IIPRC-A-06-I
INDIVIDUAL IMMEDIATE VARIABLE ANNUITY CONTRACT STANDARDS

1. Date Adopted: May 30, 2008

2. Purpose and Scope of the Amendments: The purpose of this rule is to establishreasonable uniform standards for Individual Immediate Variable Annuity products filed with the Interstate Insurance Product Regulation Commission ("IIPRC"). These standards apply to individual life contingent immediate non-variable annuity contracts, both with or without a period certain, that provide for a single premium payment, and that provide for all funds to be held in the general account. The standards apply to fixed and/or variable annuity payments for the life of the contract.

3. Rules Repealed, Amended or Suspended by the Rule: None

4. Statutory Authority: Among the IIPRC's primary purposes and powers is to establish reasonable uniform standards for the insurance products covered in the Interstate Insurance Product Regulation Compact ("Compact"), specifically pursuant to Article I §2, Article IV §2 and Article VII §1 of the Compact, as enacted into law by each IIPRC member state.

5. Required Findings: None

6. Effective Date: September 11, 2008

INDIVIDUAL IMMEDIATE VARIABLE ANNUITY CONTRACT STANDARDS

Scope: These standards apply to individual life contingent immediate variable annuity contracts, both with or without a period certain, that provide for a single premium payment, and that provide for funds to be held in separate accounts only or in separate and general accounts. The standards apply to fixed and/or variable annuity payments for the life of the contract. The standards do not apply to an individual immediate variable annuity contract that provides for guarantees for separate account funds, or liquidity benefits other than commutation of any guaranteed life contingent or non-life contingent annuity benefits.

As used in these standards the following definitions apply:

"Immediate" means that annuity payments must begin within 13 months of issue of the contract.

Although references to "age" or "annuitant" are being made in these standards, it does not preclude the contract from having more than one annuitant.

The references to "contract" do not preclude Fraternal Benefit Societies from substituting "certificate" in their forms.

§ 1 ADDITIONAL SUBMISSION REQUIREMENTS

A. GENERAL

The following additional filing submission requirements shall apply:

(1) All forms filed for approval shall be included with the filing. Changes to a previously approved form shall be highlighted. The specifications page of a contract shall be completed with hypothetical data that is realistic and consistent with the other contents of the contract and any required actuarial memorandum.

(2) If a filing is being submitted on behalf of a company, a letter or other document authorizing the firm to file on behalf of the company should be included with the filing.

(3) If the filing contains an insert page, an explanation of when the insert page will be used should be included in the filing.

(4) If the specifications page of the contract contains variable items, the submission shall include the Statement of Variability. The submission shall also include a certification that any change or modification to a variable item shall be administered in accordance with the requirements in the Variability of Information section, including any requirements for prior approval of a change or modification.

(5) An actuarial memorandum shall be prepared, dated and signed by the member of the American Academy of Actuaries who provides the following information concerning the calculation of annuity benefits:

(a) A description of the contract and contract provisions that affect the determination and, if applicable, the commutation of annuity benefits;

(b) The range of issue ages;

(c) Sample calculations illustrating the methodology and formulas used in the commutation of any life contingent and non-life contingent annuity benefits. The actuary may use any reasonable assumptions, consistent with any applicable actuarial Standards of Practice in determining the commuted values;

(d) A description of the methodology applicable to the determination of the interest rate and/or net investment return, as appropriate, used in the calculation of the commuted value of any life contingent and non-life contingent annuity benefits; and

(e) A description of the mortality assumption used in determining the commuted value of any life contingent annuity benefits. Any reasonable mortality assumption, consistent with any applicable actuarial Standards of Practice and regulatory requirements, may be used.

(6) Include a statement that the contract is subject to federal jurisdiction and accordingly the Flesch requirements do not apply.

(7) Certification by a company officer that written request will be made to and written approval received from the chief insurance regulator of the state of domicile of the company prior to the company exercising any contractual right to defer the payment of any general account amounts payable on commutation or transfer of funds for a period of not more than six months.

(8) Where the separate accounts available at issue under the contract are described in the application form, a copy of the application form to be used for the contract, if not concurrently submitted for approval, shall be submitted informationally at the time of submission of the individual immediate variable annuity contract. If the contract is for use with more than one plan, the submission shall include a separate set of uniquely numbered specifications pages for each plan being submitted for approval unless included in the Statement of Variability.

