

SERFF Tracking Number:	GRAX-125781771	State:	Arkansas
Filing Company:	Great American Life Insurance Company	State Tracking Number:	39977
Company Tracking Number:	E6004308NW		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.002 Flexible Premium
Product Name:	Annuity Individual Fixed		
Project Name/Number:	Annuity Individual Fixed/E6004308NW		

## Filing at a Glance

Company: Great American Life Insurance Company

Product Name: Annuity Individual Fixed      SERFF Tr Num: GRAX-125781771      State: ArkansasLH

TOI: A02I Individual Annuities- Deferred Non-Variable      SERFF Status: Closed      State Tr Num: 39977

Sub-TOI: A02I.002 Flexible Premium      Co Tr Num: E6004308NW      State Status: Approved-Closed

Filing Type: Form      Co Status:      Reviewer(s): Linda Bird

Author: SPI      Disposition Date: 08/22/2008

GreatAmericanFinancialRes

Date Submitted: 08/19/2008      Disposition Status: Approved

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name: Annuity Individual Fixed

Status of Filing in Domicile: Pending

Project Number: E6004308NW

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type:

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/22/2008

State Status Changed: 08/22/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Form E6004308NW is a Tax Sheltered Annuity Endorsement. It incorporates language needed to comply with new federal tax regulations under Section 403(b) of the Internal Revenue Code, and is needed to maintain the continued tax qualification of tax-sheltered annuity contracts. This endorsement will be used with the company's individual fixed annuity portfolio, both existing products and products we may develop in the future, in instances where a Section 403(b) tax-qualified annuity is sold. It will be attached to both new and previously issued contracts. The form contains federally

SERFF Tracking Number: GRAX-125781771 State: Arkansas  
 Filing Company: Great American Life Insurance Company State Tracking Number: 39977  
 Company Tracking Number: E6004308NW  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: Annuity Individual Fixed  
 Project Name/Number: Annuity Individual Fixed/E6004308NW

mandated language and is therefore exempt from Flesch score requirements.

## Company and Contact

### Filing Contact Information

Stephen Essman, Compliance Specialist sessman@gafri.com  
 P. O. Box 5420 (513) 412-2731 [Phone]  
 Cincinnati, OH 45201-5420 (513) 412-1470[FAX]

### Filing Company Information

Great American Life Insurance Company CoCode: 63312 State of Domicile: Ohio  
 P. O. Box 5420 Group Code: 84 Company Type:  
 Cincinnati, OH 45201-5420 Group Name: Great American State ID Number:  
 Financial Resources, Inc.  
 (800) 854-3649 ext. [Phone] FEIN Number: 13-1935920  
 -----

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? Yes  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Life Insurance Company	\$50.00	08/19/2008	22012258

SERFF Tracking Number: GRAX-125781771 State: Arkansas  
Filing Company: Great American Life Insurance Company State Tracking Number: 39977  
Company Tracking Number: E6004308NW  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: Annuity Individual Fixed  
Project Name/Number: Annuity Individual Fixed/E6004308NW

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/22/2008	08/22/2008

SERFF Tracking Number: GRAX-125781771 State: Arkansas  
Filing Company: Great American Life Insurance Company State Tracking Number: 39977  
Company Tracking Number: E6004308NW  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: Annuity Individual Fixed  
Project Name/Number: Annuity Individual Fixed/E6004308NW

## Disposition

Disposition Date: 08/22/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GRAX-125781771 State: Arkansas  
 Filing Company: Great American Life Insurance Company State Tracking Number: 39977  
 Company Tracking Number: E6004308NW  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
 Variable  
 Product Name: Annuity Individual Fixed  
 Project Name/Number: Annuity Individual Fixed/E6004308NW

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Form	Tax Sheltered Annuity Endorsement		Yes





LIFE INSURANCE COMPANY

Home Office: Cincinnati, Ohio  
Fixed Administrative Office: P.O. Box 5420, Cincinnati, Ohio 45201-5420

## TAX SHELTERED ANNUITY ENDORSEMENT

The annuity contract ("Contract") is changed by this Tax-Sheltered Annuity Endorsement (this "Endorsement") to add the following additional provisions:

**APPLICABLE TAX LAW RESTRICTIONS.** This Contract is intended to receive contributions that qualify for deferred tax treatment under Internal Revenue Code ("IRC") Section 403(b). It is restricted as required by federal tax law. We may change the terms of this Contract or administer this Contract at any time as needed to comply with that law. Any such change may be applied retroactively.

