

SERFF Tracking Number: MCHX-126302963 State: Arkansas  
 Filing Company: OM Financial Life Insurance Company State Tracking Number: 43500  
 Company Tracking Number: OM 1YPILT-U (3-09)  
 TOI: L04I Individual Life - Term Sub-TOI: L04I.103 Renewable - Single Life -  
 Fixed/Indeterminate Premium  
 Product Name: OM 1YPILT-U (3-09) Individual Level Term Life Insu  
 Project Name/Number: OM 1YPILT-U (3-09) Individual Level Term Life Insurance Rider- OM Financial Life Ins Co/OM 1YPILT-U (3-09) Individual Level  
 Term Life Insurance Rider- OM Financial Life Ins Co

## Filing at a Glance

Company: OM Financial Life Insurance Company

Product Name: OM 1YPILT-U (3-09) Individual Level Term Life Insu SERFF Tr Num: MCHX-126302963 State: Arkansas

Level Term Life Insu

TOI: L04I Individual Life - Term

SERFF Status: Closed-Approved- State Tr Num: 43500  
Closed

Sub-TOI: L04I.103 Renewable - Single Life -  
Fixed/Indeterminate Premium

Co Tr Num: OM 1YPILT-U (3-09) State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: SPI McHughConsulting

Disposition Date: 09/24/2009

Date Submitted: 09/14/2009

Disposition Status: Approved-  
Closed

Implementation Date Requested: 10/14/2009

Implementation Date:

State Filing Description:

## General Information

Project Name: OM 1YPILT-U (3-09) Individual Level Term Life  
Insurance Rider- OM Financial Life Ins Co

Status of Filing in Domicile: Pending

Project Number: OM 1YPILT-U (3-09) Individual Level Term Life  
Insurance Rider- OM Financial Life Ins Co

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filing concurrently  
in Maryland.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 09/24/2009

Explanation for Other Group Market Type:

State Status Changed: 09/24/2009

Deemer Date:

Created By: SPI McHughConsulting

Submitted By: SPI McHughConsulting

Corresponding Filing Tracking Number:

Filing Description:

NAIC# 63274

FIN# 52-6033321

*SERFF Tracking Number:* MCHX-126302963                      *State:* Arkansas  
*Filing Company:* OM Financial Life Insurance Company                      *State Tracking Number:* 43500  
*Company Tracking Number:* OM 1YPILT-U (3-09)  
*TOI:* L04I Individual Life - Term                      *Sub-TOI:* L04I.103 Renewable - Single Life -  
Fixed/Indeterminate Premium  
*Product Name:* OM 1YPILT-U (3-09) Individual Level Term Life Insu  
*Project Name/Number:* OM 1YPILT-U (3-09) Individual Level Term Life Insurance Rider- OM Financial Life Ins Co/OM 1YPILT-U (3-09) Individual Level  
Term Life Insurance Rider- OM Financial Life Ins Co

Re: Filing on Behalf of OM Financial Life Insurance Company  
Term Life Rider Filing  
Form Number: OM 1YPILT-U (3-09), Primary Insured One Year Level Term  
Life Insurance Rider

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

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

The rider provides one year level term insurance for the primary insured.

The rider is substantially similar to OMFL 1YPILT-U (1-07), approved April 9, 2007, except for the following items:

- The 1980 CSO Table was updated to reflect the 2001 CSO Table information
- The maturity age increased from age 100 to age 120; and
- Minor revisions were made to clarify existing rider language.

This rider is intended to be used with the Flexible Premium, Adjustable Death Benefit, Universal Life Insurance Policy with Index Features, OM HCV IUL (3-08), approved on August 18, 2008 by the Department.

The rider may also be used with any approved universal life insurance products.

Language that is bracketed is intended to be variable.

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

Thank you for your time and consideration of this filing.

