

SERFF Tracking Number: MNNL-126301201 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 43582
Company Tracking Number: 09-70165
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Guaranteed Minimum Income Benefit Rider
Project Name/Number: GMIB 2009/09-70165

Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: Guaranteed Minimum Income Benefit Rider SERFF Tr Num: MNNL-126301201 State: Arkansas

Benefit Rider

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed-Approved-Closed State Tr Num: 43582

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: 09-70165

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Angela Acker-Fisher,
Monica Ramstad

Disposition Date: 09/29/2009

Date Submitted: 09/24/2009

Disposition Status: Approved-Closed

Implementation Date Requested: 12/01/2009

Implementation Date:

State Filing Description:

General Information

Project Name: GMIB 2009

Project Number: 09-70165

Requested Filing Mode:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Currently this rider is not on file with our Domiciliary State of Minnesota. We intend to submit the filing for approval as soon as possible.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 09/29/2009

Explanation for Other Group Market Type:

State Status Changed: 09/29/2009

Deemer Date:

Created By: Angela Acker-Fisher

Submitted By: Monica Ramstad

Corresponding Filing Tracking Number: 09-70165

Filing Description:

The enclosed forms are for your review and approval. They are new, and do not replace any forms currently on file with your Department. These forms will also be submitted in our Domiciliary State of Minnesota.

SERFF Tracking Number: MNNL-126301201 State: Arkansas
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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Guaranteed Minimum Income Benefit Rider
Project Name/Number: GMIB 2009/09-70165

Following approval by your State, this rider will be marketed on a face-to-face basis with the assistance of licensed Minnesota Life agents who are also registered representatives with our affiliated broker-dealer, Securian Financial Services, Inc. It will also be marketed by representatives of non-affiliated broker-dealers appointed by Minnesota Life.

The enclosed rider will be available for use with our currently approved portfolio of variable annuity contracts as well as any applicable products developed and approved by your Department in the future.

The minimum issue age for this rider is 45 and the maximum is 75. The current charge is 0.95% of the Benefit Base deducted annually from the variable account values of the contract at the end of each year. The maximum charge is 1.50%. The current charge is bracketed in the rider form and is described in the attached Statement of Variability.

This GMIB Rider provides a benefit base and a guaranteed fixed annuity payment regardless of the contact's variable account performance. The Benefit Base is the greater of the highest anniversary value or the roll-up value as described in the rider form. Annuity payments are calculated by multiplying the Benefit Base times the rates in one of the attached Appendix C forms.

The Appendix C forms 09-70166 and 09-70167 provide the rates for the Fixed Annuity Payout Annuitization under this rider. There are two forms in order to accommodate different plan types and state requirements. For example, if the contract is issued as a qualified plan, or in the state of Montana, the Unisex version of the form would be used rather than the sex-distinct form.

This rider requires participation in an allocation plan of currently offered allowable asset allocation models and allowable subaccounts.

The enclosed Statement of Variability defines the parameters of the variable, bracketed information for this rider. It also has a section for the applicable rider information we will add to the applications we use with this rider. Please note that we may delete riders from these applications as they become obsolete. Also included is a section for the rider charge information which appears on page one of the contract when it is issued with this rider.

The enclosed forms are submitted in final print and are subject to minor modification in paper stock size, ink, border, Company logo, and adaptation to electronic media or computer printing.

We have not supplied a Flesch score for these forms as they are subject to review by the federal jurisdiction of the Securities and Exchange Commission, and are therefore exempt.

Thank you for your attention to this filing. We look forward to its approval for use in your state. Should you have any questions regarding this submission, please give me a call at 651-665-6438, or send me an e-mail at angela.ackerfisher@securian.com.

