

SERFF Tracking Number: GRAX-125790348 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 40059
Company Tracking Number: E6004108NW
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/E6004108NW

Filing at a Glance

Company: Great American Life Insurance Company

Product Name: Annuity Individual Fixed SERFF Tr Num: GRAX-125790348 State: ArkansasLH
TOI: A02G Group Annuities - Deferred Non- SERFF Status: Closed State Tr Num: 40059
variable

Sub-TOI: A02G.002 Flexible Premium Co Tr Num: E6004108NW State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Linda Bird
Author: SPI Disposition Date: 08/27/2008
GreatAmericanFinancialRes
Date Submitted: 08/25/2008 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: E6004108NW 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: 08/27/2008
State Status Changed: 08/27/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Form E6004108NW is a Roth Individual Retirement Annuity (IRA) Endorsement. It incorporates new language provided by the Internal Revenue Service, and is needed to maintain the continued tax qualification of Roth IRA 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 Roth IRA 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.

SERFF Tracking Number: GRAX-125790348 State: Arkansas
 Filing Company: Great American Life Insurance Company State Tracking Number: 40059
 Company Tracking Number: E6004108NW
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: Annuity Individual Fixed
 Project Name/Number: Annuity Individual Fixed/E6004108NW

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: \$100.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Life Insurance Company	\$100.00	08/25/2008	22116650

SERFF Tracking Number: GRAX-125790348 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 40059
Company Tracking Number: E6004108NW
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/E6004108NW

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/27/2008	08/27/2008

SERFF Tracking Number: GRAX-125790348 *State:* Arkansas
Filing Company: Great American Life Insurance Company *State Tracking Number:* 40059
Company Tracking Number: E6004108NW
TOI: A02G Group Annuities - Deferred Non-variable *Sub-TOI:* A02G.002 Flexible Premium
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/E6004108NW

Disposition

Disposition Date: 08/27/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GRAX-125790348 State: Arkansas
 Filing Company: Great American Life Insurance Company State Tracking Number: 40059
 Company Tracking Number: E6004108NW
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: Annuity Individual Fixed
 Project Name/Number: Annuity Individual Fixed/E6004108NW

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Cover Letter		Yes
Form	Roth Individual Retirement Annuity Endorsement		Yes

SERFF Tracking Number: GRAX-125790348 State: Arkansas
 Filing Company: Great American Life Insurance Company State Tracking Number: 40059
 Company Tracking Number: E6004108NW
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: Annuity Individual Fixed
 Project Name/Number: Annuity Individual Fixed/E6004108NW

Form Schedule

Lead Form Number: E6004108NW

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	E6004108NW	Certificate	Roth Individual Retirement Annuity	Initial		0	E6004108NW
	W	Amendmen	Retirement Annuity				.PDF
		t, Insert	Endorsement				
		Page,					
		Endorseme					
		nt or Rider					



LIFE INSURANCE COMPANY

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

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The annuity contract ("Contract") is changed by this Roth Individual Retirement Annuity Endorsement (this "Endorsement") to add the following additional provisions:

APPLICABLE TAX LAW RESTRICTIONS. This Contract is intended to receive contributions that qualify for special tax treatment under Internal Revenue Code ("IRC") Section 408A. 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.

EXCLUSIVE BENEFIT. This Contract is established for the exclusive benefit of you and your beneficiaries. Your interest in this Contract is nonforfeitable.

NON-PARTICIPATING. This Contract does not pay dividends or share in our surplus.

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) All or part of your interest in this Contract may be transferred to a spouse or former spouse (as defined by federal tax law) under a divorce or separation instrument described in IRC Section 71(b)(2)(A); and
- 2) payments from this Contract may be based on the joint lives or joint life expectancies of you and another person, but such other person will have no present rights in this Contract during your lifetime.

CONTRIBUTIONS. This Contract does not require fixed premiums, purchase payments, or other contributions, but we may decline to accept any contribution of less than \$50. This Contract will not lapse if you do not make contributions. This Contract will remain subject to cancellation under any involuntary surrender or termination provision of this Contract; provided, however, that in no event shall any such cancellation occur unless, at a minimum, contributions have not been made for at least two (2) full contract years and the value of this Contract (increased by any guaranteed interest) would provide a benefit at its stated maturity date of less than \$20 a month under the regular settlement option.

