

SERFF Tracking Number: MCHX-125889708 State: Arkansas  
Filing Company: OM Financial Life Insurance Company State Tracking Number: 40784  
Company Tracking Number: OM TSA 2009  
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
Product Name: OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuit  
Project Name/Number: OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuity Rider/OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuity Rider

## Filing at a Glance

Company: OM Financial Life Insurance Company

Product Name: OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuit SERFF Tr Num: MCHX-125889708 State: ArkansasLH

TOI: A10 Annuities - Other

SERFF Status: Closed

State Tr Num: 40784

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: OM TSA 2009

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: SPI McHughConsulting

Disposition Date: 11/10/2008

Date Submitted: 11/05/2008

Disposition Status: Approved

Implementation Date Requested: 12/05/2008

Implementation Date:

State Filing Description:

## General Information

Project Name: OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuity Rider Status of Filing in Domicile: Not Filed

Project Number: OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuity Rider

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/10/2008

State Status Changed: 11/10/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

New Tax Sheltered Annuity Rider

For Flexible or Single Premium Deferred Annuities

Form Number: OM TSA 2009

McHugh Consulting Resources, Inc. has been requested to file the enclosed forms on behalf of OM Financial Life

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Insurance Company. We have provided an authorization letter for your files.

The above referenced form is enclosed for your review and approval. The form is new and does not replace any form currently on file with your Department.

The rider may be attached to any approved flexible or single premium deferred annuity that is used to establish a tax sheltered annuity. The language in this rider has been updated to comply with the Internal Revenue Service final regulations regarding 403(b) Tax Shelter Annuities.

Issue ages for this rider will be the same as those for the policy to which it is attached.

The rider is being submitted simultaneously to our home state of Maryland.

A Flesch reading ease score is not required for the riders since they has been written to meet the requirements of federal law (Code Sections 403(b) and 401(a)(9)).

The rider is in final printed form subject only to changes in font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required under your law.

Thank you for your time and consideration of this filing.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - McHughConsulting)

Lauren Regnery, Compliance Assistant mcr@mchughconsulting.com  
McHugh Consulting Resources (215) 230-7960 [Phone]  
Doylestown, PA 18901 (215) 230-7961[FAX]

### Filing Company Information

OM Financial Life Insurance Company CoCode: 63274 State of Domicile: Maryland  
1001 Fleet Street Group Code: 2598 Company Type:  
Baltimore, MD 21202 Group Name: State ID Number:

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(410) 895-0091 ext. [Phone]

FEIN Number: 52-6033321

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$125.00  
Retaliatory? Yes  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
OM Financial Life Insurance Company	\$125.00	11/05/2008	23722237

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/10/2008	11/10/2008

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## **Disposition**

Disposition Date: 11/10/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Application		No
<b>Supporting Document</b>	Life & Annuity - Actuarial Memo		No
<b>Supporting Document</b>	11.05.08 Submission Letter		Yes
<b>Supporting Document</b>	Authorization Letter		Yes
<b>Supporting Document</b>	Forms List		Yes
<b>Supporting Document</b>	Certification/Notice		Yes
<b>Form</b>	Tax Sheltered Annuity Rider		Yes

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## Form Schedule

**Lead Form Number:** OM TSA 2009

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	OM TSA 2009	Certificate	Tax Sheltered Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	OM TSA 2009.PDF

# TAX SHELTERED ANNUITY RIDER

## for Flexible or Single Premium Deferred Annuity Contracts

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The annuity contract or certificate under a group annuity contract (collectively, the "Contract") to which this Rider is attached is amended as specified below to qualify as an annuity contract described in section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Income Tax Regulations thereunder. All the provisions of the Contract and this Rider shall be interpreted in accordance with Code section 403(b), the Income Tax Regulations thereunder, and, if applicable, the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Where the provisions of the Rider are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Rider will control.

The effective date of this Rider is the effective date of the Contract. However, if the Contract was issued prior to January 1, 2009, and another endorsement or rider designed to modify the Contract to qualify as an annuity contract described in Code section 403(b) is attached to the Contract, this Rider replaces that other endorsement or rider, effective January 1, 2009.