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## Company and Contact

### Filing Contact Information

Tim Hager, Compliance Assistant mcr@mchughconsulting.com  
 McHugh Consulting Resources 215-230-7960 [Phone]  
 350 South Main Street, Suite 103 215-230-7961 [FAX]  
 Doylestown, PA 18901

### Filing Company Information

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

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
OM Financial Life Insurance Company	\$125.00	09/14/2009	30525403

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	09/24/2009	09/24/2009

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/17/2009	09/17/2009	SPI McHughConsultin g	09/24/2009	09/24/2009

SERFF Tracking Number: MCHX-126302963 State: Arkansas  
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Term Life Insurance Rider- OM Financial Life Ins Co

## Disposition

Disposition Date: 09/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MCHX-126302963 State: Arkansas  
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 Term Life Insurance Rider- OM Financial Life Ins Co

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Submission Letter		Yes
Supporting Document	Authorization Letter		Yes
Supporting Document	Form Listing		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	09.24.09 Resubmission Letter		Yes
Form (revised)	Primary Insured One Year Level Term Life Insurance Rider		Yes
Form	Primary Insured One Year Level Term Life Insurance Rider	Replaced	Yes

SERFF Tracking Number: MCHX-126302963 State: Arkansas  
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Term Life Insurance Rider- OM Financial Life Ins Co

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 09/17/2009  
Submitted Date 09/17/2009  
Respond By Date 10/19/2009

Dear Tim Hager,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Please refer to the Suicide Exclusion provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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 Term Life Insurance Rider- OM Financial Life Ins Co

## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 09/24/2009  
 Submitted Date 09/24/2009

Dear Linda Bird,

### Comments:

Thank you for your objection letter dated September 17, 2009. This is in response to that letter.

### Response 1

Comments: Please find attached the response to your objection letter.

### Related Objection 1

Comment:

Please refer to the Suicide Exclusion provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: 09.24.09 Resubmission Letter

Comment:

#### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Primary Insured One Year Level Term Life Insurance Rider	OM 1YPILT-U (3-09)		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Revised		53.100	OM 1YPILT-U (3-09).PDF

#### Previous Version

Primary Insured One	OM		Policy/Contract/Fraternal	Initial		53.100	OM
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<i>SERFF Tracking Number:</i>	<i>MCHX-126302963</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>OM Financial Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43500</i>
<i>Company Tracking Number:</i>	<i>OM 1YPILT-U (3-09)</i>		
<i>TOI:</i>	<i>L04I Individual Life - Term</i>	<i>Sub-TOI:</i>	<i>L04I.103 Renewable - Single Life - Fixed/Indeterminate Premium</i>
<i>Product Name:</i>	<i>OM 1YPILT-U (3-09) Individual Level Term Life Insu</i>		
<i>Project Name/Number:</i>	<i>OM 1YPILT-U (3-09) Individual Level Term Life Insurance Rider- OM Financial Life Ins Co/OM 1YPILT-U (3-09) Individual Level Term Life Insurance Rider- OM Financial Life Ins Co</i>		
<i>Year Level Term Life Insurance Rider</i>	<i>1YPILT-U (3-09)</i>	<i>Certificate: Amendment, Insert Page, Endorsement or Rider</i>	<i>1YPILT-U (3- 09).PDF</i>

No Rate/Rule Schedule items changed.

Thank you again for your time and consideration of this filing. We appreciate it.

Sincerely,  
SPI McHughConsulting

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 Term Life Insurance Rider- OM Financial Life Ins Co

## Form Schedule

### Lead Form Number: OM 1YPILT-U (3-09)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	OM 1YPILT-U (3-09)	Policy/Cont ract/Fraternal Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Primary Insured One Revised Year Level Term Life Insurance Rider	Revised	Replaced Form #: Previous Filing #:	53.100	OM 1YPILT-U (3-09).PDF

# Primary Insured One Year Level Term Life Insurance Rider

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This rider is part of the contract to which it is attached. This rider will not increase the contract's guaranteed values.