(9) A description of any innovative or unique features of each contract form.

B. VARIABILITY OF INFORMATION

(1) The company may identify items that will be considered variable only in the specification page. The items shall be bracketed or otherwise marked to denote variability. The submission shall include a Statement of Variability that will discuss the conditions under which each variable item may change. Any change not supported by the Statement of Variability requires a refiling for prior approval.

(2) Any change shall be limited to only new issues of the contract and shall not apply to in force contracts.

(3) Items such as the Separate Account and funds available under the contract may be identified as a variable item and may be changed without notice or prior approval, as long as the new account or funds do not significantly alter the underlying structure of the contract. The Statement of Variability shall include a statement to that effect. An example of an unacceptable change would be the introduction of a Separate Account or fund with investment performance guarantees.

(4) Notwithstanding Paragraph (1) above, items such as the insurance department address and telephone number, company address and telephone number, officer titles, and signatures of officers located in other areas of the contract may be denoted as variable and changed without notice or prior approval.

C. READABILITY REQUIREMENTS

(1) The contract shall be presented, except for specifications pages, schedules and tables, in not less than ten point type, one point leaded.

(2) The style, arrangement and overall appearance of the contract shall give no undue prominence to any portion of the text of the contract or to any endorsements or riders.

(3) The contract shall contain a table of contents or an index of the principal sections of the contract, if the contract has more than 3,000 words printed on three or fewer pages of text or if the contract has more than three pages regardless of the number of words.

§ 2 GENERAL FORM REQUIREMENTS

A. COVER PAGE

(1) The full corporate name, including city and state, of the company shall appear in prominent print on the cover page of the contract. Examples of prominent print include print that is in all capital letters, contrasting color, underlined or otherwise differentiated from the other type in the form.

(2) A marketing name or logo may be also used on the contract provided that the marketing name or logo does not mislead as to the identity of the company.

(3) The company's complete mailing address for the home office or the office that will administer the contract shall appear on the cover page of the contract. The cover page of the contract shall include a telephone number of the company and, if available, some method of Internet communication. The telephone number of the insurance department where the contract is delivered or issued for delivery is also required on either the cover page or the first specifications page.

(4) Two signatures of company officers shall appear on the cover page of the contract.

(5) The contract shall contain a right to examine provision that shall appear on the cover page of the contract or be visible without opening the contract.

(6) A form identification number shall appear at the bottom of the form in the lower left hand corner of the form. The form number shall be adequate to distinguish the form from all others used by

the company. The form number shall include a prefix of ICCxx (where xx represents the year the form was submitted for filing).

(7) The contract shall contain a brief description that shall appear in prominent print on the cover page of the contract or be visible without opening the contract. The brief description shall contain at least the following information:

(a) A caption of the type of annuity coverage provided; for example, single premium immediate variable annuity contract; and

(b) An indication as to whether the contract is participating on nonparticipating.

(8) The contract shall contain a statement to the effect that contract values and benefits based on separate account assets are not guaranteed and will decrease or increase with investment experience, and the statement shall appear in prominent print on the cover page of the contract.

B. SPECIFICATIONS PAGE

(1) The specifications page shall include the amount of the single premium paid, the date annuity payments are scheduled to begin, the estimated value of the first variable annuity payment, the value of the fixed annuity payment (if any), the payment interval, whether payments will vary within a contract year, and any guaranteed period for annuity benefits.

(2) The specifications page shall include the annual rate of investment return that is used in the calculation of the estimated value of the first variable annuity payment. The contract shall state on the specifications page or elsewhere in the contract that this is the smallest annual rate of investment return that would have to be earned on the assets of the separate account to ensure that the dollar amount of variable annuity payments will not decrease.

(3) The specifications page shall disclose all charges that will affect variable payments, including the expense and/or mortality factors. If the company reserves the right to change the expense and/or mortality factors after the annuity payment have begun, both the current expense and/or mortality factors and the guaranteed expense and/or mortality factors shall be disclosed on the specifications page. In addition, the estimated value of the first variable annuity payment specified in Item 1 shall be calculated and disclosed on the specifications page using both the current expense and/or mortality factors and the guaranteed expense and/or mortality factors.