We reserve the right to amend this Rider to comply with any changes in the Code, regulations issued thereunder, administrative rulings, and, if applicable, the requirements of ERISA. Any such amendment will be promptly mailed to the owner at his or her last known address.

Whenever this Rider or the Contract refers to a section of the Code or a regulation promulgated under the Code, such reference includes any amended or successor section or regulation.

### I. The Plan, Employer, and Employee

As used in this Rider, the term "Plan" refers to the plan under Code section 403(b) that is maintained by the Employer and pursuant to which the Contract is issued or, if applicable, the agreement between the Employer and OM Financial Life Insurance Company (the "Company") to provide each other with information described in section 1.403(b)-10(b)(2)(C) of the Income Tax Regulations. The term "Employer" refers to the employer described in Code section 403(b)(1)(A) and the Income Tax Regulations thereunder that maintains the Plan pursuant to which the Contract is issued. The term "Employee" refers to an employee or former employee of the Employer for whose benefit the Employer maintains the Plan and the Contract is issued under the Plan.

### II. OWNER AND ANNUITANT

Except as otherwise provided under applicable federal tax law, (1) the Annuitant must be the Employee, (2) the Owner must be the Employer or the Employee, (3) the Owner and the Annuitant may not be changed, and (4) a joint Owner may not be named.

### III. PREMIUM PAYMENT(S)

#### A. In General

A premium must consist only of amounts that are not subject to the requirements of ERISA.

In addition, contributions shall not exceed the limits of Code section 415. The Company will not accept any contributions in excess of this limit and does not intend to separately account for any such excess contributions or amounts attributable to any such excess contributions.

#### B. Single Premium Contract

If only a single premium is permitted under the Contract, the single premium permitted may not include any amounts other than:

- (1) an exchange or plan-to-plan transfer described in section VI of this Rider, or
- (3) a rollover permitted under Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16).

#### C. Flexible Premium Contract

If flexible premiums are permitted under the Contract, a premium must be made:

- (1) as a contribution by the Employer on behalf of the Employee,

# TAX SHELTERED ANNUITY RIDER

## for Flexible or Single Premium Deferred Annuity Contracts (Cont'd.)

- (2) as an exchange or plan-to-plan transfer described in section VI of this Rider, or
- (3) as a rollover permitted under Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16).

Except as otherwise permitted by Code section 414(u), Code section 414(v), or other provisions of the federal tax law, contributions made pursuant to a salary reduction agreement shall not exceed the limits set forth in Code section 402(g). If contributions exceed this limit, the Company may distribute the amount of the excess, together with any income allocable thereto, to the Employee as permitted by applicable federal tax law.

### **D. Minimum Premiums**

A minimum premium amount may be required under the Contract. However, the Company will reduce this minimum premium amount if necessary to comply with Code section 403(b)(12).

## **IV. NONTRANSFERABLE AND NONFORFEITABLE**

The Contract is established for the benefit of the Employee and his or her beneficiaries. The interest of the Employee in the Contract is non-transferable and, except as provided by applicable law, is non-forfeitable. In particular, except as otherwise provided under applicable law, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us. Special rules may apply in the case of a transfer under the terms of a qualified domestic relations order, as defined in Code section 414(p) (a "QDRO").

## **V. DISTRIBUTION RESTRICTIONS**

### **A. In General**

Except as otherwise provided under federal tax law, a distribution from the Contract shall be made only in accordance with the requirements of Code section 403(b), the Income Tax Regulations, and the Plan. Amounts may be distributed pursuant to a QDRO to the extent permitted by applicable federal tax law.

### **B. Elective Deferrals**

As required by Code section 403(b)(11) and Code section 403(b)(7) and the applicable Income Tax Regulations thereunder, a distribution permitted under the Plan, if applicable, of Elective Deferrals may not be made from the Contract earlier than the earliest of the date on which the Employee (1) has a severance from employment, (2) dies, (3) has a hardship, (4) becomes disabled (within the meaning of Code section 72(m)(7)), or (5) attains age 59½. A hardship distribution is limited to the aggregate dollar amount of the Employee's Elective Deferrals under the Contract (and may not include any income thereon), reduced by the aggregate dollar amount of the distributions previously made to the Employee from the Contract. As used in this Rider, the term "Elective Deferrals" means contributions to the Contract made after December 31, 1988, pursuant to a salary reduction agreement, earnings on such contributions, and earnings on any amounts held as of December 31, 1988. Elective Deferrals also include amounts attributable to contributions made to the Contract in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section VI of this Rider, that are attributable to contributions made pursuant to a salary reduction agreement and are subject to the distribution restrictions under Code section 403(b)(7) or Code section 403(b)(11).