Definitions	<p><u>Contract.</u> The life insurance contract to which this rider is attached.</p> <p><u>Primary Insured.</u> The Insured as shown under DATA in the INFORMATION section of the contract.</p> <p><u>You, Your.</u> The Owner of the contract.</p>
Effective Date	<p>The effective date of coverage under this rider is shown under BENEFIT INFORMATION in the INFORMATION section of the contract.</p>
Benefit	<p>Subject to this rider's provisions, a level term life insurance benefit will be paid at the death of the Primary Insured. The amount of this benefit is shown under BENEFIT INFORMATION in the INFORMATION section of the contract.</p> <p>We will require:</p> <ul style="list-style-type: none"><li>• Proof of the Primary Insured's death in the form of a certified copy of the death certificate; and</li><li>• Written request for the death benefit.</li></ul> <p>The Death Benefit Options of the contract are changed to:</p> <p><u>Option A.</u> The greater of:</p> <ul style="list-style-type: none"><li>• The Face Amount plus this rider's benefit amount, if any; or</li><li>• The minimum death benefit.</li></ul> <p><u>Option B.</u> The greater of:</p> <ul style="list-style-type: none"><li>• The sum of the account value, Face Amount, and this rider's benefit amount, if any; or</li><li>• The minimum death benefit.</li></ul> <p>Subject to any assignment, the death benefit will be paid in accordance with the DEATH BENEFIT section in the contract.</p>
Renewal	<p>Coverage under this rider will automatically renew for 1-year term periods unless coverage ends as described under the Rider Termination provision. However, coverage will not be renewed after attained age 120.</p>
Beneficiary	<p>The Beneficiary and any Contingent Beneficiary under this rider will be the same as the Beneficiary and any Contingent Beneficiary under the contract and may be changed in accordance with the contract's BENEFICIARY section.</p>

# Primary Insured One Year Level Term Life Insurance Rider (Cont'd)

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## Incontestability

We will not contest this rider's benefit based on statements made in an application after that benefit has been in effect during the lifetime of the Primary Insured for 2 years from:

- The contract's Date of Issue if part of the contract on that date; or
- The effective date of coverage if made a part of the contract after the contract's Date of Issue.

A new period of contestability will apply if reinstatement occurs.

We will not contest this rider's benefit based on statements made in the application for reinstatement during the Primary Insured's lifetime for 2 years from the effective date of reinstatement.

## Misstatement of Birth Date or Sex

Coverage will be adjusted if:

- The birth date has been misstated.
- The benefit is based on sex and the Primary Insured's sex has been misstated.

We will use the then current monthly cost of insurance rate to determine the benefit for the correct birth date and/or sex.

## Conversion of Level Term Life Insurance

The insurance under this rider may be exchanged for a new contract if the exchange is made:

- While such insurance is in effect;
- Before the contract anniversary on which the Primary Insured is attained age 65; and
- Anytime within the first five years from the effective date of coverage.

We will require:

- Your written application for exchange.
- The Primary Insured be alive on the date of that application.
- Written consent for exchange from any Irrevocable Beneficiary under the contract.
- Payment of the first premium for the new contract.

Any new contract:

- May not be term insurance.
- May not insure more than one life.
- Must be on a product offered by us for this purpose on the date of exchange.
- Will be issued and effective on the next Monthly Date which falls on or next follows the date all requirements are satisfied and we approve the application for exchange.

In addition to the requirements listed above, the new contract will:

- Have the same restrictions as the contract to which this rider is attached.
- Include a rider which limits or excludes our liability if death is a result of war or aviation if that rider is attached to the same contract as this rider, unless evidence satisfactory to us is submitted for its removal.

The amount of insurance for any new contract will not be:

- Less than the minimum required for the product selected. (At least one product will always be available for exchange.)
- More than the amount of the Primary Insured's coverage under this rider.