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 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Guaranteed Minimum Income Benefit Rider
 Project Name/Number: GMB 2009/09-70165

Sincerely,

Angela Acker-Fisher
 Senior Product Compliance Specialist
 Minnesota Life Insurance Company
 - A Securian Company
 Tel. 651.665.6438
 Fax 651.665.5424

Company and Contact

Filing Contact Information

Angela Acker-Fisher, Senior Product Compliance Specialist
 400 ROBERT STREET NORTH
 ST. PAUL, MN 55101-2098
 angela.ackerfisher@securian.com
 651-665-6438 [Phone]
 651-665-5424 [FAX]

Filing Company Information

Minnesota Life Insurance Company
 400 Robert Street North
 Law Department
 St. Paul, MN 55101-2098
 (651) 665-3500 ext. [Phone]
 CoCode: 66168
 Group Code: 869
 Group Name:
 FEIN Number: 41-0417830
 State of Domicile: Minnesota
 Company Type:
 State ID Number:

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Minnesota Life Insurance Company	\$125.00	09/24/2009	30796603

SERFF Tracking Number: MNNL-126301201 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 43582
Company Tracking Number: 09-70165
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: Guaranteed Minimum Income Benefit Rider
Project Name/Number: GMIB 2009/09-70165

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/29/2009	09/29/2009

SERFF Tracking Number: MNNL-126301201 *State:* Arkansas
Filing Company: Minnesota Life Insurance Company *State Tracking Number:* 43582
Company Tracking Number: 09-70165
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Guaranteed Minimum Income Benefit Rider
Project Name/Number: GMIB 2009/09-70165

Disposition

Disposition Date: 09/29/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MNNL-126301201 State: Arkansas
 Filing Company: Minnesota Life Insurance Company State Tracking Number: 43582
 Company Tracking Number: 09-70165
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Guaranteed Minimum Income Benefit Rider
 Project Name/Number: GMIB 2009/09-70165

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	Statement of Variability		Yes
Form	Guaranteed Minimum Income Benefit Rider		Yes
Form	Appendix C Annuity Payout Rates		Yes
Form	Appendix C Annuity Payout Rates- Unisex		Yes

SERFF Tracking Number: MNNL-126301201 State: Arkansas
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Form Schedule

Lead Form Number: 09-70165

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	09-70165	Policy/Cont Guaranteed ract/Fratern Minimum Income al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	09-70165.pdf
	09-70166	Policy/Cont Appendix C Annuity ract/Fratern Payout Rates al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	09-70166 Appendix C - Sex- Distinct.pdf
	09-70167	Policy/Cont Appendix C Annuity ract/Fratern Payout Rates- al Unisex Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	09-70167 Appendix C - Unisex.pdf

Guaranteed Minimum Income Benefit Rider

Minnesota Life Insurance Company, a Securian Financial Group affiliate
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651.665.7942
Toll Free 1.800.362.3141
Local 651.665.4877
www.minnesotalife.com

MINNESOTA LIFE

Rider Effective Date: [December 1, 2009]

This rider is attached to and made part of this contract as of the Rider Effective Date. Terms not defined in this rider have the meaning given to them in the contract. The rider's provisions shall control if there is a conflict between this rider and the contract. Once elected, the rider may not be terminated except as provided herein.

Rider Benefit Description

This rider guarantees that on any Benefit Date, your minimum monthly fixed Annuity Payment will not be less than the Guaranteed Minimum Income Benefit (GMIB). The GMIB is the fixed Annuity Payment amount provided by applying the Benefit Base, adjusted for any applicable premium tax not previously deducted from Purchase Payments, to the Guaranteed Minimum Income Benefit rates in Appendix C. **This GMIB rider does not provide a cash value or any minimum Contract Value.**

If the Owner is a natural person, the Owner must also be named as an Annuitant. If the Owner of this contract is other than a natural person, such as a trust or other similar entity, the rider guarantees and benefits will be based on the life of the Annuitant(s). Any references in this rider to the age of the Owner will apply to the Annuitant if the Owner is other than a natural person.

Benefit Date

Benefit Dates for this rider are:

- (a) the later of: the [10th] Contract Anniversary following the Rider Effective Date or the [10th] Contract Anniversary following the last Optional Reset, if applicable; or
- (b) any subsequent Contract Anniversary prior to the Contract Anniversary following the oldest Owner's [90th] birthday or the rider's termination.

Exercising the Benefit

While this rider is in effect, you may make an election on or during the 30-day period immediately following the Benefit Date to receive the GMIB provided by this rider. Unless we agree otherwise in writing, any election to receive the GMIB applies to the entire contract.