### **C. Employer Annuity Contributions**

If the Contract is issued on or after January 1, 2009, a distribution of Employer Annuity Contributions may be made from the Contract no earlier than upon the earlier of the Employee's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided under the Plan. As used in this Rider, the term "Employer Annuity Contributions" means amounts attributable to contributions made to an annuity contract under Code section 403(b)(1) that are not made pursuant to a salary reduction agreement. Employer Annuity Contributions do not include after-tax employee contributions or earnings thereon. Employer Annuity Contributions include amounts attributable to contributions made to the Contract in an exchange or plan-to-plan transfer described in section VI of this Rider that are subject to the distribution restrictions under section 1.403(b)-6(b) of the Income Tax Regulations.

# TAX SHELTERED ANNUITY RIDER

## for Flexible or Single Premium Deferred Annuity Contracts (Cont'd.)

### **D. Employer Custodial Account Contributions**

A distribution permitted under the Plan, if applicable, of Employer Custodial Account Contributions may not be paid from the Contract before the Employee (1) has a severance from employments, (2) dies, (3) becomes disabled (within the meaning of Code section 72(m)(7)), or (4) attains age 59½. As used in this Rider, the term "Employer Custodial Account Contributions" means amounts attributable to contributions made to the Contract in a non-taxable transfer, or in an exchange or plan-to-plan transfer described in section VI of this Rider, that (1) are not made pursuant to a salary reduction agreement, (2) are not Employer Annuity Contributions, and (3) are subject to the distribution restrictions under Code section 403(b)(7).

### **E. Separate Accounting**

If the Contract includes both Elective Deferrals and other contributions, and the Elective Deferrals are not maintained in a separate account, then in accordance with section 1.403(b)-6(d)(3) of the Income Tax Regulations, distributions may not be made earlier than the later of:

- (1) any date permitted under subsection (b) of this section V of this Rider, and
- (2) any date permitted under subsections (c) or (d) of this section V of this Rider (whichever applies to the contributions that are not Elective Deferrals).

Unless required under the Plan, the Company is not obligated to maintain a separate account for Elective Deferrals.

### **F. Exchanges and Transfers**

Amounts exchanged or transferred to the Contract pursuant to section VI of this Rider, and income attributable to such amounts, are subject to distribution restrictions that are not less stringent than those imposed under the contract being exchanged or under the transferor plan, whichever is applicable, in accordance with section 1.403(b)-10(b)(2) of the Income Tax Regulations.

### **G. Exceptions**

1. Notwithstanding any other provision in this section V of this Rider, distributions are permitted to be made from the Contract to the extent (a) described in sections III and VI of this Rider, (b) required by a QDRO, (c) described in Code section 72(t)(2)(G), (d) permitted by Code section 414(w)(2), or (e) otherwise allowed by applicable federal tax law.
2. If the Employer informs the Company that the Plan has been terminated in accordance with section 1.403(b)-10(a) of the Income Tax Regulations, the Company shall follow the instructions of the Employer with regard to how the Contract or the accumulated benefits thereunder are to be distributed, provided that such instructions are in accordance with the requirements of Code section 403(b) and the Income Tax Regulations.
3. To the extent that the Company separately accounts for contributions to the Contract that are eligible rollover distributions as described in sections 1.403(b)-6(i) and 1.403(b)-10(d) of the Income Tax Regulations, such contributions (and any earnings thereon) are not subject to the distribution restrictions described in this section V of this Rider. The Company is not obligated to separately account for any such amounts.

## **VI. EXCHANGES AND PLAN-TO-PLAN TRANSFERS**

Subject to the terms of the Plan, if applicable, exchanges within the Plan and plan-to-plan transfers involving the Contract will be allowed to the extent permitted under federal tax law.