**APPLICABLE PLAN RESTRICTIONS.** To the extent required to satisfy the Income Tax Regulations under IRC Section 403(b):

- 1) this Contract is subject to the terms of the 403(b) retirement plan under which contributions were made (the "Plan") that is sponsored or maintained by an eligible employer (the "Employer"); in the event of any conflict, the terms of the Plan control, provided that such terms do not require us to provide benefits not otherwise provided under this Contract;
- 2) we will share with the Employer, a Plan administrator, or other vendor under the Plan, any information necessary for this Contract, or any other annuity contract or custodial account to which contributions have been made by the Employer, to satisfy IRC Section 403(b), including the following: (i) the Employer providing information as to whether your employment with the Employer is continuing, and notifying us when you have had a severance from employment (for purposes of the distribution restrictions under the Plan); (ii) our notifying the Employer of any hardship withdrawal under the Plan if the withdrawal results in a 6-month suspension of your right to make elective deferrals under the Plan; and (iii) our providing information to the Employer and other vendors concerning your interests in annuity contracts or qualified plan benefits (to enable a vendor to determine the amount of any plan loans and any rollover accounts that are available to you under the Plan in order to satisfy the financial need under the hardship withdrawal rules); and
- 3) we will share with the Employer, a Plan administrator, or other vendor under the Plan, any information in order of this Contract or any other annuity contract or custodial account to which contributions have been made for you by the Employer, to satisfy other tax law requirements, including the following: (i) the amount of any plan loan that is outstanding to you for a vendor to determine whether an additional plan loan satisfies the loan limitations of the Plan, so that any such additional loan is not a deemed distribution under IRC Section 72(p)(1); and (ii) information concerning your after-tax employee contributions in order for a vendor to determine the extent to which a distribution is includible in gross income.

The Plan may require that no distribution, loan, contract exchange, plan-to-plan transfer, or rollover contribution involving this Contract be made without specific instructions from the Employer or a Plan administrator. We may rely on representations, instructions, and information provided by the Employer or a Plan administrator. We may rely on representations and information provided by other vendors under the Plan.

This provision does not apply if:

- 1) this Contract is funded solely with amounts transferred from another Section 403(b) annuity contract or from a custodial account described in IRC Section 403(b)(7);
- 2) each transfer was qualified as a tax-free direct transfer described in Revenue Ruling 90-24; and
- 3) each transfer was made on or before September 24, 2007.

**NO ASSIGNMENT OR TRANSFER.** You cannot assign, sell, or transfer your interest in this Contract. You cannot pledge it to secure a loan or the performance of an obligation, or for any other purpose. The only exceptions to these rules are:

- 1) this Contract may secure a loan made to you under any loan provisions of this Contract;
- 2) all or part of your interest in this Contract may be transferred under a Qualified Domestic Relations Order as defined in IRC Section 414(p); and
- 3) payments from this Contract may be based on the joint lives or joint life expectancies of you and another person, but such other person shall have no present rights in this Contract during your lifetime.

**LIMIT ON SOURCE OF PURCHASE PAYMENTS.** Purchase Payments for this Contract are limited to:

- 1) contributions made by or through the Employer under the Plan;
- 2) rollover contributions described in IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), to the extent permitted under the Plan;
- 3) annuity contract and custodial account exchanges described in Section 1.403(b)-10(b)(2) of the Income Tax Regulations; and
- 4) plan-to-plan transfers described in Section 1.403(b)-10(b)(3) of the Income Tax Regulations.

**DESIGNATED ROTH CONTRIBUTIONS.** To the extent permitted under the Plan, Purchase Payments may include:

- 1) contributions that are designated Roth contributions within the meaning of IRC Section 402A(c)(1);
- 2) rollover contributions that are described in IRC Section 402A(c)(3) from a designated Roth account under an applicable retirement plan described in IRC Section 402A(e)(1);
- 3) contract and custodial account exchanges from designated Roth accounts under the Plan; or
- 4) plan-to-plan transfers from designated Roth accounts under an applicable retirement plan described in IRC Section 402A(e)(1).