(4) If the period of time any commuted value is available under the contract is limited by age or duration, or triggered by some event, that limitation shall be indicated.

C. FAIRNESS

(1) The contract shall not contain inconsistent, ambiguous, unfair, inequitable or misleading clauses, provisions that are against public policy as determined by the Interstate Insurance Product Regulation Commission, or contain exceptions and conditions that unreasonably affect the risk purported to be assumed in the general coverage of the contract.

§3 CONTRACT PROVISIONS

A. AMENDMENTS

(1) The contract shall not provide for unilateral amendments that reduce or eliminate benefits or coverage, or impair or invalidate any right granted to the owner under the contract, except for amendments to conform to changes in any applicable provisions or requirements of the Internal Revenue Code.

Drafting Note: These standards are modified, as required or permitted by law, to enable fraternals to implement their respective articles and bylaws. See Appendix A.

B. ARBITRATION

(1) Only arbitration provisions that permit voluntary post-dispute binding arbitration shall be allowed in contract forms. With respect to such a provision, the following guidelines apply:

(a) Arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"), before a panel of 3 neutral arbitrators who are knowledgeable in the field of life insurance and appointed from a panel list provided by the AAA.

(b) Arbitration shall be held in the city or county where the contract owner or beneficiary lives.

(c) The cost of arbitration shall be paid by the company, to include any deposits or administrative fee required to commence a dispute in arbitration, as well as any other fee including the arbitrator's fee.

(d) Where there is any inconsistency between these guidelines and AAA rules, these guidelines control.

Drafting Note: These standards are modified, as required or permitted by law, to enable fraternals to implement their respective articles and bylaws. See Appendix A.

C. ASSIGNMENT

(1) The contract shall contain an assignment provision. The contract shall not include any restrictions on the availability of contract assignments, except in situations where restrictions are required for purposes of satisfying applicable laws or regulations.

(2) The contract shall describe procedures for assignments and shall state that assignments, unless otherwise specified by the owner, shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by the company prior to receipt of this notice.

(3) The contract may state that the company shall not be liable for the validity of the assignment.

Drafting Note: Restrictions on assignment in contracts such as right of first refusal or first offer provisions are prohibited by Item (1).

D. BENEFICIARY

(1) The contract shall contain a beneficiary provision. The provision shall describe the procedures for designating or changing the beneficiaries, or for selecting default beneficiaries as may be necessary, and indicating when such designation is effective. The contract shall not include any restriction on change of beneficiary other than for purposes of satisfying applicable laws or regulations.

(2) The contract shall state that changes in beneficiary, unless otherwise specified by the owner, shall take effect on the date the notice of change is signed by the owner, subject to any payments made or actions taken by the company prior to receipt of this notice.

(3) If irrevocable beneficiaries are referenced in the contract, the contract shall explain that such a beneficiary cannot be changed without the consent of the irrevocable beneficiary.

E. COMMUTATION OF ANNUITY PAYMENTS

(1) The contract may contain a provision providing for the commutation of any life contingent or non-life contingent annuity benefits payable to the annuitant or beneficiary.

(2) The contract shall state that the commuted value shall be payable in a lump sum only.

(3) The contract shall state that the payment of any non-commuted future life contingent or non-life contingent annuity benefits to which the owner may be entitled under the contract after the commutation shall not be affected by the payment of the commuted value of any life contingent or non-life contingent annuity benefits.

Drafting Note: It is the intent of this section to require that any benefit or portion thereof that is not commuted shall not be affected by the commutation.

(4) (a) The contract shall state that the owner may, at any time while a commutation benefit is available, request information on the commuted value of any life contingent or non-life contingent annuity benefit, including information on the current replacement ratio for the annuity payments. Unless the interest rate or rates and the mortality table, if any, used in determining the commuted value are included in the contract at issue, the replacement ratio shall be defined in the contract as (i)/(ii) where (i) and (ii) are defined as follows:

(i) The actual commuted value to be paid; and

(ii) The commuted value calculated on the basis of the current pricing assumptions used in the determination of prices for the same type of income being commuted and for new contracts of the same class of contracts. If new contracts of this class of contracts are not currently being issued, then the amount determined under this Item (a)(ii) shall be calculated on the basis of the current assumptions for new annuitizations of the same type of income being commuted.