# Primary Insured One Year Level Term Life Insurance Rider (Cont'd)

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## Conversion of Level Term Life Insurance (Cont'd)

Evidence of insurability satisfactory to us will be required if the new contract is to include:

- Any rider providing additional benefits.
- An option to apply dividends to purchase one year term insurance additions.

The premium rate on any new contract will be based on:

- The Primary Insured's Premium Class and Rate Class Percent, if applicable, for this rider.
- The Primary Insured's attained age on the new Contract Date.
- Our premium rates in effect on the new Contract Date.

Any new contract's provisions for suicide and incontestability will have the same effective date as those provisions in this rider. However, if the new contract contains any new benefits provided by rider, any provisions for suicide and incontestability in such new rider will begin on that rider's effective date.

When the conversion privilege is exercised, coverage under this rider will end on the next Monthly Date which falls on or next follows the date all requirements are satisfied and we approve the application for exchange.

## Monthly Cost of Insurance

This cost is determined on each Monthly Date and is included in the contract's monthly deduction.

The formula used to determine the contract's monthly cost of insurance will be changed to include the cost of this rider. The cost will be equal to the sum of (A) multiplied by (B), and (C) multiplied by the result of (D) minus (E) where:

- (A) is the monthly cost of insurance rate for this rider's benefit divided by 1,000;
- (B) is the lesser of this rider's benefit and the result of the amount payable under the Death Benefit Option in effect on that date minus the account value on that date;
- (C) is the monthly cost of insurance rate for the contract divided by 1,000;
- (D) is the amount payable under the Death Benefit Option in effect on that date minus this rider's benefit, discounted by one month's interest at the Minimum Guaranteed Account Value Interest Rate shown under INTEREST RATES in the INFORMATION section of the contract;
- (E) is the account value on that date less the contract's monthly expense charge and the cost of any additional benefit provided by rider, except for a Waiver of Monthly Deduction Rider.

If the amount payable under the Death Benefit Option minus the total account value is less than this rider's benefit under (B), then the cost is equal to (A) multiplied by (B).

## Monthly Cost of Insurance Rate

This rate is based on the Primary Insured's age as of the date coverage began under this rider, Attained Age, Sex (if the rate for the contract to which this rider is attached is based on sex), Premium Class, and Rate Class Percent. The rate may be changed by us periodically based on our expectations of future mortality, investment earnings, expense, and persistency experience. Each change will be on the same basis for all riders of this type in effect for the same length of time for Primary Insureds of the same age as of the date coverage began under this rider, Attained Age, Sex (if the rate for the contract to which this rider is attached is based on Sex), Premium Class, and Rate Class Percent. However, this rate will not be more than that shown in the contract's TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES in the INFORMATION section, multiplied by the Rate Class Percent.

# Primary Insured One Year Level Term Life Insurance Rider (Cont'd)

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Suicide Exclusion	<p>If the Primary Insured dies by suicide, while sane or insane, no death benefit will be paid. Payment will be limited to:</p> <ul style="list-style-type: none"><li>• The total premiums paid for this rider; less</li><li>• Any unpaid loans and loan interest; less</li><li>• Any partial surrenders, including any surrender charge thereon.</li></ul> <p>This limit will only apply if death occurs within 2 years from the later of:</p> <ul style="list-style-type: none"><li>• The contract's Date of Issue if the benefit under this rider is a part of the contract on that date; or</li><li>• The effective date of coverage if added after the contract's Date of Issue.</li></ul> <p>The benefit must be in effect on the date of suicide.</p>
Nonparticipating	Dividends are not payable.
Rider Termination	<p>This rider will end at the earliest of the following events:</p> <ul style="list-style-type: none"><li>• The contract terminates.</li><li>• The anniversary of the effective date for coverage on which the Primary Insured is attained age 120.</li><li>• The contract continues as paid-up endowment insurance, if available.</li><li>• Your written request. This rider will end on the next Monthly Date which falls on or next follows receipt of your written request.</li></ul>
Confirmation of Changes	We will mail to your last known address confirmation of any changes, including the effective date of any change.