# TAX SHELTERED ANNUITY RIDER for Flexible or Single Premium Deferred Annuity Contracts (Cont'd.)

## VII. LOANS AND HARDSHIP DISTRIBUTIONS

The Owner may not take a loan under the Contract on or after the effective date of this Rider. If there is a loan outstanding under the Contract as of the effective date of this Rider, the outstanding loan may continue under the Contract, subject to the any requirements and limitations imposed by the Plan, Code section 72(p), Code section 403(b), the loan agreement, and the Company. Such a loan is subject to the any requirements and limitations imposed by the Plan, Code section 72(p), Code section 403(b), the loan agreement, and the Company.

Also, a distribution in the case of hardship that is permitted under section V of this Rider may be made under the Contract. However, except as otherwise provided under section 1.403(b)-10(b)(2) of the Income Tax Regulations with respect to certain contracts received in an exchange that occurred on or before September 24, 2007, and under section 8 of Revenue Procedure 2007-71 with respect to certain contracts issued before January 1, 2009, a distribution in the case of hardship may be made under the Contract only if permitted under the Plan.

## VIII. REQUIRED MINIMUM DISTRIBUTIONS

### A. In General

Notwithstanding any provision in the Contract to the contrary, the distribution of the entire interest in the Contract shall be made in accordance with the requirements of Code sections 403(b)(10) and 401(a)(9), and the Income Tax Regulations thereunder. Distributions from and benefits under the Contract also must satisfy the requirements relating to incidental benefits under section 1.401-1(b)(1)(ii) of the Income Tax Regulations. All such requirements are incorporated herein by reference. Prior to the date the Contract is annuitized, the entire interest of the Employee or beneficiary under the Contract is the dollar amount credited to the Employee or beneficiary under the Contract plus the actuarial present value of any additional benefit (such as survivor benefits in excess of the dollar amount credited to the Employee or beneficiary) that will be provided under the Contract, in accordance with Q&A-12 of section 1.401(a)(9)-6 of the Income Tax Regulations.

To the extent permitted under the Plan and the Code, the minimum distribution required under Code sections 403(b)(10) and 401(a)(9) with respect to the Contract may be taken from any one or more of the Employee's Code section 403(b) contracts under the Plan.

To the extent provided in Income Tax Regulations, a Contract that is part of a governmental plan (as defined in Code section 414(d)) shall, for all years to which Code section 401(a)(9) applies to the Contract, be treated as having complied with Code section 401(a)(9) if the Contract complies with a reasonable good faith interpretation of Code section 401(a)(9).

### B. Required Beginning Date

The term "required beginning date" as used in this Rider means April 1 of the calendar year following the later of (1) the calendar year in which the Employee attains age 70½, or (2) the calendar year in which the Employee retires, or such later date provided by law. However, unless the Employee's interest in the Contract is on account of the Employee's participation in a governmental plan (as defined in Code section 414(d)) or church plan (as defined in Code section 401(a)(9)(C)), if the Employee is a 5-percent owner (as defined in Code section 416) of the Employer with respect to the plan year ending in the calendar year in which the Employee attains age 70½, the required beginning date is April 1 of the calendar year following the calendar year in which the Employee attains age 70½. In addition, if distributions commence to the Employee on a date before the Employee's required beginning date over a period permitted under section 401(a)(9)(A)(ii) and the distribution form is an annuity under which distributions are made in accordance with the provisions of Q&A-1 of 1.401(a)(9)-6 of the Income Tax Regulations, the annuity start date will be treated as the required beginning date for purposes of applying the rules of sections 1.401(a)(9)-2 and 1.401(a)(9)-6 of the Income Tax Regulations.

# TAX SHELTERED ANNUITY RIDER

## for Flexible or Single Premium Deferred Annuity Contracts (Cont'd.)

### **C. Distributions During Employee's Life**

Unless otherwise permitted under applicable federal tax law, the entire interest shall be distributed, or commence to be distributed, no later than the required beginning date over (a) the life of the Employee, or the lives of the Employee and his or her designated beneficiary (within the meaning of the Code section 401(a)(9)), or (b) a period not extending beyond the life expectancy of the Employee or the joint life and last survivor expectancy of the Employee and his or her designated beneficiary, as required by law. Annuity payments must be made in periodic payments at intervals of no longer than one year and must be nonincreasing or they may increase only as provided in Q&As-1, -4, and -14 of section 1.401(a)(9)-6 of the Income Tax Regulations. Also, to the extent permitted under the Contract, payments may be changed in accordance with Q&A-13 of 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution in the form of an annuity must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations.