The fixed Annuity Payment amount for an available Annuity Payment option will be the greater of:

- (a) the fixed Annuity Payment provided by the other terms of the contract for the same Annuity Payment option; or
- (b) the fixed Annuity Payment calculated under the terms of this rider.

Benefit Base

The Benefit Base is equal to the greater of:

- (a) the Highest Anniversary Value; or
- (b) the Roll-up Value.

The Benefit Base is subject to a maximum of [\$5,000,000].

While this rider is in effect, withdrawals may be required to be deducted from your values in the General Account, Fixed Account and each Sub-Account of the Variable Account on a pro-rata basis relative to your Contract Value.

For purposes of this rider, amounts withdrawn from Contract Value which are applied to provide Annuity Payments will be treated as a withdrawal.

Highest Anniversary Value

If the Rider Effective Date is the same as the Contract Date, the initial Highest Anniversary Value is equal to Purchase Payment(s) applied on the Contract Date. If the rider is added after the Contract Date, the initial Highest Anniversary Value is equal to the Contract Value on the Rider Effective Date.

During each Contract Year, the Highest Anniversary Value will increase by any Purchase Payments received and will be adjusted, on a pro-rata basis, for amounts withdrawn from the contract. The pro-rata adjustment will reduce the Highest Anniversary Value by the same proportion that the amount withdrawn bears to the Contract Value immediately prior to the withdrawal.

On every subsequent Contract Anniversary, up to and including the Contract Anniversary following the oldest Owner's [80th] birthday, if the Contract Value is greater than the current Highest Anniversary Value, the Highest Anniversary Value will be set to the Contract Value.

Roll-up Value

If the Rider Effective Date is the same as the Contract Date, the initial Roll-up Value is equal to Purchase Payment(s) applied on the Contract Date. If the rider is added after the Contract Date, the initial Roll-up Value is equal to the Contract Value on the Rider Effective Date.

The Roll-up Value is the initial Roll-up Value, adjusted for Purchase Payments, and adjusted for any withdrawals as described below, accumulated with interest at an annual effective rate of [5%] through the Contract Anniversary following the oldest Owner's [80th] birthday. Any amount withdrawn in a single Contract Year which is less than or equal to the greater of the [5%] of the Roll-up Value as of the prior Contract Anniversary, or the Required Minimum Distribution (RMD) amount, as described below, will reduce the Roll-up Value by the amount of the withdrawal.

Any withdrawal that causes the cumulative withdrawals for the Contract Year to exceed the greater of [5%] of the Roll-up Value as of the prior Contract Anniversary, or the RMD amount, will reduce the Roll-up Value on a pro-rata basis. The pro-rata reduction will reduce the Roll-up Value by the same proportion that the amount withdrawn bears to the Contract Value immediately prior to the withdrawal.

Required Minimum Distribution (RMD)

For purposes of this rider, the RMD amount is the amount needed, based on the value of your Contract and any riders, to meet any required minimum distribution requirement pursuant to the Internal Revenue Code, as amended from time to time, and the regulations promulgated thereunder. Contracts to which RMD applies include those issued pursuant to a retirement plan under the provisions of Section 401, 403, 404, 408, or 457 of the Internal Revenue Code. Amounts withdrawn in excess of the RMD may result in a pro-rata adjustment as described above.

Subsequent Purchase Payments

Purchase Payments after the first Contract Year following the Rider Effective Date are limited to a total of \$25,000 without our prior consent.

Optional Reset

Beginning with the [third] Contract Anniversary following the Rider Effective Date and ending with the Contract Anniversary following the oldest Owner's [80th] birthday, you may elect to reset the Roll-up Value. Upon reset, the Roll-up Value will be set equal to the Contract Value on the date of reset. The next available Benefit Date will be the [10th] Contract Anniversary following reset. A reset can only occur on a Contract Anniversary if the Contract Value is greater than the Roll-up Value at the time of reset. Upon reset, the rider charge will be changed to the then current charge and a new [three] year period will be required before another reset may be elected. No reset will be made unless we receive your Written Request of the election to reset within 30 days prior to the applicable Contract Anniversary.

