#### Section 5

#### Applications of the Annuity Purchase Value or Cash Value

During the annuitant's lifetime, you may elect that all or any part of the Refund at Death, payable under 5-A-I, may be applied under any one of the Settlement Options or in any other manner agreed to by us.

If no election by you is in effect at the annuitant's death, the beneficiary may make the election within 60 days by writing us before any payment is made.



Settlement Option

#### A. Prior to Annuity Commencement Date

- I. Refund at Death If the annuitant dies before the Annuity Commencement Date, the Annuity Purchase Value will be paid to the beneficiary. This value will be calculated on the date we receive written notice. The beneficiary will receive a lump sum unless a Settlement Option has been elected.
- II. Withdrawal You may withdraw all or part of the Cash Value as set for in Section 4(B).

## Availability

#### B. On the Annuity Commencement Date

On the Annuity commencement Date, we will distribute the Annuity Purchase Value under one of the Settlement Options. The Automatic Settlement Option is Option 3, Life Income 10 Years Certain, unless you have elected another option. Payments will be made at 1, 3, 6, or 12 months intervals.

#### Option 1 - Interest Payments -

The Annuity Purchase Value may be left with us for any term agreed to. We will pay the interest in equal payments or it may be left to accumulate. Withdrawal rights will be agreed upon by you and us when the option is elected.

#### Option 2 - Income for a Specified Period -

Payments are made for the fixed period elected.

#### Option 3 - Life Income -

An election may be made between "No Period Certain", "10 Years Certain", "Guaranteed Return of Policy Proceeds", or "20 Years Certain".

#### Option 4 - Income of a Specified Amount -

Payments are made for any specified amount until the proceeds with interest are exhausted.

#### Option 5 – Joint and Survivor Annuity –

Payments are made during the joint lifetime of the payee and a nominee of your selection. Payments will be made as long as either person is living.

**Option 6** – The Annuity Purchase Value or the Cash Value may be used to purchase an annuity of any kind issued by us on the date this option is elected.

#### **Additional Options**

Other options may be arranged by agreement with us.

You may elect any of the options provided and may direct that the beneficiary shall not have the right to withdraw, assign or commute any sum payable under an option. In the absence of such election or direction, the beneficiary, after the death of the annuitant, may change the manner of payment or make an election of an option.

#### **Supplementary Contract**

Once proceeds become payable and a choice has been made, we will issue a supplementary contract in exchange for the policy. The contract will name the payees and will describe the payment schedule.

#### **Guaranteed Interest Rate**

Option 1, 2 and 4 are based on a guaranteed interest rate of 3%. Options 3 and 5 are based on a guaranteed interest rate of 2-1/2% using the 1949 Annuity Mortality Table.

#### **Current Settlement Options**

The amounts shown in the table in Section 7 are the guaranteed amounts. Current amounts may be obtained from us.

#### **Adjustment of Payments**

We reserve the right to change the frequency of payments to avoid making periodic payments of less than \$20.00.

Section 6

Table of Annuity Purchase Values and Cash Values, Based Upon the Guaranteed Effective Interest Rater;

And a Single Premium of \$10,000\*

End of Policy	Annuity	Cash Value	End of Policy	Annuity	Cash Value
Year	Purchase Value		Year	Purchase Value	
1	\$10,549	\$10,074	24	\$30,162	\$30,162
2	11,130	10,729	25	31,520	31,520
3	11,742	11,424	26	32,938	32,938
4	12,388	12,165	27	34,420	34,420
5	13,069	12,951	28	35,969	35,969
6	13,657	13,657	29	37,588	37,588
7	14,272	14,272	30	39,279	39,279
8	14,914	14,914	31	41,047	41,047
9	15,585	15,585	32	42,894	42,894
10	16,287	16,287	33	44,824	44,924
11	17,020	17,020	34	26,841	26,841
12	17,785	17,785	35	48,949	48,949
13	18,586	18,586	36	51,152	51,152
14	19,422	19,422	37	53,454	56,454
15	20,296	20,296	38	55,859	55,859
16	21,210	21,210	39	58,373	58,373
17	22,164	22,164	40	61,000	61,000
18	23,161	23,161	41	63,745	63,745
19	24,204	24,204	42	66,613	66,613
20	25,293	25,293	43	69,611	69,611
21	26,431	26,431	44	72,744	72,744
22	27,620	27,620	45	76,017	76,017
23	28,863	28,863			

Any applicable premium taxes will be deducted as described in Section 4. To determine the Annuity
Purchase Values and the Cash Values for a different single premium, divide the single premium by
10,000 and multiply this by the above Annuity Purchase Values and the Cash Values.

#### Section 7

#### **Guaranteed Settlement Options**

The amounts shown in these tables are the guaranteed amounts for the \$1,000 of the Annuity Purchase Value. Higher current amounts may be available at the time of settlement.