The amount to be distributed on or before the required beginning date, and by December 31 of each year, will be made in accordance with the requirements of Code section 401(a)(9) and the regulations thereunder.

### **D. Distributions After Employee's Death**

Unless otherwise permitted under applicable federal tax law, if the Employee dies on or after required distributions commence, the entire remaining interest, if any, will be distributed at least as rapidly as under the method of distribution being used as of the date of the Employee's death.

Unless otherwise permitted under applicable federal tax law, if the Employee dies before required distributions commence, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Employee's death, except that:

1. if the interest is payable to an individual who is the Employee's designated beneficiary, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Employee died; or
2. if the sole designated beneficiary is the Employee's surviving spouse, the surviving spouse may elect to receive the entire interest over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing on or before the later of:
  - a. December 31 of the calendar year immediately following the calendar year in which the Employee died, and
  - b. December 31 of the calendar year in which the Employee would have attained age 70½.

If the surviving spouse dies before distributions begin to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed by the end of the calendar year containing the fifth anniversary of the spouse's death.

An irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Employee's death or the date distributions are required to begin pursuant to this subsection D.2 of the Rider. If no election is made, the entire interest will be distributed in accordance with the method of distribution in this subsection D.2 of the Rider.

An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than December 31 of the calendar year immediately following the calendar year in which the Employee died. If no such election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Employee's death.

For purposes of this section of the Rider regarding distributions after the Employee's death, required

# TAX SHELTERED ANNUITY RIDER

## for Flexible or Single Premium Deferred Annuity Contracts (Cont'd.)

distributions are considered to commence on the Employee's required beginning date or, if applicable, on the date distributions are required to begin to the Employee's surviving spouse. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Unless otherwise provided by applicable federal tax law, life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to the Employee's surviving spouse as the sole designated beneficiary, such spouse' remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year following the calendar year of the Employee's death (or in the case of a surviving spouse who is the Employee's sole designated beneficiary and who dies before required distribution commence to him or her, the number in the Single Life Table corresponding to the spouse's designated beneficiary's age in the year following the calendar year of the spouse's death) reduced by 1 for each subsequent year. If benefits under the Contract are payable in accordance with an annuity option provided under the Contract, life expectancy shall not be recalculated.

### **E. Income or Annuity Options**

All annuity payments under the Contract must meet the requirements of Code section 403(b)(10) and Code section 401(a)(9) and applicable regulations. The provisions of this Rider reflecting these requirements override any annuity payment option inconsistent with such requirements. If guaranteed payments are to be made under the Contract, the period over which any guaranteed payments are to be made must not exceed the period permitted under section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise permitted by applicable federal tax law).

## **IX. DIRECT ROLLOVERS**

A distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500, a distributee may not make the election described in the preceding sentence to rollover a portion of the eligible rollover distribution.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under Code sections 403(b)(10) and 401(a)(9); (iii) any hardship distribution; (iv) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (v) any other distribution(s) that is reasonably expected to total less than \$200 during a year; and (vi) any other amounts designated in published federal income tax guidance.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), respectively, or to a qualified defined contribution plan described in Code sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of the distribution which is not so includible.

An eligible retirement plan is an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Contract, an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), or a qualified plan described in Code section 401(a), that accepts the

# TAX SHELTERED ANNUITY RIDER

## for Flexible or Single Premium Deferred Annuity Contracts (Cont'd.)

distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a QDRO.

A distributee includes the Employee. In addition, the Employee's surviving spouse and the Employee's spouse or former spouse who is the alternative payee under a QDRO, are distributees with regard to the interest of the spouse or former spouse.

A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

### **X. COORDINATION WITH THE PLAN**

Except to the extent that the Contract is not subject to the written plan requirement under section 1.403(b)-3(b)(3) of the Income Tax Regulations, the Contract is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of the Contract and do not impose any responsibilities or duties on the issuer greater than those set forth in the Contract. For example, any terms of the Contract and this Rider permitting loans and distributions in the case of hardship do not apply if the Plan does not permit such loans or hardship distributions. In the event of a conflict between the terms of the Contract and any other terms of the Plan, such other terms of the Plan shall govern if necessary to ensure compliance with Code section 403(b).