(b) If the interest rate or rates and the mortality table, if any, used in determining the commuted value are included in the contract at issue, the following statement, or a statement to the same effect, shall be included in the contract as part of the description of the interest rate or rates used in determining the commuted value: "The commuted value of any remaining annuity payments is always less than the sum of those benefit payments and the higher the interest rate the lower the commuted value."

(c) Upon receipt of a request for information on the commuted value of any life contingent or non-life contingent annuity benefit, the company shall provide the owner notification of the following:

(i) The amount payable and the "as of" date of calculation;

(ii) In the case of partial commutation, the amount of the remaining payments; and

(iii) Unless the interest rate or rates and the mortality table, if any, used in determining the commuted value are included in the contract at issue, the current replacement ratio. The current replacement ratio is the replacement ratio as of the date of the calculation.

(d) The contract shall state that upon receipt of a request from the owner for the payment of the commuted value:

(i) If the company has already provided the applicable commutation information described above in Item (c), the company shall pay the commuted value within 15 days of receipt of the request.

(ii) If the company has not provided the applicable commutation information described above in Item (c), the company shall do so within 15 days of receipt of the request. Upon receipt of the information, the owner may accept or reject the company's commuted value offer and notify the company accordingly. If the owner accepts, the company shall pay the commuted value within 15 days of receipt of such notification.

(e) The contract shall state that the actual commuted amount payable will be determined as of the designated date of payment. For any payments dependent on the performance of separate accounts, the annuity benefit used in calculating the actual commuted amount payable will vary based on the market value of those underlying accounts on the designated date of the payment.

(5) The contract may limit the period of time during which the right to any commuted value is available. If the period of time any commuted value is available is limited by age or duration, or triggered by some event, that limitation shall be indicated on the contract specifications page.

(6) Commutation may be limited to a certain portion of the life contingent or non-life contingent annuity benefits. Any such limitation shall be indicated in the contract.

F. CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

(1) The contract shall state that it was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. The contract shall also state that any provision of the contract that on the provision's effective date is in conflict with Interstate Insurance Product Regulation Commission standards for this product type is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

G. CONTRACT VALUES

(1) The contract shall define and describe the method of calculating all values and benefits provided under the contract including, but not limited to, annuity benefits payable and values payable upon death and commutation. The contract shall also include a complete description of all fees and charges used to determine these values.

(2) The contract shall stipulate the investment increment factors to be used in computing the dollar amount of variable benefits or other variable contractual payments or values, and shall guarantee that expense and mortality results shall not adversely affect the dollar amounts. Guaranteeing a range of values for expense and/or mortality factors shall satisfy this requirement. If a company reserves the right to change the expense and/or mortality factors after annuity payments have begun, the estimated value of the first variable annuity payment shall be calculated using both the current expense and/or mortality factors and the guaranteed maximum expense and/or mortality factors. Both the estimated values of the first variable annuity payments and the current and the guarantee maximum expense and/or mortality factors shall be shown on the specifications page. "Expense" as used in this paragraph may exclude some or all taxes, as stipulated in the contract.

(3) In computing the dollar amount of variable benefits or other contractual payments or values under the contract, the annual net investment increment assumption shall not exceed 5% except with the approval of the Interstate Insurance Product Regulation Commission.

(4) In computing the dollar amount of variable benefits or other contractual payments or values under the contract, to the extent that the level of benefits may be affected by future mortality results after annuity payments have begun, the minimum standard for the mortality factor shall be determined from the Annuity 2000 Mortality Table, or any modification of that table not having a lower life expectancy at any age, or any annuity mortality table approved for use for this purpose by the National Association of Insurance Commissioners.

H. DEATH OF THE ANNUITANT

(1) The contract shall state what happens upon death of the annuitant.

I. DEFERRAL AND VALUATION OF PAYMENTS

(1) The contract shall describe any conditions and/or limitations on the deferral of any amounts payable upon commutation or the transfer of funds.

(2) The company may reserve the right to defer payment of any general account amounts payable on commutation for a period of six months. There shall be no deferral of scheduled annuity payments or of any portion of any death benefit derived from the general account.

(3) For variable benefits or contractual payments, the contract may provide that the company reserves the right, at its option, to defer the determination and payment of all benefits, other than any regularly scheduled monthly payments, for any period during which the New York Stock Exchange is closed for trading (except for normal holiday closing) or when the Securities and Exchange Commission has determined that a state of emergency exists that may make determination and payment impractical.