Signed for the Company.

OM Financial Life Insurance Company

[



Chris Chapman  
President]

SERFF Tracking Number: MCHX-126302963 State: Arkansas  
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## Supporting Document Schedules

**Item Status:** **Status Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachments:**

AR Readability Certification.PDF  
 AR Certification of Compliance - Rule 19.PDF  
 AR Certification of Compliance Bullet 11-83.PDF  
 AR Certification of Compliance Regulation 49.PDF

**Item Status:** **Status Date:**

**Bypassed - Item:** Application

**Bypass Reason:** N/A

**Comments:**

**Item Status:** **Status Date:**

**Satisfied - Item:** Submission Letter

**Comments:**

**Attachment:**

Submission Letter.PDF

**Item Status:** **Status Date:**

**Satisfied - Item:** Authorization Letter

**Comments:**

**Attachment:**

Authorization Letter.PDF

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 Term Life Insurance Rider- OM Financial Life Ins Co

**Item Status:** **Status Date:**

**Satisfied - Item:** Form Listing  
**Comments:**  
**Attachment:**  
 Form Listing.PDF

**Item Status:** **Status Date:**

**Satisfied - Item:** Statement of Variability  
**Comments:**  
**Attachment:**  
 Statement of Variability.PDF

**Item Status:** **Status Date:**

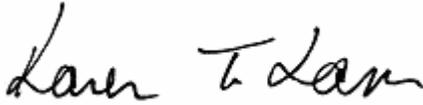
**Satisfied - Item:** 09.24.09 Resubmission Letter  
**Comments:**  
**Attachment:**  
 09\_24\_09 Resubmission Letter.PDF

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** OM Financial Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
OM 1YPILT-U (3-09)	53.1

Signed:   
Name: Karen T. Lam  
Title: Vice President – Product and Advertising Compliance  
Date: 9/11/09

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

Insurer: OM Financial Life Insurance Company

Form Number(s): OM 1YPILT-U (3-09)

I hereby certify that to the best of my knowledge and belief, the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



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Signature of Company Officer

Karen T. Lam

---

Name

Vice President - Product and Advertising  
Compliance

---

Title

9/11/09

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Date

**STATE OF ARKANSAS**

**Certification**

Name of Company: OM Financial Life Insurance Company

The above named company certifies that Primary Insured One Year Level Term Life Insurance Rider Form No. OM 1YPILT-U (3-09) has been reviewed and complies with Arkansas Insurance Department Guidelines identified in its Bulletin No. 11-83.



\_\_\_\_\_  
Signature

Karen T. Lam  
\_\_\_\_\_  
Print or Type Name

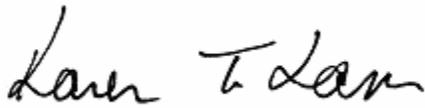
Vice President – Product and advertising Compliance  
Title

## CERTIFICATE OF COMPLIANCE

Insurer: OM Financial Life Insurance Company

Form Numbers: OM 1YPILT-U (3-09)

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).



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Signature of Company Officer

Karen T. Lam

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Name

Vice President - Product and  
Advertising Compliance

---

Title

9/11/09

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Date

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**McHugh Consulting Resources, Inc.**

September 14, 2009

**via SERFF**

NAIC# 63274  
FIN# 52-6033321

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

**Re: Filing on Behalf of OM Financial Life Insurance Company  
Term Life Rider Filing  
Form Number: OM 1YPILT-U (3-09), Primary Insured One Year Level Term  
Life Insurance Rider**

Dear Commissioner Bradford:

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

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

The rider provides one year level term insurance for the primary insured.

The rider is substantially similar to OMFL 1YPILT-U (1-07), approved April 9, 2007, except for the following items:

- § The 1980 CSO Table was updated to reflect the 2001 CSO Table information
- § The maturity age increased from age 100 to age 120; and
- § Minor revisions were made to clarify existing rider language.