Federal law may require the Employer to share information with the Company that is necessary for the Company to administer the Contract in accordance with the terms of the Plan and the Code. In such case, the Company shall rely upon such information in administering the Contract in accordance with the terms of the Plan and the Code. If the Company does not receive such information from the Employer in the form and manner the Company deems acceptable, the Company will administer the Contract in the manner it deems appropriate. In some cases, this could mean that the Company has no responsibility to make any distribution (including a loan) from the Contract before the Company receives the information it requires from the Employer.

Federal tax law also may require the Company to share information regarding the Contract with the Employer in order to ensure compliance with the terms of the Plan and the Code. The Company will share such information as required by federal tax law and any agreement between the Company and the Employer.

The Employer may identify a delegate to provide or receive the information described in this section X of the Rider.

### **XI. GENERAL PROVISIONS**

#### **A. Unisex Rates**

The method of calculating contributions and benefits under the Contract are to be based on unisex rates, and any references to sex or gender (with regard to rates and benefits) in the Contract are deleted.

#### **B. Automatic Rollovers**

If the Plan provides for a mandatory distribution described in Code section 401(a)(31)(B)(ii), and such a mandatory distribution greater than \$1,000 is made on or after March 28, 2005, if the Employee does not properly elect to have such distribution paid directly to an eligible retirement plan specified by the Employee in a direct rollover or to receive the distribution directly, then the Plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan administrator. For purposes of determining whether a mandatory distribution is greater than \$1000, the portion of the participant's distribution attributable to any rollover contribution is included.

#### **C. Treatment As An Annuity Contract Under Code Section 403(c)**

If the Contract is not treated for federal tax purposes as an annuity contract under Code section 403(b), the Contract will be treated as an annuity contract described in Code section 403(c), the Contract and all endorsements and riders attached to the Contract will be interpreted in accordance with Code section 403(c), and the entire interest in the Contract will be distributed in accordance with the requirements of Code section 72(s).

# TAX SHELTERED ANNUITY RIDER for Flexible or Single Premium Deferred Annuity Contracts (Cont'd.)

**D. Death Benefits  
Under Qualified  
Active Military  
Service**

To the extent required under Code sections 403(b)(14) and 401(a)(37), in the case of an Employee who dies while performing qualified military services (as defined in Code section 414(u)), the survivors of the Employee are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the plan had the participant resumed and then terminated employment on account of death.

**E. Deferral of  
Surrender or Loan  
Amount**

We may defer payment of any loan amount or any full or partial surrender for a period not more than six months after we receive the request, as long as such deferral does not cause the Contract to violate Code sections 403(b)(10) or 401(a)(9).

**F. ERISA**

If this Contract is being maintained pursuant to a Plan that is subject to the requirements of Title I of ERISA, the Employer is solely responsible for assuring that the Plan complies at all times with such requirements, including assuring that all distributions, consents, and elections under the Contract comply with the requirements of section 205 of ERISA. The Company shall be under no duty to determine whether a plan constitutes an employee benefit plan that is subject to Title I of ERISA and shall be fully entitled to rely on the Employer's or Plan Administrator's representation of the Plan's ERISA status.

**G. Qualified Advisor**

Federal and state pension and tax rules and requirements relevant to this Contract, and, if applicable, the requirements of ERISA, are complex. Therefore, you (or your Beneficiary) should in all cases obtain advice from a qualified advisor with respect to your own (or his or her own) personal situation before making any elections.

*Signed for the Company.*

OM Financial Life Insurance Company



Bruce G. Parker, Jr.