Automatic Payment Phase

If, prior to the earliest Benefit Date, the Contract Value is reduced to zero immediately after a withdrawal or charge, and the cumulative withdrawals for the Contract Year do not exceed the greater of [5%] of the Roll-up Value as of the prior Contract Anniversary or the RMD amount, the GMIB will be automatically exercised on the date the Contract Value falls to zero. Unless otherwise agreed to by us, the Benefit Base will be applied to provide monthly Annuity Payments under a Life with a Period Certain of [60] months option based on the age of the oldest Annuitant.

However, if in any prior Contract Year the cumulative withdrawals for the Contract Year exceed the greater of [5%] of the Roll-up Value as of the prior Contract Anniversary or the RMD amount, then the Automatic Payment Phase will no longer apply. If the Contract Value subsequently falls to zero, the contract and this rider will terminate with no further benefit.

Annuity Payment Options

You may elect the GMIB to be paid under one of the following Annuity Payment options:

- Life Annuity – Annuity Payments payable for the lifetime of the Annuitant, ending with the last income payment due prior to the Annuitant's death.
- Life with a Period Certain of [60] Months – Annuity Payments payable for the lifetime of the Annuitant; provided, if the Annuitant dies before income payments have been made for the entire period certain, income payments will continue to the Beneficiary for the remainder of the period.
- Joint Life with 100% to Survivor – Annuity Payments payable for the joint lifetimes of the Annuitant and designated Joint Annuitant. The income payments end with the last income payment due before the survivor's death.
- Joint Life with 100% to Survivor with a Period Certain of [60] Months – Annuity Payments payable for the joint lifetimes of the Annuitant and Joint Annuitant; provided, if both Annuitants die before income payments have been made for the entire period certain, income payments will continue to the beneficiary for the remainder of the period.

If a single life option is chosen and Joint Owners are named, monthly fixed Annuity Payments will be made for the lifetime of the oldest Joint Owner. You may name a Joint Annuitant on the Benefit Date for purposes of a Joint Life option provided the Joint Annuitant is your spouse or the difference in ages of the Annuitants is no more than 10 years.

Annuity Payments will be made on a monthly basis, unless otherwise agreed to by you and us. If the amount of the Benefit Base is less than [\$5,000], we reserve the right to make one lump sum payment in lieu of Annuity Payments. If the amount of the first Annuity Payment is less than \$150, we may reduce the frequency of Annuity Payments to meet the minimum payment requirement.

Contract Value Allocation Plan

While this rider is in effect, the full Contract Value must be allocated to the General Account or Fixed Account, if available, and/or Sub-Accounts of the Variable Account according to an Allocation Plan approved by us. The Contract Value may be required to be automatically rebalanced each quarter according to the Allocation Plan then in effect. You may reallocate the full Contract Value from the current Allocation Plan to another available Allocation Plan approved by us for use with this rider. Any reallocation request must be received in our home office by Written Request or other form acceptable to us. The reallocation will be effective on the Valuation Date coincident with or next following the day we receive the complete request at our home office. We reserve the right to add, delete, or modify Allocation Plans. In the event you make an additional Purchase Payment or request a transfer to an Allocation Plan that is no longer available, you will be required to provide a new allocation to one of the Allocation Plans available at that time.

If participation in the Allocation Plan or automatic rebalancing exceeds contract maximums or transfer limitations relative to the General Account or Fixed Account, such limitations will be waived while this rider is in effect.

Rider Charge

The annual rider charge is equal to [0.95%] of the Benefit Base, subject to a maximum charge of [1.50%]. Beginning with the first Contract Anniversary following the Rider Effective Date and every Contract Anniversary thereafter, the annual rider charge will be multiplied by the Benefit Base on that date and will be deducted on a pro-rata basis from Contract Values allocated to the Variable Account.

If you elect the Optional Reset and the rider charge applicable to new customers purchasing the Guaranteed Minimum Income Benefit Rider exceeds your current rider charge, we reserve the right to increase the charge for your rider. The rider charge following the increase will not exceed the current rider charge for new issues. If we are no longer issuing this rider, we reserve the right to increase the rider charge to an amount that will not exceed the maximum annual rider charge.

The rider charge will be discontinued when the rider terminates.

