

SERFF Tracking Number: MCHX-125901425 State: Arkansas
 Filing Company: OM Financial Life Insurance Company State Tracking Number: 40830
 Company Tracking Number: OM IRA 2009
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: OM IRA 2009-Ind. OM Financial-Annuity rider
 Project Name/Number: OM IRA 2009-Ind. OM Financial-Annuity rider/OM IRA 2009-Ind. OM Financial-Annuity rider

Filing at a Glance

Company: OM Financial Life Insurance Company

Product Name: OM IRA 2009-Ind. OM Financial-Annuity rider SERFF Tr Num: MCHX-125901425 State: ArkansasLH

TOI: A10 Annuities - Other	SERFF Status: Closed	State Tr Num: 40830
Sub-TOI: A10.000 Annuities - Other	Co Tr Num: OM IRA 2009	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Author: SPI McHughConsulting	Disposition Date: 11/19/2008
	Date Submitted: 11/13/2008	Disposition Status: Approved
Implementation Date Requested: 12/13/2008		Implementation Date:

State Filing Description:

General Information

Project Name: OM IRA 2009-Ind. OM Financial-Annuity rider
 Project Number: OM IRA 2009-Ind. OM Financial-Annuity rider
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending
 Date Approved in Domicile:
 Domicile Status Comments: Filed concurrently
 in MD, the domicile state.
 Market Type: Individual
 Group Market Size:
 Group Market Type:

Explanation for Combination/Other:
 Submission Type: New Submission
 Overall Rate Impact:
 Filing Status Changed: 11/19/2008
 State Status Changed: 11/19/2008
 Corresponding Filing Tracking Number:

Deemer Date:

Filing Description:
 OM Financial Life Insurance Company
 New IRA and Roth IRA Annuity Riders
 For Flexible or Single Premium Deferred Annuities
 Form Numbers: OM IRA 2009
 OM ROTH IRA 2009

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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 forms are enclosed for your review and approval. The forms are new and do not replace any form currently on file with your Department.

The riders may be attached to any approved flexible or single premium deferred annuity that is used to establish an Independent Retirement Annuity or Roth Independent Retirement Annuity. The language in this rider has been updated to comply with the Internal Revenue Service final regulations regarding 408(b) for IRA's and 408A for Roth IRA's.

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

A Flesch reading ease score is not required for the riders since they were written to meet the requirements of federal law (Code Sections 408(b) and 408A).

The riders are 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.

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:
(410) 895-0091 ext. [Phone] FEIN Number: 52-6033321

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Filing Fees

Fee Required? Yes
Fee Amount: \$250.00
Retaliatory? Yes
Fee Explanation: Maryland, the domicile state, charges \$125 per form for a total of \$250. Therefore, the retaliatory fee is being submitted as it is greater than the AR fee.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
OM Financial Life Insurance Company	\$250.00	11/13/2008	23898273

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/19/2008	11/19/2008

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Project Name/Number: OM IRA 2009-Ind. OM Financial-Annuity rider/OM IRA 2009-Ind. OM Financial-Annuity rider

Disposition

Disposition Date: 11/19/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Certification/Notice		Yes
Supporting Document	Submission Letter		Yes
Supporting Document	Authorization Letter, Form Listing		Yes
Form	Individual Retirement Annuity Rider		Yes
Form	Roth IRA Rider		Yes

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Form Schedule

Lead Form Number: OM IRA 2009

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	OM IRA 2009	Certificate	Individual Retirement Annuity Rider	Initial		0	OM IRA 2009.PDF
	OM ROTH IRA 2009	Certificate	Roth IRA Rider	Initial		0	OM ROTH IRA 2009.PDF

INDIVIDUAL RETIREMENT ANNUITY RIDER

for Flexible or Single Premium Deferred Annuity Contract

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 individual retirement annuity ("IRA") described in section 408(b) of the Internal Revenue Code of 1986, as amended (the "Code"). All the provisions of the Contract and this Rider shall be interpreted in accordance with Code section 408(b) and the Income Tax Regulations thereunder. 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.

OM Financial Life Insurance Company (the "Company") reserves the right to amend this Rider with or without your consent in order to comply with any changes in the Code, regulations issued thereunder and administrative rulings. The Company will give you notice of any such amendments.