President



Eric Marhoun

Secretary

*SERFF Tracking Number:* MCHX-125889708 *State:* Arkansas  
*Filing Company:* OM Financial Life Insurance Company *State Tracking Number:* 40784  
*Company Tracking Number:* OM TSA 2009  
*TOI:* A10 Annuities - Other *Sub-TOI:* A10.000 Annuities - Other  
*Product Name:* OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuity  
*Project Name/Number:* OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuity Rider/OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuity Rider

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: MCHX-125889708 State: Arkansas  
Filing Company: OM Financial Life Insurance Company State Tracking Number: 40784  
Company Tracking Number: OM TSA 2009  
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
Product Name: OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuit  
Project Name/Number: OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuity Rider/OM TSA 2009-Ind. OM Financial-Tax Sheltered Annuity Rider

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** 11.05.08 Submission Letter 11/05/2008  
**Comments:**  
**Attachment:**  
11\_05\_08 Submission Letter.PDF

**Review Status:**  
**Satisfied -Name:** Authorization Letter 11/05/2008  
**Comments:**  
**Attachment:**  
Authorization Letter.PDF

**Review Status:**  
**Satisfied -Name:** Forms List 11/05/2008  
**Comments:**  
**Attachment:**  
Forms List.PDF

**Review Status:**  
**Satisfied -Name:** Certification/Notice 11/05/2008  
**Comments:**  
**Attachment:**  
AR Certification of Compliance with Rule 19.PDF

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**McHugh Consulting Resources, Inc.**

NAIC #: 63274  
FIN:52-6033321

November 5, 2008

**Submitted via SERFF**

Julie Benafield Bowman  
Insurance Commissioner  
Arkansas Department of Insurance  
Compliance-Life and Health  
1200 West Third Street  
Little Rock, AR 72201-1904

RE: New Tax Sheltered Annuity Rider  
For Flexible or Single Premium Deferred Annuities  
Form Number: OM TSA 2009

Dear Commissioner Bowman:

McHugh Consulting Resources, Inc. has been requested to file the enclosed forms on behalf of OM Financial Life Insurance Company. We have provided an authorization letter for your files.

The above referenced form is enclosed for your review and approval. The form is new and does not replace any form currently on file with your Department.

The rider may be attached to any approved flexible or single premium deferred annuity that is used to establish a tax sheltered annuity. The language in this rider has been updated to comply with the Internal Revenue Service final regulations regarding 403(b) Tax Shelter Annuities.

Issue ages for this rider will be the same as those for the policy to which it is attached.

The rider is being submitted simultaneously to our home state of Maryland.

A Flesch reading ease score is not required for the riders since they has been written to meet the requirements of federal law (Code Sections 403(b) and 401(a)(9)).

The rider is in final printed form subject only to changes in font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required under your law.

Thank you for your time and consideration of this filing.

Sincerely,

A handwritten signature in black ink that reads "Betty Dabrowski". The signature is written in a cursive style with a large, prominent initial 'B'.

Betty Dabrowski  
Consultant  
Telephone: (215) 230-7961  
Fax: (215) 230-7961  
[mcr@mchughconsulting.com](mailto:mcr@mchughconsulting.com)



Old Mutual Financial Network  
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1.888.697.LIFE  
FX 410.895.0162

OM FINANCIAL LIFE INSURANCE COMPANY  
OM FINANCIAL LIFE INSURANCE COMPANY OF NEW YORK

January 1, 2008

NAIC Company Code: 63274

To: The Insurance Commissioner

Re: Authorization

This letter, or a copy thereof, will authorize the consulting firm of McHugh Consulting Resources, Inc., 350 South Main, Suite 103 Doylestown, PA 18901, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

OM Financial Life Insurance Company

BY:

A handwritten signature in black ink that reads "JoAnn Grant".

JoAnn Grant  
Vice President

**w w w . o m f n . c o m**

Old Mutual Financial Network is the marketing name for OM Financial Life Insurance Company (Home Office, Baltimore, MD);  
and OM Financial Life Insurance Company of New York (Home Office, Purchase, NY).

**OM Financial Life Insurance Company  
Form Listing**

<b>Form Number</b>	<b>Description</b>
OM TSA 2009	Tax Sheltered Annuity Rider

**Certificate of Compliance with  
Arkansas Rule and Regulation 19**

Insurer: OM Financial Life Insurance Company

Form Number(s): OM TSA 2009

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



\_\_\_\_\_  
Signature of Company Officer

Jo Ann Grant

\_\_\_\_\_  
Name

Vice President, Product Implementation

\_\_\_\_\_  
Title

October 29, 2008

\_\_\_\_\_  
Date