Spousal Continuation

If you die and the contract to which this rider is attached is continued on the life of your spouse as defined by federal law, pursuant to Code Section 72(s) and the terms of the contract, the rider will continue with your surviving spouse as Owner and Annuitant for purposes of this benefit.

Spousal continuation will not affect the Benefit Base calculation or the initial Benefit Date; however, the new Annuitant's age will be used to determine the amount of fixed Annuity Payment available under this rider.

Rider Termination

This rider will terminate upon the earliest of:

- (a) the Contract Anniversary following the oldest Owner's [90th] birthday; or
- (b) termination or surrender of the contract, other than due to a withdrawal that triggers the Automatic Payment Phase of this rider; or
- (c) any change of Owner or Joint Owner after the Rider Effective Date; or, in the case of a non-natural Owner, any change of Annuitant, other than the addition of a Joint Annuitant as provided for under Annuity Payment Options, after the Rider Effective Date; or
- (d) the Annuity Commencement Date where all remaining amount available has been applied to provide Annuity Payments; or
- (e) the death of the Owner or Joint Owner (or Annuitant if the Owner is not a natural person) unless the contract is continued subject to the Spousal Continuation provision; or
- (f) the date the GMIB is exercised.

Upon termination of this rider, the benefits and charges within this rider will terminate. A pro-rata amount of the rider charge will be deducted upon termination of the rider or surrender of the contract.



Secretary



President

APPENDIX C – GUARANTEED MINIMUM INCOME BENEFIT RATES

The following tables show the minimum dollar amount of monthly fixed Annuity Payment that can be provided with each \$1,000 of available value.

The rates shown are based on an interest rate of 1.50%, compounded annually, and the Annuity 2000 Mortality Table with a ten-year age setback. Dollar amounts for ages or payment frequencies other than those shown here will be calculated on the same basis and may be obtained from us upon request.

Annuitant and Joint Annuitant age are determined on an age nearest birthday basis as of the Annuity Commencement Date and will be further adjusted based on the year of commencement as follows:

<u>Annuity Commencement Year</u>	<u>Age Adjustment</u>
2030 – 2039	-1
2040 – 2049	-2
2050 and later	-3

<u>Male Annuitant Adjusted Age</u>	<u>Life</u>	<u>Life with 60 Months</u>	<u>Female Annuitant Adjusted Age</u>	<u>Life</u>	<u>Life with 60 Months</u>
55	\$2.94	\$2.93	55	\$2.74	\$2.74
60	3.24	3.24	60	3.00	3.00
65	3.63	3.63	65	3.34	3.33
70	4.15	4.13	70	3.78	3.77
75	4.85	4.81	75	4.37	4.35
80	5.82	5.73	80	5.19	5.15
85	7.15	6.94	85	6.39	6.28
90	9.01	8.49	90	8.16	7.84

Joint and 100% to Survivor

<u>Male Annuitant Adjusted Age</u>	<u>Female Annuitant Adjusted Age</u>							
	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>	<u>90</u>
55	\$2.51	\$2.61	\$2.70	\$2.77	\$2.83	\$2.87	\$2.90	\$2.91
60	2.58	2.72	2.85	2.96	3.05	3.12	3.17	3.20
65	2.63	2.80	2.98	3.15	3.29	3.41	3.50	3.56
70	2.67	2.87	3.09	3.32	3.54	3.73	3.89	4.00
75	2.69	2.92	3.18	3.47	3.77	4.07	4.33	4.53
80	2.71	2.95	3.24	3.58	3.97	4.39	4.80	5.16
85	2.72	2.97	3.28	3.66	4.12	4.66	5.25	5.83
90	2.73	2.98	3.30	3.71	4.22	4.86	5.64	6.48