This rider is intended to be used with the Flexible Premium, Adjustable Death Benefit, Universal Life Insurance Policy with Index Features, OM HCV IUL (3-08), approved on August 18, 2008 by the Department.

The rider may also be used with any approved universal life insurance products.

Language that is bracketed is intended to be variable.

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

Thank you for your time and consideration of this filing. If you should have any questions regarding this filing, please do not hesitate to contact me at the telephone or fax numbers shown below.

Sincerely,

A handwritten signature in cursive script that reads "Betty Dabrowski".

Betty Dabrowski  
Consultant  
McHugh Consulting Resources, Inc.  
215-230-7960  
mcr@mchughconsulting.com

Attachments



Old Mutual Financial Network  
1001 Fleet Street  
Baltimore, Maryland 21202  
PH 410.895.0100  
1.888.697.LIFE  
FX 410.895.0162  
www.oldmutualus.com

January 1, 2009

**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:

Karen T. Lam, FLMI, AIRC  
Manager, Product Compliance

**OM Financial Life Insurance Company  
Group Universal Life with Index Features**

<b>Form Number</b>	<b>Description</b>
OM 1YPILT-U (3-09)	Primary Insured One Year Level Term Life Insurance Rider

# STATEMENT OF VARIABILITY

OM 1YPILT-U (3-09)

Primary Insured One Year Level Term Life Insurance Rider

<u>Item</u>	<u>Range</u>
President Name and Title	Currently Chris Chapman and will change if the President changes.

.....  
**McHugh Consulting Resources, Inc.**

September 24, 2009

*via SERFF*

NAIC# 63274  
FIN# 52-6033321

Linda Bird  
Arkansas Department of Insurance  
Compliance - Life and Health  
1200 West Third Street  
Little Rock, AR 72201-1904

**Re: RESUBMISSION  
Filing on Behalf of OM Financial Life Insurance Company  
Term Life Rider Filing  
Form Number: OM 1YPILT-U (3-09), Primary Insured One Year Level Term  
Life Insurance Rider**

Dear Ms. Bird:

We are in receipt of your objection letter dated September 17, 2009. OM Financial Life Insurance Company offers the following in response:

Attached is the updated rider with the reinstatement language removed from the Suicide Exclusion on page 4.

Thank you for your time and consideration of this filing. If you should have any questions regarding this filing, please do not hesitate to contact me at the telephone or fax numbers shown below.

Sincerely,



Betty Dabrowski  
Consultant  
McHugh Consulting Resources, Inc.  
215-230-7960  
mcr@mchughconsulting.com

Attachments

SERFF Tracking Number: MCHX-126302963 State: Arkansas  
 Filing Company: OM Financial Life Insurance Company State Tracking Number: 43500  
 Company Tracking Number: OM 1YPILT-U (3-09)  
 TOI: L04I Individual Life - Term Sub-TOI: L04I.103 Renewable - Single Life -  
 Fixed/Indeterminate Premium  
 Product Name: OM 1YPILT-U (3-09) Individual Level Term Life Insu  
 Project Name/Number: OM 1YPILT-U (3-09) Individual Level Term Life Insurance Rider- OM Financial Life Ins Co/OM 1YPILT-U (3-09) Individual Level  
 Term Life Insurance Rider- OM Financial Life Ins Co

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/14/2009	Form	Primary Insured One Year Level Term Life Insurance Rider	09/24/2009	OM 1YPILT-U (3-09).PDF (Superceded)

# Primary Insured One Year Level Term Life Insurance Rider

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This rider is part of the contract to which it is attached. This rider will not increase the contract's guaranteed values.