All amounts that are attributable to designated Roth contributions must be maintained in a separate account. Separate records will be kept for each such account.

**LIMITS ON AMOUNT OF CONTRIBUTIONS.** Except for catch-up contributions permitted by IRC Section 414(v):

- 1) contributions made to this Contract and any other plan, contract, or arrangement under salary reduction agreement(s) with an employer cannot exceed the limits of IRC Section 402(g), and we may distribute any contributions in excess of this limit, together with the income allocable thereto and net of any loss thereon, to you as permitted by law; and
- 2) contributions to this Contract cannot exceed the limit of IRC Section 415.

These limits do not apply to rollover contributions.

**DISTRIBUTION RESTRICTIONS FOR ELECTIVE DEFERRALS.** Amounts attributable to IRC Section 403(b) elective deferrals (including any designated Roth contributions) cannot be distributed from this Contract unless:

- 1) you have reached age 59-1/2;
- 2) you have had a severance from employment with the Employer;
- 3) you have died;
- 4) you have become disabled as defined in IRC Section 72(m)(7);
- 5) you have incurred a hardship by reason of an immediate and heavy financial need as defined in Section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations, to the extent a distribution is necessary as determined under Section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations ; or
- 6) you qualify for a distribution as a reservist called to active duty as described in IRC Section 72(t)(2)(G).

A withdrawal made by reason of a hardship cannot include any income attributable to salary reduction contributions. These distribution restrictions do not apply to 403(b) elective deferrals made before January 1, 1989, and to earnings credited prior to such date.

**DISTRIBUTION RESTRICTIONS FOR CUSTODIAL ACCOUNT TRANSFERS.** Amounts attributable to transfers from a custodial account described in IRC Section 403(b)(7), other than amounts attributable to 403(b) elective deferrals, cannot be distributed from this Contract unless:

- 1) you have reached age 59-1/2;
- 2) you have had a severance from employment with the Employer;
- 3) you have died; or
- 4) you have become disabled as defined in IRC Section 72(m)(7).

**DISTRIBUTION RESTRICTIONS FOR OTHER AMOUNTS.** Amounts other than those attributable to 403(b) elective deferrals or to transfers from a custodial account described in IRC Section 403(b)(7) cannot be distributed from this Contract unless:

- 1) you have had a severance from employment with the Employer; or
- 2) upon the occurrence of some event specified in the Plan, such as after a fixed number of years, the attainment of a stated age, or disability.

This provision does not apply to an annuity contract that is issued before January 1, 2009.

**ABSENCE OF SEPARATE ACCOUNTING.** If a separate account has not been maintained for 403(b) elective deferrals, custodial account transfers, rollovers, and other amounts, then no amount shall be distributed until the later of:

- 1) the date that amounts attributable to 403(b) elective deferrals may be distributed; or
- 2) the date that amounts attributable to a custodial account transfer may be distributed, or the date that other amounts may be distributed, whichever is applicable.

**DISTRIBUTION RESTRICTIONS FOR EXCHANGES AND TRANSFERS.** Amounts attributable to transfers from another Section 403(b) annuity contract or from a custodial account described in IRC Section 403(b)(7) by means of a contract exchange or plan-to-plan transfer shall be subject to distribution restrictions that are at least as stringent as those imposed by the contract being exchanged or by the plan making the transfer.

**EXCEPTIONS TO DISTRIBUTION RESTRICTIONS.** The distribution restrictions that otherwise apply to this Contract shall not apply to:

- 1) a correction of excess deferrals as provided in Section 1.403(b)-4(f) of the Income Tax Regulations;
- 2) a distribution required by the Employer on termination of the Plan as provided in Section 1.403(b)-10(a) of the Income Tax Regulations;
- 3) a permissible withdrawal of eligible automatic contributions as provided in IRC Section 414(w);
- 4) payments to an alternate payee under a Qualified Domestic Relations Order as provided in Section 1.403(b)-10(c) of the Income Tax Regulations; or
- 5) amounts attributable to rollover contributions, provided that they are maintained in a separate account.