All contributions to us must be made in cash BY CHECK OR MONEY ORDER MADE PAYABLE TO US.

Total contributions made to this Contract with respect to any single tax year, excluding any payment that is allowed as a qualified rollover contribution, may not exceed the amount determined under the Regular Contribution Limit provision of this Endorsement. A qualified rollover contribution is a rollover contribution of a distribution from an IRA that is allowed under the Rollover Contribution Limit provision of this Endorsement and that meets the requirements of IRC Section 408(d)(3), except that the one-rollover-per-year rule of Section 408(d)(3)(B) does not apply if the rollover is from an IRA other than a Roth IRA. A qualified rollover contribution also includes a rollover from a designated Roth account described in IRC Section 402A. For taxable years beginning after 2007, a qualified rollover contribution also includes a rollover contribution from an eligible retirement plan described in IRC Section 402(c)(8)(B) that is allowed under the Rollover Contribution Limit provision of this Endorsement.

Subject to the Regular Contribution Limits provision of this Endorsement, a regular contribution to an IRA other than a Roth IRA may be recharacterized as a regular contribution to this Contract pursuant to the rules of Section 1.408A-5 of the Income Tax Regulations.

This Contract will not accept contributions made by an employer through a SIMPLE IRA plan under IRC Section 408(p). This Contract will not accept a transfer or rollover of any funds attributable to contributions made by an employer through a SIMPLE IRA plan until at least two (2) years after the date you first participated in that employer's SIMPLE IRA plan.

REGULAR CONTRIBUTION LIMIT. The regular contributions for any tax year may not exceed the least of:

- 1) the annual contribution limit (including any increase applicable if you are age 50 or older or any increase for a participant in an IRC Section 401(k) plan of a bankrupt employer), less any reduction that may apply based on your modified adjusted gross income;
- 2) the annual contribution limit (including any increase applicable if you are age 50 or older or any increase for a participant in an IRC Section 401(k) plan of a bankrupt employer), less any regular contributions for that same year that you make to an IRA other than a Roth IRA; or
- 3) your compensation for the year.

The annual contribution limit is:

- 1) \$3,000 for any tax year beginning in 2002 through 2004;
- 2) \$4,000 for any tax year beginning in 2005 through 2007; and
- 3) \$5,000 for any tax year beginning in 2008 and years thereafter.

After 2008, the \$5,000 annual contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If you are age 50 or older, the annual contribution limit is increased by:

- 1) \$500 for any tax year beginning in 2002 through 2005; and
- 2) \$1,000 for any tax year beginning in 2006 and years thereafter.

If you were a participant in an IRC Section 401(k) plan of an employer in bankruptcy meeting certain requirements described in IRC Section 219(b)(5)(C), then the annual contribution limit is increased by \$3,000 for taxable years beginning in 2007 through 2009. You may not use the increased contribution limit under this paragraph in a year that you also use the increased contribution limit for an individual who is age 50 or older.

The annual contribution limit (including any increase if you are age 50 or older or any increase for a participant in an IRC Section 401(k) plan of a bankrupt employer) is reduced ratably between certain levels of modified adjusted gross income as follows:

- 1) if you are single or a head of household, the annual contribution limit is reduced ratably for modified adjusted gross income between \$95,000 and \$110,000, and the annual contribution limit is zero (0) if your modified adjusted gross income is \$110,000 or more;
- 2) if you are married and file a joint return or you are a qualified widow(er), the annual contribution limit is reduced ratably for modified adjusted gross income between \$150,000 and \$160,000, and the annual contribution limit is zero (0) if your modified adjusted gross income is \$160,000 or more; and
- 3) if you are married and file a separate return, the annual contribution limit is reduced ratably for modified adjusted gross income between \$0 and \$10,000, and the annual contribution limit is zero (0) if your modified adjusted gross income is \$10,000 or more.

When subject to such ratable reductions, the annual contribution limit will be rounded up to the next multiple of \$10, and shall not be reduced below \$200 until the point at which it reaches zero (0). After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 408A(c)(3). Such adjustments will be in multiples of \$1,000. For purposes of calculating such a reduction, your modified adjusted gross income is defined in IRC Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover to a Roth IRA from an eligible retirement plan other than a Roth IRA, or as a result of a conversion of a non-Roth IRA to a Roth IRA.

