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NASSAU LIFE AND ANNUITY COMPANY
A Stock Company

TERMINAL ILLNESS WAIVER AMENDMENT

This amendment is attached to and made a part of the contract identified below. Except as stated in this amendment, it is subject to all of the provisions contained in the contract. The amendment becomes effective on the Issue Date.

SPECIFICATIONS

Owner:	[John Doe]
Contract Number:	[13000000]
Issue Date	[January 1, 2010]
Terminal Illness Period:	[6 months]
Benefit Ineligibility Period:	[1 Year]
Maximum Waiver Issue Age:	[79]

The term “**Terminal Illness Period**” means the time period within which the illness or condition is expected to result in the Owner’s death.

The term “**Maximum Waiver Issue Age**” means the oldest age at which the Owner will be eligible receive this benefit as part of his or her contract. If there is more than one Owner, then the Maximum Waiver Issue Age will be applied to the oldest Owner.

Terminal Illness Waiver

Prior to the Maturity Date, you may take a withdrawal or surrender, adjusted by any applicable Market Value Adjustment, without a Surrender Charge, provided that:

1. more than the Benefit Ineligibility Period has elapsed since the Issue Date, and
2. we receive proof, satisfactory to us of the Owner’s Terminal Illness. If the Owner is a non-natural person, this waiver will be based on proof, satisfactory to use of the Annuitant’s Terminal Illness. Terminal Illness is defined as an illness or condition that is expected to result in the Owner’s death within the Terminal Illness Period, shown above.

A licensed physician, who is not the Owner or a member of the Owner’s family, must provide evidence satisfactory to us of the Owner’s Terminal Illness. We reserve the right to obtain a second medical opinion from a physician of our choosing at our expense. In the event of a discrepancy, the medical opinion of our physician will be controlling.

If a claim to exercise this waiver is denied by us, proceeds will not be disbursed until you are notified of the denial and provided with the opportunity to accept or reject the proceeds, reduced by any applicable Surrender Charges.

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Termination

Any of the following events will result in the termination of this benefit without prejudice towards any surrender charges waived while the benefit was in force:

- a.) the date the owner requests, in writing to terminate this amendment;
- b.) the date the contract to which this amendment is attached terminates.

Nassau Life and Annuity Company



[Secretary]

SAMPLE