Opti	ion 2		Option 3 /	4	(	Option 3 l	3		Option 3 (	С
# of	Monthly	Male	Age	Female	Male	Age	Female	Male	Age	Female
Years	Amount									
Payable										
1	\$84.47	\$3.67	40	\$3.36	\$3.65	40	\$3.35	\$3.49	40	\$3.26
2	42.86	3.74	41	3.41	3.71	41	3.39	3.54	41	3.30
3	28.99	3.81	42	3.46	3.78	42	3.44	3.59	42	3.35
4	22.06	3.89	43	3.51	3.85	43	3.50	3.64	43	3.40
5	17.91	3.96	44	3.57	3.92	44	3.55	3.70	44	3.44
6	15.14	4.04	45	3.63	3.99	45	3.61	3.75	45	3.49
7	13.16	4.12	46	3.70	4.07	46	3.67	3.81	46	3.54
8	11.68	4.21	47	3.76	4.15	47	3.74	3.88	47	3.60
9	10.53	4.30	48	3.83	4.24	48	3.80	3.94	48	3.65
10	9.61	4.40	49	3.90	4.32	49	3.87	4.00	49	3.71
11	8.86	4.50	50	3.98	4.41	50	3.95	4.07	50	3.77
12	8.24	4.61	51	4.06	4.51	51	4.03	4.14	51	3.83
13	7.71	4.72	52	4.15	4.61	52	4.11	4.22	52	3.90
14	7.26	4.84	53	4.24	4.71	53	4.20	4.30	53	3.97
15	6.87	4.96	54	4.34	4.82	54	4.29	4.38	54	4.04
16	6.53	5.09	55	4.44	4.93	55	4.38	4.47	55	4.12
17	6.23	5.23	56	4.56	5.04	56	4.49	4.56	56	4.20
18	5.96	5.37	57	4.67	5.16	57	4.59	4.65	57	4.28
19	5.73	5.53	58	4.80	5.29	58	4.71	4.75	58	4.37
20	5.51	5.69	59	4.93	5.42	59	4.82	4.85	59	4.47
21	5.32	5.86	60	5.08	5.56	60	4.95	4.96	60	4.56
22	5.15	6.05	61	5.23	5.70	61	5.08	5.07	61	4.67
23	4.99	6.25	62	5.39	5.85	62	5.22	5.19	62	4.78
24	4.84	6.46	63	5.57	6.00	63	5.37	5.32	63	4.89
25	4.71	6.69	64	5.75	6.16	64	5.52	5.45	64	5.01
26	4.59	6.93	65	5.96	6.32	65	5.68	5.60	65	5.14
27	4.47	7.18	66	6.17	6.49	66	5.84	5.74	66	5.27
28	4.37	7.46	67	6.40	6.67	67	6.02	5.89	67	5.42
29	4.27	7.76	68	6.66	6.84	68	6.20	6.06	68	5.57
30	4.18	8.08	69	6.93	7.02	69	6.39	6.23	69	5.73
		8.43	70	7.22	7.20	70	6.58	6.41	70	5.90

The annual, semi-annual or quarterly installments under the Second Settlement Option shall be the monthly installment shown multiplied by 11.84, 5.06 or 2.99 respectively, and for the Third and fifth Settlement Options the monthly installment shown multiplied by 11.76, 5.95 or 2.99 respectively. First installment is payable at ages shown above.

Dollar amounts of monthly installments not shown in the above tables will be calculated on the same basis as those shown and may be obtained from the Company.



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#### **Amendatory Rider**

This rider is part of your policy. Its issue date is the same as the Policy Date of the policy to which this rider is attached.

#### **Death Prior to the Annuity Commencement Date**

If the annuitant dies before the Annuity Commencement Date, the Annuity Purchase Value must be paid out to the beneficiary within five years after the death of the annuitant.

Beneficiary

However, if the beneficiary is a natural person, he or she may elect a Settlement Option. The Annuity Purchase Value may be distributed over his or her lifetime, provided:

- 1. The distribution does not extend beyond the life expectancy of such beneficiary;
- 2. Such distribution begins not later than one year after the date of the annuitant's death.

Life expectancy is based on the appropriate life expectancy tables published by the United States Treasury Department, as amended.

Special Rule Where Surviving Spouse Is the Beneficiary If the beneficiary is the surviving spouse of the annuitant of the policy, then the policy may be continued with the spouse as the new owner/annuitant.

#### **Death on or After the Annuity Commencement Date**

If the annuitant dies on or after the Annuity Commencement Date and before the entire interest has been distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the annuitant's death.

All provisions of the policy that are not in conflict with this rider will apply to this rider. This rider will not otherwise vary, alter, or extend any terms of the policy.

George R. Bokusky

Secretary

Robert E. Rondowski

President



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#### **Amendatory Endorsement**

As this policy is issued to furnish the Annuitant with an Annuity at retirement within the provisions of Section 219 of the Internal Revenue Code as it now exists or may later be amended, as specified in the application, it is amended by the addition of the following provisions:

1. This policy is non-transferable. No portion of the Annuitant's interest in the policy can be transferred ≤ or assigned to any person other than us.