Joint and 100% to Survivor with 60 Months

<u>Male Annuitant Adjusted Age</u>	<u>Female Annuitant Adjusted Age</u>							
	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>	<u>90</u>
55	\$2.51	\$2.61	\$2.70	\$2.77	\$2.83	\$2.87	\$2.90	\$2.91
60	2.58	2.72	2.85	2.96	3.05	3.12	3.17	3.20
65	2.63	2.80	2.98	3.15	3.29	3.41	3.50	3.56
70	2.67	2.87	3.09	3.32	3.54	3.73	3.89	3.99
75	2.69	2.92	3.18	3.47	3.77	4.07	4.33	4.53
80	2.71	2.95	3.24	3.58	3.97	4.39	4.80	5.15
85	2.72	2.97	3.28	3.66	4.12	4.66	5.24	5.81
90	2.73	2.98	3.30	3.71	4.22	4.86	5.62	6.45

APPENDIX C – GUARANTEED MINIMUM INCOME BENEFIT RATES

The following tables show the minimum dollar amount of monthly fixed Annuity Payment that can be provided with each \$1,000 of available value.

The rates shown are based on an interest rate of 1.50%, compounded annually, and the Annuity 2000 Mortality Table with a ten-year age setback, blended to provide genderless rate. Dollar amounts for ages or payment frequencies other than those shown here will be calculated on the same basis and may be obtained from us upon request.

Annuitant and Joint Annuitant age are determined on an age nearest birthday basis as of the Annuity Commencement Date and will be further adjusted based on the year of commencement as follows:

<u>Annuity Commencement Year</u>	<u>Age Adjustment</u>
2030 – 2039	-1
2040 – 2049	-2
2050 and later	-3

<u>Annuitant Adjusted Age</u>	<u>Life</u>	<u>Life with 60 Months</u>
55	\$2.78	\$2.78
60	3.05	3.05
65	3.40	3.39
70	3.85	3.84
75	4.46	4.44
80	5.31	5.26
85	6.54	6.41
90	8.32	7.97

Joint and 100% to Survivor

<u>Annuitant Adjusted Age</u>	<u>Joint Annuitant Adjusted Age</u>							
	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>	<u>90</u>
55	\$2.48	\$2.56	\$2.63	\$2.68	\$2.72	\$2.74	\$2.76	\$2.77
60	2.56	2.68	2.79	2.87	2.93	2.98	3.01	3.03
65	2.63	2.79	2.94	3.07	3.18	3.26	3.32	3.35
70	2.68	2.87	3.07	3.27	3.44	3.59	3.69	3.76
75	2.72	2.93	3.18	3.44	3.71	3.94	4.13	4.27
80	2.74	2.98	3.26	3.59	3.94	4.30	4.63	4.89
85	2.76	3.01	3.32	3.69	4.13	4.63	5.14	5.61
90	2.77	3.03	3.35	3.76	4.27	4.89	5.61	6.35

Joint and 100% to Survivor with 60 Months

<u>Annuitant Adjusted Age</u>	<u>Joint Annuitant Adjusted Age</u>							
	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>	<u>90</u>
55	\$2.48	\$2.56	\$2.63	\$2.68	\$2.72	\$2.74	\$2.76	\$2.77
60	2.56	2.68	2.79	2.87	2.93	2.98	3.01	3.03
65	2.63	2.79	2.94	3.07	3.18	3.26	3.32	3.35
70	2.68	2.87	3.07	3.27	3.44	3.59	3.69	3.76
75	2.72	2.93	3.18	3.44	3.71	3.94	4.13	4.27
80	2.74	2.98	3.26	3.59	3.94	4.30	4.63	4.89
85	2.76	3.01	3.32	3.69	4.13	4.63	5.14	5.60
90	2.77	3.03	3.35	3.76	4.27	4.89	5.60	6.33

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 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Guaranteed Minimum Income Benefit Rider
 Project Name/Number: GMB 2009/09-70165

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification</p> <p>Comments: These variable annuity forms are reviewed by the SEC, and are therefore exempt from readability standards. Please see the attached Certification regarding the Guaranty Association Notice and Notice to Contractholders.</p> <p>Attachment: CERTIFICATION.pdf</p>		
<p>Bypassed - Item: Application</p> <p>Bypass Reason: No policy is submitted for approval in this filing.</p> <p>Comments:</p>		
<p>Satisfied - Item: Statement of Variability</p> <p>Comments: Please see the attached Statement of Variability.</p> <p>Attachment: Statement of Variability.pdf</p>		

CERTIFICATION

I hereby certify that:

Each individual annuity contract issued in the State of Arkansas includes the Guaranty Association Notice to Contractholders, form F.MHC-41371 Rev. 2-2000; and

Each individual annuity contract issued in the State of Arkansas includes an Important Notice to Contractholders form F.38057 Rev. 10-1998; and

I have reviewed Regulation 6, and that the individual annuity forms issued are in compliance with this Regulation.