**TRANSFERS AND EXCHANGES NOT CONSIDERED DISTRIBUTIONS.** For purposes of applying the distribution restrictions to this Contract, the following are not considered to be distributions:

- 1) direct transfers to a defined benefit governmental plan as defined in IRC Section 414(d), that are made to purchase permissive service credit as defined in IRC Section 415(n)(3)(A) or as a repayment described in IRC Section 415(k)(3);
- 2) contract or custodial account exchanges that are described in Section 1.403(b)-10(b)(2) of the Income Tax Regulations; or
- 3) plan-to-plan transfers that are described in Section 1.403(b)-10(b)(3) of the Income Tax Regulations.

**DIRECT ROLLOVERS PERMITTED.** To the extent required under IRC Section 401(a)(31), you or your surviving spouse (as defined by federal tax law) may elect to have any portion of an eligible rollover distribution, as defined in IRC Section 403(b)(8), paid directly to an Individual Retirement Annuity or Individual Retirement Account, as defined in IRC Section 408, or, if allowed, to another Tax Sheltered Annuity or other eligible retirement plan described in IRC Section 402(c)(8)(B), specified by you or your surviving spouse and which accepts such distribution. To the extent permitted under IRC Section 402(c)(11), your nonspouse beneficiary may elect to have any portion of a distribution paid directly to an inherited Individual Retirement Annuity or Individual Retirement Account, as defined in IRC Section 408(d)(3)(C). Any direct rollover election must be made on our form, and must be received at our office before the date of payment.

**REQUIRED MINIMUM DISTRIBUTIONS DURING LIFE.** All distributions made hereunder shall be made in accordance with the requirements of IRC Section 403(b)(10) and Section 1.401(a)(9)-6 of the Income Tax Regulations, as modified by Sections 1.408-8 and 1.403(b)-6(e) of the Income Tax Regulations. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of your entire interest in this Contract must satisfy the requirements of IRC Section 403(b)(10) and Section 1.401(a)(9)-5 of the Income Tax Regulations, as modified by Sections 1.408-8 and 1.403(b)-6(e) of the Income Tax Regulations, instead of the requirements set out herein.

The Required Beginning Date for distributions of your interest in this Contract is April 1 following the later of the calendar year in which you reach age 70-1/2 or the calendar year in which you retire from the Employer. No later than the Required Beginning Date, your entire interest in this Contract must begin to be distributed over (i) your life or the lives of you and your designated beneficiary, or (ii) a period certain not to exceed your life expectancy or the joint and last survivor expectancy of you and your designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one year, and must be either nonincreasing or they may increase only as provided in Q&A-1 and Q&A-4 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.

The distribution period described above cannot exceed the period specified in Section 1.401(a)(9)-T of the Income Tax Regulations. The first required payment can be made as late as the Required Beginning Date and must be the payment that is required for a single payment interval. The second payment need not be made until the end of the next payment interval.

Your interest in this Contract includes the amount of any outstanding rollover or transfer, and the actuarial value of any other benefits provided under this Contract, such as guaranteed death benefits, to the extent required by regulations.

For purposes of this provision, your designated beneficiary is an individual designated under this Contract to receive payments after your death and who qualifies as a designated beneficiary under Section 1.401(a)(9)-4 of the Income Tax Regulations.

**REQUIRED MINIMUM DISTRIBUTIONS AFTER DEATH.** If you die after required distributions begin, the remaining portion of your interest in this Contract will continue to be distributed under the contract option chosen.

If you die before required distributions begin, your entire interest in this Contract will be distributed as least as rapidly as follows:

- 1) If an individual other than your surviving spouse (as defined by federal tax law) is your designated beneficiary, then your entire interest will be distributed over the remaining life expectancy of that individual, with payments starting by the end of the calendar year following the calendar year of your death. The life expectancy of the designated beneficiary will be determined using his or her age as of his or her birthday in the year following the year of your death. Alternatively, if elected, your entire interest in this Contract will be distributed by the end of the calendar year that contains the fifth anniversary of your death.
- 2) If your surviving spouse (as defined by federal tax law) is your sole designated beneficiary, then your entire interest will be distributed over such spouse's life, with payments starting by the end of the calendar year following the calendar year of your death, or if later, by the end of the calendar year in which you would have reached age 70-1/2. Alternatively, if elected, your entire interest in this Contract will be distributed by the end of the calendar year that contains the fifth anniversary of your death.