- 2. Benefit distributions must begin by April 1<sup>st</sup> of the year following the later of actual retirement or age 70-1/2. Payments received from this policy prior to becoming disabled or attaining age 59-1/2 will be subject to a 10% penalty tax in addition to any increase in the regular income tax which may result from including the distribution in gross income.
- 3. Cash loans will not be made by us from this policy.
- 4. The Annuitant will have at all times a 100% non-forfeitable interest in this policy.
- 5. The annual premium for this policy together with other policies qualifying under Section 219(b)(1) of the Internal Revenue Code cannot exceed \$2,000, and any refunds of premiums will be applied before the close of the calendar year following the year of the refund toward the payment of future premiums or the purchase of additional benefits.
- 6. Benefit payments may be made only; (a) in one lump-sum; (b) over the life of the Annuitant; (c) over the lives of the Annuitant and the spouse; (d) over a period certain not extending beyond the life expectancy of the individual; or (e) over a period certain not extending beyond the joint life and last survivor expectancy of the Annuitant and spouse.
- 7. A. If the beneficiary is not the surviving spouse:

If the Owner dies before benefit distributions have commenced, the entire interest must be paid out to the beneficiary within five years after the death of the Owner. However, if the beneficiary is a natural person, an election may be made to receive these distributions over their lifetime, provided: (a) the distribution does not extend beyond the life expectancy of such beneficiary; and (b) such distribution begins not later than one year after the date of the Owner's death.

B. If the beneficiary is the surviving spouse:

If the Owner dies before the benefit distributions have commenced, the surviving spouse may elect to have the annuity continued with the surviving spouse as the new owner in addition to the options set forth in Provision 7 above.

The preceding sentence shall have no application if the distributions over a term certain commenced before the death of the Owner and the term certain is for a period permitted under Provision 6 hereof.

George R. Bokusky
Secretary

Sobert E. Rondowski
President



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### **Contract Specification Page**

Name of Institution: TCF Bank, FDIC	St. Paul, MN	SL001144	1
Name of Institution	City and State	Branch Number	Annuity ID
Policy Number <u>A102-SAJ</u>			
Policy Date <u>3/1/CY-1</u> Ann	nuity Commencement Da	ate <u>3/17/CY+ 30</u>	·
• • • • • • • • • • • • • • • • • • • •	dividual Deferred Annui	ty	$\perp$ $_{\prime}$
Proposed annuitant	Date of Birth	Age	Annuitant
Mary Jefferson	August 19, CY	-53 52	_ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Proposed annuitant address			
1600 Arcade Street, St. Paul, MN 55106			
Owner if different from annuitant SSN	Address		
Primary beneficiary*	Relationship to an		Beneficiary
JoAnne Larson	Niece		_ \
Contingent beneficiary*	Relationship to ar	nnuitant	
Single stipulated premium	Type of Annuity _	X_IRATDA	Type
\$1,000	Non-Qualified	KEOGH	Premium
	OTHER		Fremium
Is this insurance being purchased to replace or ch	nange any existing insurance	or annuity?	
Yes X No If yes, what company?			<b>⊣</b>
I(we) hereby apply for coverage under this Individual	•		Date of
information above and below is, to the best of m		complete.	Purchase
Signed at St. Paul this 1	_ day of <u>iviarch, CY - 1</u>		\ \rac{1 \text{ are made}}{1 \text{ are made}}
Shesa Superworker / 8	Mary Jeff	r <sub>erson</sub>	Annuitant
Licensed Agent/Agent Number	Annuitant	<u> </u>	
For Agent	Annullant		-
To the best of your knowledge, is this insurance to	peing purchased to replace o	r change any existing	
insurance or annuity? Yes _X_ No If yes,	= -		
*Irrevocable beneficiary designation is to be so in		name(s).	
			<del></del>

Initial Current Effective Interest Rate <u>8.25%</u> Effective Through <u>3/2/CY -1</u>

Lower Limit 7.50%

Rev. 11/02/11 - Health Care Training



Home Office located at: Pasadena, California Adm. Office located at: 4333 Edgewood Road N.E., Cedar Rapids, Iowa 52499

Date: LM/03/YY-1 through LM/30/YY

Mary Jefferson 1600 Arcade Street St. Paul, MN 55106

> Annuitant: Mary Jefferson Owner: Mary Jefferson Issue Date: March 1, CY-1 Type: IRA – Traditional Annuity Policy Number: A102 - SAJ

Value Summary	This Period	Since Inception
Beginning policy Value	\$1,000	\$0.00
Total Premium Payments	0.00	1,000
Total Withdrawals/Deductions	0.00	0.00
Total Interest Credited	155.64	155.64
Ending Policy Value as of LM/30/YY (Cash surrender value)	\$1,155.64	\$1,155.64