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. Owner and Annuitant The Owner must be a natural person who is the sole Owner of the Contract and the Annuitant. A joint Owner cannot be named.

A second Annuitant may be named in addition to you, the Owner and Annuitant, (as either a joint or contingent annuitant) if otherwise provided for in the Contract.

Except as otherwise permitted under the section V.D of this Rider, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed.

This Contract is established for the exclusive benefit of the Owner or the Owner's beneficiaries.

II. SEP IRA If the Contract is issued in connection with a Simplified Employee Pension ("SEP") as described in Code section 408(k), the method of calculating annuity payments 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 disregarded.

III. Nontransferable and Nonforfeitable The Owner's interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, to any person other than the Company (other than a transfer incident to a divorce or separation instrument in accordance with Code section 408(d)(6)). No loans may be made under this Contract.

IV. Contribution Limits Unless otherwise provided by applicable federal tax law:

A. If only a single premium is permitted under the Contract, the single premium may not include any amounts other than a rollover contribution (as permitted by Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16)) or a non-taxable transfer from an individual retirement plan under Code section 7701(a)(37).

B. If flexible premiums are permitted under the Contract:

1. Except in the case of a rollover contribution (as permitted by Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16)), a non-taxable transfer from an individual retirement plan under Code section 7701(a)(37), or a contribution made in accordance with the terms of a SEP, no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

2. In the case of an Owner who is age 50 or older, the annual cash contribution limit is increased by \$1,000.

3. In addition to the amounts described in subsections B.1 and B.2 above, the Owner may make a

INDIVIDUAL RETIREMENT ANNUITY RIDER

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

repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

4. In addition to the amounts described in subsections B.1 and B.3 above, an Owner who was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this subsection B.4 may not also make contributions under subsection B.2, unless otherwise provided by applicable federal tax law.
- C. No contribution will be accepted under a SIMPLE plan established by any employer pursuant to Code section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE plan.
- V. Required Minimum Distributions
- A. Notwithstanding any provision of the Contract to the contrary, the distribution of the entire interest in the Contract shall be made in accordance with the minimum distribution requirements of Code sections 401(a)(9) and 408(b)(3) and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under subsection D.5 of this section V of the Rider) must satisfy the requirements of Code section 408(a)(6) and the Income Tax Regulations thereunder, rather than subsections C, D, and E of this section V of the Rider.
 - B. As used in this Rider, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such other date provided by applicable federal tax law.
 - C. Distributions during the Owner's life.
 1. Unless otherwise permitted under applicable federal tax law, the entire interest in the Contract will commence to be distributed no later than the required beginning date over (1) the life of the Owner or the lives of the Owner and his or her designated beneficiary (within the meaning of Code section 401(a)(9)), or (2) a period not extending beyond the life expectancy of the Owner, or joint life and last survivor expectancy of the Owner and his or her designated beneficiary.
 2. If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of Code section 401(a)(9) and the Income Tax Regulations thereunder. Payments must be made in periodic intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either 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 the provisions of Q&A-13 of section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations.
 3. The distribution periods described above in this section V.C of the Rider may not exceed the periods specified in section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).
 4. If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.
 - D. Distributions after the Owner's death.

INDIVIDUAL RETIREMENT ANNUITY RIDER

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

1. If the Owner dies on or after required distributions commence, the entire remaining interest in the Contract, if any, will be distributed at least as rapidly as under the annuity type or option chosen.
2. If the Owner dies before required distributions commence, his or her entire interest in the Contract will be distributed at least as rapidly as follows:
 - a. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over a period not extending beyond the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with subsection D.2.c below.
 - b. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life, or over a period not exceeding the remaining life expectancy of the surviving spouse, or, if elected, in accordance with subsection D.2.c below. If the surviving spouse dies before required distributions commence 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 life, or over a period not extending beyond 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 in accordance with subsection D.2.c below. If the spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the annuity type or option chosen.
 - c. If there is no designated beneficiary, or if applicable by operation of subparagraphs a or b of this subsection D.2, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subsection D.2.b above).
 - d. 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 a surviving spouse as the sole designated beneficiary, such spouse's 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 specified in subparagraphs a or b of this subsection D.2 and reduced by 1 for each subsequent year.