(4) If a company allows transfers from the general account, the contract may include a provision to defer such transfers for a period of six months. The contract shall state that the company will disclose to the owner the specific date on which the transfer will be effective, the reason for the delay, and the value of the transfer as of the date the request is received by the company.

J. ENTIRE CONTRACT

(1) The contract shall contain a provision regarding what constitutes the entire contract between the company and the owner. No document shall be included by reference.

(2) If the application is to be a part of the contract, the entire contract provision shall state that the application is a part of the contract. All statements made by the applicant for the issuance of the contract shall, in the absence of fraud, be deemed representations and not warranties.

(3) The "entire contract" provision shall not include any reference to the prospectus.

Drafting Note: These standards are modified, as required or permitted by law, to enable fraternals to implement their respective articles and bylaws. See Appendix A.

K. EVIDENCE OF SURVIVAL

(1) The contract may provide the company with the right to require proof that the annuitant is living on any payment date, but not more than once in any twelve-month period.

L. INCONTESTABILITY

(1) The contract shall contain an incontestability provision and include the conditions of the provision.

(2) Coverage may be contested on a statement contained in an application made a part of the contract except on the basis of age and sex. If the company expects to rely on an application to contest the contract, the company shall attach the application as a part of the contract. The statement on which the contest is based shall be material to the risk accepted or the hazard assumed by the company.

(3) The contestable period shall be no greater than two years from the date of issue of the contract during the lifetime of the person, or each of the persons, as to whom the application statements are required.

(4) The contract may only include an exception to the incontestability provision in the event of fraud in the procurement of the contract, when permitted by applicable law in the state where the contract is delivered or issued for delivery.

M. MISSTATEMENT OF AGE OR SEX

(1) The contract shall contain a misstatement of age provision or, if the contract is written on a sex distinct basis a misstatement of age or sex provision, providing that the amount payable shall be such as the premium payments to the company would have purchased at the correct age or the correct age and sex.

(2) Any overpayments/underpayments by the company on account of misstatement of age or sex shall, with interest at a rate specified in the contract but not exceeding 6%, be charged/credited against the current or next succeeding payments to be made by the company.

(3) If there is more than one annuitant, the misstatement provision may provide that the amount payable may be adjusted due to the misstatement in the age or the age or sex, as appropriate, of any annuitant.

N. OWNERSHIP

(1) The contract shall contain an ownership provision. The provision shall describe the procedures for designating or changing the owner and indicating when the designation is effective. The contract shall not include any restriction on change of owner other than for purposes of satisfying applicable laws or regulations.

(2) The contract shall state that changes in owner designation, unless otherwise specified by the owner, shall take effect on the date the notice of change is signed by the owner, subject to any payments made or actions taken by the company prior to receipt of this notice.

(3) The contract shall state what happens upon the death of the owner.

Drafting Note: Restrictions on change of owner in contracts such as right of first refusal or first offer provisions are prohibited by Item (1).

O. PARTICIPATING CONTRACT

A contract may be non-participating; however, if the contract is participating in the divisible surplus of the company, then the following shall apply:

(1) The conditions of the participation shall be stated in the contract.

(2) The contract shall provide that the company shall annually ascertain and apportion any divisible surplus.

(3) The contract shall provide that the owner shall receive any dividend paid in cash.

P. REPORT

(1) The contract shall provide for the inclusion of a report with the annuity payment whenever it changes, but at least annually and without charge, that describes to the owner the basis of the calculation of the payment and any other information required under state or federal law.

(2) The contract shall provide for additional reports to be made available to the owner upon request. The contract shall disclose the maximum charge for the report.

Q. RIGHT TO EXAMINE CONTRACT

(1) Unless the contract is issued as the result of the election of a settlement option under a deferred annuity or life insurance policy, a Right to Examine Contract provision is required. This provision shall appear on the cover page or be visible without opening the contract and shall include the following:

(a) (i) If the contract is not a replacement contract, a period of ten days beginning on the date the contract is received by the owner, and at the discretion of the company a longer period may be filed; or

(ii) If the contract is a replacement contract, a minimum of thirty days beginning on the date the contract is received by the owner, or any longer period as may be required by applicable law in the state where the contract is delivered or issued for delivery;

(b) A requirement for the return of the contract to the company or an agent of the company;

(c) For any portion of the premium paid to the general account, if the contract is returned, a refund of that portion of the premium paid;

(d) For any portion of the premium paid to any separate account, if the contract is returned, either a refund of:

(i) That portion of the premium paid; or

(ii) The separate account value plus any amount deducted from the portion of the premium applied to the account.