If your surviving spouse dies before required distributions begin to him or her, the remaining interest will be distributed over the remaining life expectancy of the spouse's designated beneficiary, with payments starting by the end of the calendar year following the calendar year of the spouse's death. The life expectancy of the spouse's designated beneficiary will be determined using his or her age as of his or her birthday in the year following the death of the spouse. Alternatively, if elected, the remaining interest in this Contract will be distributed by the end of the calendar year that contains the fifth anniversary of the surviving spouse's death.

If your surviving spouse dies after required distributions begin to him or her, any remaining interest will continue to be distributed under the contract option chosen.

- 3) If there is no designated beneficiary, then your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death.

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 your surviving spouse (as defined by federal tax law) as the designated beneficiary, the spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age on his or her birthday in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table in the year such individual's life expectancy is first determined, reduced by one (1) for each subsequent year.

Required distributions are considered to begin on your Required Beginning Date or, if applicable, on the date distributions are required to begin to a surviving spouse. However, if distributions of your interest in this Contract start prior to such date on an irrevocable basis (except for acceleration) in a form meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to begin on the annuity starting date.

Your interest in this Contract includes the amount of any outstanding rollover or transfer, and the actuarial value of any other benefits provided under this Contract, such as guaranteed death benefits, to the extent required by regulations.

For purposes of this provision, a designated beneficiary is an individual designated under this Contract to receive payments after your death (or the death of a surviving spouse) and who qualifies as a designated beneficiary under Section 1.401(a)(9)-4 of the Income Tax Regulations.

This Endorsement is part of the Contract. It is not a separate contract. It changes the Contract only as and to the extent stated. It supersedes all prior Tax-Sheltered Annuity endorsements. In all cases of conflict with the other terms of the Contract, the provisions of this Endorsement shall control.

Signed for us at our office as of the date of issue.



**MARK F. MUETHING  
SECRETARY**



**CHARLES R. SCHEPER  
PRESIDENT**

<i>SERFF Tracking Number:</i>	<i>GRAX-125781771</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great American Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39977</i>
<i>Company Tracking Number:</i>	<i>E6004308NW</i>		
<i>TOI:</i>	<i>A021 Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A021.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Annuity Individual Fixed</i>		
<i>Project Name/Number:</i>	<i>Annuity Individual Fixed/E6004308NW</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: GRAX-125781771 State: Arkansas  
Filing Company: Great American Life Insurance Company State Tracking Number: 39977  
Company Tracking Number: E6004308NW  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: Annuity Individual Fixed  
Project Name/Number: Annuity Individual Fixed/E6004308NW

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Cover Letter

08/19/2008

**Comments:**

**Attachment:**

Cover Letter.PDF



LIFE INSURANCE COMPANY

Administrative Mailing Address: P.O. Box 5420, Cincinnati, Ohio 45201-5420

August 19, 2008

NAIC No. 0084-63312  
FEIN No. 13-1935920

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

RE: Request For Approval - Great American Life Insurance Company  
E6004308NW Tax Sheltered Annuity Endorsement

Dear Insurance Commissioner Benafield Bowman:

Enclosed for your review and approval, please find the form referenced above. This form will replace form number E6004305NW, which was approved in your state on July 20, 2005. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

Form E6004308NW is a Tax Sheltered Annuity Endorsement. It incorporates language needed to comply with new federal tax regulations under Section 403(b) of the Internal Revenue Code, and is needed to maintain the continued tax qualification of tax-sheltered annuity contracts. This endorsement will be used with the company's individual fixed annuity portfolio, both existing products and products we may develop in the future, in instances where a Section 403(b) tax-qualified annuity is sold. It will be attached to both new and previously issued contracts. The form contains federally mandated language and is therefore exempt from Flesch score requirements.

With this information, I look forward to receiving a favorable response to this filing.

If you have any questions or require additional information regarding this submission, please feel free to contact me at either of the phone numbers indicated below or via e-mail at [sessman@gafri.com](mailto:sessman@gafri.com).

Sincerely,

Stephen E. Essman, ACS, AIAA, AIRC  
Compliance Specialist

**STEPHEN E. ESSMAN, ACS, AIAA, AIRC , COMPLIANCE SPECIALIST**  
**(800) 854-3649 (TOLL FREE - EXT. 12731)**  
**(513) 412-2731 (DIRECT DIAL) \* (513) 412-1470 FAX**