If benefits under the Contract are payable in accordance with an annuity type or option provided under the Contract, life expectancy will not be recalculated.

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

Except as provided in subsection D.4 below, 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 the date distributions are required to begin pursuant to subsection D.2.b above or December 31 of the calendar year containing the fifth anniversary of the Owner's death.

4. If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if the surviving spouse

INDIVIDUAL RETIREMENT ANNUITY RIDER for Flexible or Single Premium Deferred Annuity Contract (Cont'd.)

makes a contribution to this Contract or fails to take required distributions as a beneficiary. The election under this subsection D.4 of the Rider may be made only once and may not be made a second time by the surviving spouse's designated beneficiary.

5. Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial present value of any additional benefits provided under the Policy, such as guaranteed death benefits.
6. For purposes of this subsection D, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under subsection D.2.b above. 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 section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

- E. All annuity types and options under the Contract must meet the requirements of Code sections 401(a)(9) and 408(b)(3). The provisions of this Rider reflecting the requirements of these Code sections override any annuity type or option that is inconsistent with such requirements. If guaranteed payments are to be made under the Contract, the period over which the 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 provided by applicable federal tax law).

VI. Withdrawals

Withdrawals may be made in accordance with the terms of the Contract, but the Owner must pay any applicable withdrawal or surrender charges. Contract provisions which limit or prohibit withdrawals until a minimum period of time has elapsed since the contract's Date of Issue will be waived if the Contract is used for employer contributions to a SEP.

VII. Reports

The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

Signed for the Company.

OM Financial Life Insurance Company



Bruce G. Parker, Jr.
President



Eric Marhoun

Secretary

ROTH IRA RIDER

for Flexible or Single Premium Deferred Annuity Contract

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 a Roth IRA described in section 408A of the Internal Revenue Code of 1986, as amended (the "Code"). All the provisions of the Contract and this Rider shall be interpreted in accordance with Code section 408A and the Income Tax Regulations thereunder. 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. This Rider cannot be used in connection with a designated Roth account within the meaning of Code section 402A.

OM Financial Life Insurance Company (the "Company") reserves the right to amend this Rider with or without your consent in order to comply with any changes in the Code, regulations issued thereunder and administrative rulings. The Company will give you notice of any such amendments.

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. Owner and Annuitant The Owner must be a natural person who is the sole Owner of the Contract and the Annuitant. A joint Owner cannot be named.

A second Annuitant may be named in addition to you, the Owner and Annuitant, (as either a joint or contingent annuitant) if otherwise provided for in the Contract.

Except as otherwise permitted under the section IV.C of this Rider, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed.

This Contract is established for the exclusive benefit of the Owner or the Owner's beneficiaries.

II. Nontransferable and Nonforfeitable The Owner's interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, to any person other than the Company (other than a transfer incident to a divorce or separation instrument in accordance with Code section 408(d)(6)). No loans may be made under this Contract.

III. Contribution Limits Unless otherwise provided by applicable federal tax law:

A. If only a single premium is permitted under the Contract, the single premium may not include any amounts other than a "qualified rollover contribution" or a nontaxable transfer from another Roth IRA. A contribution may be limited under subsections D and E, below, of this section III.

B. If flexible premiums are permitted under the Contract:

1. Except in the case of a qualified rollover contribution, a "recharacterization" (described in section III.B.4 below), or a nontaxable transfer from another Roth IRA, no contribution will be accepted unless it is in cash and the total of such contributions to all the Owner's Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in section III.B.2 below) or the Owner's compensation (as defined in section III.B.5 below) for that taxable year. The contribution described in the preceding sentence is hereinafter referred to as a "regular Payment." However, notwithstanding the dollar limits on contributions, an Owner may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the two-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later. Contributions may be limited under subsections B.3, D, and E, below, of this section III.

2. Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined below:

a. If the Owner is under age 50, the Applicable Amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the

ROTH IRA RIDER

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

Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

- b. If the Owner is age 50 or older, the Applicable Amount under subsection B.2.a above is increased by \$1,000.
 - c. If the Owner was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(c)(5)(C), then the Applicable Amount under subsection B.2.a above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this subsection B.2.c may not also make contributions under subsection B.2.b, unless otherwise provided by applicable tax law.
3. The maximum regular Payment that can be made to all of the Owner's Roth IRAs for a taxable year is the smaller amount determined under the following subparagraphs a or b.
 - a. The maximum regular Payment limit is gradually reduced to \$0 between certain levels of modified adjusted gross income ("modified AGI," as defined in section III.F below). For an Owner who is single or is a head of household, the maximum annual regular Payment is phased out between modified AGI of \$95,000 and \$110,000; for an Owner who is married filing a joint return or is a qualifying widow(er), between modified AGI of \$150,000 and \$160,000; and for an Owner who is married filing a separate return, between modified AGI of \$0 and \$10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular Payment determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, these dollar amounts will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of \$1,000.
 - b. If the Owner makes regular Payments to both Roth and non-Roth IRAs for a taxable year, the maximum regular Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Payments made to the Owner's non-Roth IRAs for the taxable year.
 4. A regular Payment to a non-Roth IRA may be recharacterized pursuant to the rules in section 1.408A-5 of the Income Tax Regulations as a regular Payment to this IRA, subject to the limits in section III.B.3 above.
 5. For purposes of section III.B.1 above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code section 401(c)(2) shall be applied as if the term trade or business for purposes of Code section 1402 included service described in subsection (c)(6) of that Code section. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under Code section 71 with respect to a divorce or separation instrument described in subparagraph (A) of Code section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a non-Roth IRA. The term compensation includes gross income received for active service in a combat zone as a member in the Armed Forces of the United States.
- C. A "qualified rollover contribution" is a rollover contribution of a distribution from an IRA that meets the

ROTH IRA RIDER

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

requirements of Code section 408(d)(3), except the one-rollover-per-year rule of Code section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). A qualified rollover contribution also includes a rollover from a designated Roth account described in Code section 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Code section 402(c)(8)(B).

- D. A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this Roth IRA if, for the year the amount is distributed from the other plan, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of \$100,000, or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for the taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this subsection D do not apply to qualified rollover contributions.
- E. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- F. For purposes of subsections B.3 and D of this section III, an individual's modified AGI for a taxable year is defined in Code section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").

IV. Required Minimum Distributions

- A. Notwithstanding any provision of the Contract to the contrary, the distribution of the Owner's interest in this Roth IRA shall be made in accordance with the requirements of Code sections 401(a)(9) and 408(b)(3), as modified by Code section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under subsection C.4 below) must satisfy the requirements of Code section 408(a)(6), as modified by Code section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in subsection C below.
- B. Distributions during the Owner's life.
No amount is required to be distributed prior to the death of the Owner.
- C. Distributions after the Owner's death.
 - 1. Upon the death of the Owner, the entire remaining interest in the Contract, if any, will be distributed at least as rapidly as follows:
 - a. If the designated beneficiary (within the meaning of Code section 401(a)(9)) is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over a period not extending beyond the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with section IV.C.1.c below.
 - b. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later) over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with section IV.C.1.c below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed,

ROTH IRA RIDER

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

starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's life, or over a period not extending beyond 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 surviving spouse or, if elected, will be distributed in accordance with section IV.C.1.c below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the annuity type or option chosen.

- c. If there is no designated beneficiary or, if applicable, by operation of section IV.C.1.a or b above, the entire interest shall be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under section IV.C.1.b above).
- d. Life expectancy is determined by 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 a surviving spouse as the sole designated beneficiary, such spouse's 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 specified in section IV.C.1.a or b above and reduced by 1 for such subsequent year.

If benefits under the Contract are payable in accordance with an annuity type or option provided under the Contract, life expectancy shall not be recalculated.

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

Except as provided in section IV.C.3 below, 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 the date distributions are required to begin pursuant to section IV.C.1.b above or December 31 of the calendar year containing the fifth anniversary of the Owner's death.