R. SEPARATE ACCOUNTS

(1) The contract shall explain the allocation to separate accounts and any restrictions.

(2) The contract may contain a provision stating that the portion of assets of a separate account equal to the reserves and other contract liabilities with respect to the account shall not be charged with liabilities arising out of any other business the company may conduct.

(3) The contract shall provide that income, gains, and losses, whether or not realized, from assets allocated to a separate account shall be credited to or charged against such account without regard to other income, gains or losses of the company.

(4) The contract shall identify or describe the separate accounts available under the contract, either within the contract itself or on the specifications page.

(5) The contract shall specify the dates on which the assets of a separate account will be valued and provide that assets allocated to the separate account shall be valued at their market value on those dates. If there is no readily available market for assets in the separate account, then the contract shall specify how the assets would be valued.

S. SETTLEMENT

(1) Whenever a death benefit is available under the contract, the contract shall contain a provision that settlement of the death benefit proceeds shall be made to the beneficiary upon receipt of due proof of death.

T. TRANSFERS

(1) If a contract allows transfers between separate accounts, transfers from a separate account to the general account, or transfers from the general account to a separate account, after issue, the contract shall describe the conditions and limitations that apply to such transfers.

§ 4 ADDITIONAL STANDARDS FOR FRATERNAL BENEFIT SOCIETIES

The contract may include the following provisions:

A. MEMBERSHIP

(1) The certificate may include a provision stating that the annuitant and/or owner is a member and that the form that has been issued to evidence coverage is a certificate of membership and insurance.

B. MAINTENANCE OF SOLVENCY

(1) The certificate may include a provision setting forth the legal rights and obligations in the case of a fraternal's financial impairment.

Appendix A
Fraternal Benefit Societies

Fraternal Benefit Societies ("fraternals") are subject to separate fraternal codes in all jurisdictions due to their unique structure, operations and legal obligations. The Drafting Notes included under the Scope, AMENDMENTS, ARBITRATION and ENTIRE CONTRACT standards, the section entitled ADDITIONAL STANDARDS FOR FRATERNAL BENEFIT SOCIETIES, and Appendix A are included in the standards to allow fraternals to experience the benefits of participating in the single point of filing and review process that the Interstate Insurance Product Regulation Commission offers, without jeopardizing their ability to meet their unique obligations and to operate as required or permitted by law.

By law, a fraternal is defined by five basic elements:

1. One without capital stock;

2. One conducted solely for the benefit of its members and their beneficiaries by providing life, health and annuity benefits and by operating one or more social, educational, charitable, patriotic, or religious purposes for the benefit of members and others;

3. One that is a benevolent and charitable institution and not for profit;

4. One operated on a lodge system that may carry out charitable and other activities; and

5. One that has a representative form of government with a governing body and direct election of its members.

The laws governing fraternals impact the standards in several ways. Fraternals are required by law to issue insurance contracts that incorporate the laws of the Society and the application for membership. Thus, the contract must consist not only of the contract or certificate issued, and the application for insurance, but also the application for membership and the articles and bylaws. Further, the laws governing fraternals require or permit that the articles and bylaws address the structure of lodges, membership requirements, form of governance, grievance procedures, and eligible beneficiaries. Any amendments to the articles or bylaws made after issuance of a certificate must be applied consistently to all members retroactively. However, no amendment shall eliminate or reduce contractual benefits.

By law, fraternals are membership organizations. Because of this, the law refers to the insurance forms issued to members of a fraternal as "certificates" or "certificates of membership and insurance". Further, due to the membership requirements, fraternal certificates often include a provision stating that the annuitant and/or owner is a member and that the form that has been issued to evidence coverage is a certificate of membership and insurance. In addition, fraternal certificates may include a Maintenance of Solvency provision setting forth the legal rights and obligations in the case of a fraternal's financial impairment.