For purposes of this provision, 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 IRC 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, IRC Section 401(c)(2) shall be applied as if the term trade or business for purposes of Section 1402 included service described in subsection (c)(6). 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 IRC Section 71 with respect to a divorce or separation instrument described in Section 71(b)(2)(A). 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 an IRA other than a Roth IRA.

Notwithstanding the dollar limits on contributions, you may make a repayment of a qualified reservist distribution described in IRC Section 72(t)(2)(G) during the two (2) year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

ROLLOVER CONTRIBUTION LIMIT. A rollover to this Contract from an eligible retirement plan other than a Roth IRA or designated Roth account cannot be made if, for the year the amount is distributed from the other plan:

- 1) you are married (as defined by federal tax law) and file a separate return; or
- 2) you are not married (as defined by federal tax law) and have modified adjusted gross income in excess of \$100,000; or
- 3) you are married (as defined by federal tax law) and together you and your spouse have modified adjusted gross income in excess of \$100,000.

For purposes of this provision, your modified adjusted gross income is defined in IRC Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover to a Roth IRA from an eligible retirement plan other than a Roth IRA, or as a result of a conversion of a non-Roth IRA to a Roth IRA. You are not treated as married for a taxable year if you have lived apart from your spouse at all times during the taxable year and file separate returns for the taxable year.

These limits do not apply to qualified rollover contributions from another Roth IRA. These limits do not apply to qualified rollover contributions for taxable years beginning after 2009.

ANNUAL REPORT. Following the end of each calendar year, we will send you a report concerning the status of your Contract. This report will include (i) the amount of all regular contributions received during or after the calendar year which relate to such calendar year; (ii) the amount of all rollover contributions received during such calendar year; (iii) the contract value(s) determined as of the end of such calendar year; (iv) such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue; and (v) such other information as may be required under federal tax law.

REQUIRED MINIMUM DISTRIBUTIONS DURING LIFE. No amount is required to be distributed during your lifetime.

REQUIRED MINIMUM DISTRIBUTIONS AFTER DEATH. All distributions made hereunder shall be made in accordance with the requirements of IRC Section 408(b)(3), as modified by Section 408A(c)(5), and the regulations thereunder. 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 408(a)(6), as modified by Section 408A(c)(5), and the regulations thereunder instead of the requirements set out herein.

Upon your death, 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.

Required distributions are considered to begin on the date distributions are required to begin to your surviving spouse. However, if distributions under 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)-6T of the Temporary Income Tax Regulations, then required distributions are considered to begin on the annuity starting date.

- 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 your designated beneficiary, your 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.

Your interest in this Contract includes the amount of any outstanding rollover, transfer, or recharacterization under Q&A-7 or Q&A-8 of Section 1.408-8 of the Income Tax Regulations, and the actuarial value of any other benefits provided under the IRA, 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 your surviving spouse) and who qualifies as a designated beneficiary under Section 1.401(a)(9)-4 of the Income Tax Regulations.

If your surviving spouse (as defined by federal tax law) is the sole designated beneficiary, he or she may elect to treat this Contract as his or her own Roth IRA. This election will be deemed to have been made if he or she becomes Successor Owner of this Contract or fails to take distributions from this Contract otherwise required by this provision. No contribution or rollover to this Contract may be made after your death unless your spouse (as defined by federal tax law) becomes Successor Owner.

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 Individual Retirement 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.

A handwritten signature in black ink, appearing to read 'Mark F. Muething', with a long horizontal line extending to the right.

**MARK F. MUETHING
SECRETARY**

A handwritten signature in black ink, appearing to read 'Charles R. Scheper', written in a cursive style.

**CHARLES R. SCHEPER
PRESIDENT**

SERFF Tracking Number: GRAX-125790348 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 40059
Company Tracking Number: E6004108NW
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/E6004108NW

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GRAX-125790348 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 40059
Company Tracking Number: E6004108NW
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/E6004108NW

Supporting Document Schedules

Review Status:

Satisfied -Name: Cover Letter

08/25/2008

Comments:

Attachment:

Cover Letter.PDF



LIFE INSURANCE COMPANY

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

August 25, 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
E6004108NW Roth Individual Retirement 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 E6004102NW, which was approved in your state on 10/28/2002. 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 E6004108NW is a Roth Individual Retirement Annuity (IRA) Endorsement. It incorporates new language provided by the Internal Revenue Service, and is needed to maintain the continued tax qualification of Roth IRA 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 Roth IRA 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.

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