Definitions	<p><u>Contract.</u> The life insurance contract to which this rider is attached.</p> <p><u>Primary Insured.</u> The Insured as shown under DATA in the INFORMATION section of the contract.</p> <p><u>You, Your.</u> The Owner of the contract.</p>
Effective Date	<p>The effective date of coverage under this rider is shown under BENEFIT INFORMATION in the INFORMATION section of the contract.</p>
Benefit	<p>Subject to this rider's provisions, a level term life insurance benefit will be paid at the death of the Primary Insured. The amount of this benefit is shown under BENEFIT INFORMATION in the INFORMATION section of the contract.</p> <p>We will require:</p> <ul style="list-style-type: none"><li>• Proof of the Primary Insured's death in the form of a certified copy of the death certificate; and</li><li>• Written request for the death benefit.</li></ul> <p>The Death Benefit Options of the contract are changed to:</p> <p><u>Option A.</u> The greater of:</p> <ul style="list-style-type: none"><li>• The Face Amount plus this rider's benefit amount, if any; or</li><li>• The minimum death benefit.</li></ul> <p><u>Option B.</u> The greater of:</p> <ul style="list-style-type: none"><li>• The sum of the account value, Face Amount, and this rider's benefit amount, if any; or</li><li>• The minimum death benefit.</li></ul> <p>Subject to any assignment, the death benefit will be paid in accordance with the DEATH BENEFIT section in the contract.</p>
Renewal	<p>Coverage under this rider will automatically renew for 1-year term periods unless coverage ends as described under the Rider Termination provision. However, coverage will not be renewed after attained age 120.</p>
Beneficiary	<p>The Beneficiary and any Contingent Beneficiary under this rider will be the same as the Beneficiary and any Contingent Beneficiary under the contract and may be changed in accordance with the contract's BENEFICIARY section.</p>

# Primary Insured One Year Level Term Life Insurance Rider (Cont'd)

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## Incontestability

We will not contest this rider's benefit based on statements made in an application after that benefit has been in effect during the lifetime of the Primary Insured for 2 years from:

- The contract's Date of Issue if part of the contract on that date; or
- The effective date of coverage if made a part of the contract after the contract's Date of Issue.

A new period of contestability will apply if reinstatement occurs.

We will not contest this rider's benefit based on statements made in the application for reinstatement during the Primary Insured's lifetime for 2 years from the effective date of reinstatement.

## Misstatement of Birth Date or Sex

Coverage will be adjusted if:

- The birth date has been misstated.
- The benefit is based on sex and the Primary Insured's sex has been misstated.

We will use the then current monthly cost of insurance rate to determine the benefit for the correct birth date and/or sex.

## Conversion of Level Term Life Insurance

The insurance under this rider may be exchanged for a new contract if the exchange is made:

- While such insurance is in effect;
- Before the contract anniversary on which the Primary Insured is attained age 65; and
- Anytime within the first five years from the effective date of coverage.

We will require:

- Your written application for exchange.
- The Primary Insured be alive on the date of that application.
- Written consent for exchange from any Irrevocable Beneficiary under the contract.
- Payment of the first premium for the new contract.

Any new contract:

- May not be term insurance.
- May not insure more than one life.
- Must be on a product offered by us for this purpose on the date of exchange.
- Will be issued and effective on the next Monthly Date which falls on or next follows the date all requirements are satisfied and we approve the application for exchange.

In addition to the requirements listed above, the new contract will:

- Have the same restrictions as the contract to which this rider is attached.
- Include a rider which limits or excludes our liability if death is a result of war or aviation if that rider is attached to the same contract as this rider, unless evidence satisfactory to us is submitted for its removal.

The amount of insurance for any new contract will not be:

- Less than the minimum required for the product selected. (At least one product will always be available for exchange.)
- More than the amount of the Primary Insured's coverage under this rider.

# Primary Insured One Year Level Term Life Insurance Rider (Cont'd)

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## Conversion of Level Term Life Insurance (Cont'd)

Evidence of insurability satisfactory to us will be required if the new contract is to include:

- Any rider providing additional benefits.
- An option to apply dividends to purchase one year term insurance additions.