3. If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Contract as his or her Roth IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to this Contract or fails to take required distributions as a beneficiary. The election under this paragraph 3 may be made only once and may not be made a second time by the surviving spouse's designated beneficiary.
 4. Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial value of any additional benefits provided under the Roth IRA, such as guaranteed death benefits.
 5. For purposes of section IV.C.1.b above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. 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 section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- D. All annuity types and options under the Contract must meet the requirements applicable to Roth IRAs under the Code and applicable Income Tax Regulations. The provisions of this Rider reflecting the requirements of these Code sections override any annuity type or option that is inconsistent with such requirements.

ROTH IRA RIDER for Flexible or Single Premium Deferred Annuity Contract (Cont'd.)

- V. Withdrawals Withdrawals may be made in accordance with the terms of the Contract, but the Owner must pay any applicable withdrawal or surrender charges.
- VI. Reports The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

Signed for the Company.

OM Financial Life Insurance Company



Bruce G. Parker, Jr.
President



Eric Marhoun

Secretary

SERFF Tracking Number: MCHX-125901425 *State:* Arkansas
Filing Company: OM Financial Life Insurance Company *State Tracking Number:* 40830
Company Tracking Number: OM IRA 2009
TOI: A10 Annuities - Other *Sub-TOI:* A10.000 Annuities - Other
Product Name: OM IRA 2009-Ind. OM Financial-Annuity rider
Project Name/Number: OM IRA 2009-Ind. OM Financial-Annuity rider/OM IRA 2009-Ind. OM Financial-Annuity rider

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MCHX-125901425 State: Arkansas
Filing Company: OM Financial Life Insurance Company State Tracking Number: 40830
Company Tracking Number: OM IRA 2009
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: OM IRA 2009-Ind. OM Financial-Annuity rider
Project Name/Number: OM IRA 2009-Ind. OM Financial-Annuity rider/OM IRA 2009-Ind. OM Financial-Annuity rider

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 11/13/2008

Comments:

A Flesch reading ease score is not required for the riders since they were written to meet the requirements of federal law (Code Sections 408(b) and 408A).

Attachments:

AR Certificate of Compliance - Rule 19.PDF
AR Certificate of Compliance 23-79-138 and R&R 49.PDF

Review Status:

Satisfied -Name: Submission Letter 11/13/2008

Comments:

Attachment:

Submission Letter.PDF

Review Status:

Satisfied -Name: Authorization Letter, Form Listing 11/13/2008

Comments:

Attachments:

Authorization Letter.PDF
Form Listing.PDF

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: OM Financial Life Insurance Company

Form Number(s): OM IRA 2009
OM ROTH IRA 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

Title

November 13, 2008

Date

CERTIFICATE OF COMPLIANCE

Insurer: OM Financial Life Insurance Company

Form Numbers: OM IRA 2009
OM ROTH IRA 2009

I hereby certify that the filing above meets all applicable Arkansas requirements including Regulation 49 (Life and Health Guaranty Fund Notice) and Ark. Code Ann. 23-79-138 and Bulletin 11-88 (Consumer Information Notice).



Signature of Company Officer

Jo Ann Grant

Name

Vice President

Title

November 13, 2008

Date

.....
McHugh Consulting Resources, Inc.

NAIC #: 63274
FIN:52-6033321

November 13, 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: OM Financial Life Insurance Company
New IRA and Roth IRA Annuity Riders
For Flexible or Single Premium Deferred Annuities
Form Numbers: OM IRA 2009
OM ROTH IRA 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 forms are enclosed for your review and approval. The forms are new and do not replace any form currently on file with your Department.

The riders may be attached to any approved flexible or single premium deferred annuity that is used to establish an Independent Retirement Annuity or Roth Independent Retirement Annuity. The language in this rider has been updated to comply with the Internal Revenue Service final regulations regarding 408(b) for IRA's and 408A for Roth IRA's.

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

A Flesch reading ease score is not required for the riders since they were written to meet the requirements of federal law (Code Sections 408(b) and 408A).

The riders are 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,

Katherine Hansen
Katherine Hansen
Consultant



Old Mutual Financial Network
1001 Fleet Street
Baltimore, Maryland 21202
PH 410.895.0100
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

Form Number	Form Name
OM IRA 2009	Individual Retirement Annuity Rider
OM ROTH IRA 2009	Roth IRA Rider