The premium rate on any new contract will be based on:

- The Primary Insured's Premium Class and Rate Class Percent, if applicable, for this rider.
- The Primary Insured's attained age on the new Contract Date.
- Our premium rates in effect on the new Contract Date.

Any new contract's provisions for suicide and incontestability will have the same effective date as those provisions in this rider. However, if the new contract contains any new benefits provided by rider, any provisions for suicide and incontestability in such new rider will begin on that rider's effective date.

When the conversion privilege is exercised, coverage under this rider will end on the next Monthly Date which falls on or next follows the date all requirements are satisfied and we approve the application for exchange.

## Monthly Cost of Insurance

This cost is determined on each Monthly Date and is included in the contract's monthly deduction.

The formula used to determine the contract's monthly cost of insurance will be changed to include the cost of this rider. The cost will be equal to the sum of (A) multiplied by (B), and (C) multiplied by the result of (D) minus (E) where:

- (A) is the monthly cost of insurance rate for this rider's benefit divided by 1,000;
- (B) is the lesser of this rider's benefit and the result of the amount payable under the Death Benefit Option in effect on that date minus the account value on that date;
- (C) is the monthly cost of insurance rate for the contract divided by 1,000;
- (D) is the amount payable under the Death Benefit Option in effect on that date minus this rider's benefit, discounted by one month's interest at the Minimum Guaranteed Account Value Interest Rate shown under INTEREST RATES in the INFORMATION section of the contract;
- (E) is the account value on that date less the contract's monthly expense charge and the cost of any additional benefit provided by rider, except for a Waiver of Monthly Deduction Rider.

If the amount payable under the Death Benefit Option minus the total account value is less than this rider's benefit under (B), then the cost is equal to (A) multiplied by (B).

## Monthly Cost of Insurance Rate

This rate is based on the Primary Insured's age as of the date coverage began under this rider, Attained Age, Sex (if the rate for the contract to which this rider is attached is based on sex), Premium Class, and Rate Class Percent. The rate may be changed by us periodically based on our expectations of future mortality, investment earnings, expense, and persistency experience. Each change will be on the same basis for all riders of this type in effect for the same length of time for Primary Insureds of the same age as of the date coverage began under this rider, Attained Age, Sex (if the rate for the contract to which this rider is attached is based on Sex), Premium Class, and Rate Class Percent. However, this rate will not be more than that shown in the contract's TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES in the INFORMATION section, multiplied by the Rate Class Percent.

# Primary Insured One Year Level Term Life Insurance Rider (Cont'd)

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Suicide Exclusion	<p>If the Primary Insured dies by suicide, while sane or insane, no death benefit will be paid. Payment will be limited to:</p> <ul style="list-style-type: none"><li>• The total premiums paid for this rider; less</li><li>• Any unpaid loans and loan interest; less</li><li>• Any partial surrenders, including any surrender charge thereon.</li></ul> <p>This limit will only apply if death occurs within 2 years from the later of:</p> <ul style="list-style-type: none"><li>• The contract's Date of Issue if the benefit under this rider is a part of the contract on that date;</li><li>• The effective date of the last reinstatement, if any; or</li><li>• The effective date of coverage if added after the contract's Date of Issue.</li></ul> <p>The benefit must be in effect on the date of suicide.</p>
Nonparticipating	Dividends are not payable.
Rider Termination	<p>This rider will end at the earliest of the following events:</p> <ul style="list-style-type: none"><li>• The contract terminates.</li><li>• The anniversary of the effective date for coverage on which the Primary Insured is attained age 120.</li><li>• The contract continues as paid-up endowment insurance, if available.</li><li>• Your written request. This rider will end on the next Monthly Date which falls on or next follows receipt of your written request.</li></ul>
Confirmation of Changes	We will mail to your last known address confirmation of any changes, including the effective date of any change.

Signed for the Company.

OM Financial Life Insurance Company

[



Chris Chapman  
President]