Name: Joy Norquist

Title: Assistant Secretary

Date: September 24, 2009

Minnesota Life Insurance Company

Statement of Variability

Guaranteed Minimum Income Benefit Rider
Policy Form 09-70165

Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

The Guaranteed Minimum Income Benefit Rider contains several pieces of text that are bracketed to indicate variability. This approach allows for flexibility in the product design within a pre-determined range of values in order to respond to marketplace changes or risk management needs in a timely and cost effective manner. All policyholders within a product class issued this benefit on a given date, at a given cost, will receive the same provisions in their benefit.

Multiple cost/benefit options may be available that will allow for a range of product options. For example, we may offer a low cost/low benefit option along with a high cost/high benefit option that allows clients to choose the guarantee and cost that is most appropriate for their situation.

We certify that all contracts issued under a particular product design will use the actual requirement, charge, amount, etc. for that product design and that no individual will be unfairly discriminated against in the application of those items. No change in variability will be made which in any way expands the scope of the item being changed beyond the ranges defined in this document.

The bracketed items will vary as follows:

1. **Rider Effective Date** – This will vary by contract and will reflect the date the rider is issued.
2. **Benefit Date anniversary** – This item specifies the contract anniversary that determines the first available contract anniversary to exercise the GMIB benefit following the Rider Effective Date or an optional reset. The value will be the same as the contract anniversary reference found in the Optional Reset section of the rider. Values may vary between the 7th and 15th contract anniversary with the current value set to the 10th contract anniversary. Once the rider is issued, this value will not change. The contract anniversary years may decrease in response to competitive pressures or increase in order to effectively manage the risk of the benefit. A shorter period increases the cost of the benefit while a longer waiting period decreases the cost of the benefit. Any change in the Benefit Date anniversary will only apply to riders issued on or after the date of the change.
3. **Benefit Date termination age** – This item may vary from age 80 to 95. Initially, the benefit age will be set to age 90. The benefit termination age may increase as a result of competitive pressure. Alternatively, it may decrease to effectively manage the risk or to offer clients the choice of a lower priced benefit. A decrease in the benefit termination age would decrease the cost while an increase in the benefit age would reduce the cost. The new benefit termination age would apply only to riders issued on or after the date of the change. This same termination age is also referenced in item (a) of the Rider Termination section.
4. **Benefit Base maximum** – This item may vary between \$1,000,000 and \$10,000,000. Initially, the Benefit Base maximum will be set to \$5,000,000. The maximum may increase or decrease in response to the environment and risk management. The new maximum would apply only to riders issued on or after the date of the change. This item is independent of other variable items.
5. **Highest Anniversary, Roll-up, and Optional Reset maximum age** – This item may vary from age 75 to 90. Initially, the maximum age will be age 80. The maximum ages may increase as a result of competitive pressures or to provide a more robust benefit. Alternatively, they may decrease to effectively manage the risk or to offer clients the choice of a lower priced benefit. An increase in the maximum age provides a greater benefit and will increase the cost. A decrease in the maximum age may decrease the cost. Any change to a maximum age will apply only to riders issued on or after the date of the change. Initially, the maximum age for all three benefit components will be the same but each item is independent and may differ for future new issues, within the ranges specified.

6. **Roll-up percentage** - This item is the annual effective rate that is used for accumulating the Roll-up value. The percentage is also used to determine the amount of withdrawal that may be taken on a dollar-for-dollar basis and is referenced in the Roll-up Value and Automatic Payment Phase sections of the rider. The percentage may vary from 3% to 7% with an initial value of 5%. All bracketed references to 5% in the rider will use the same percentage at any given time. The percentage may increase as a result of competitive pressures or to provide a more robust benefit. The percentage may decrease to effectively manage the risk or to offer clients the choice of a lower priced benefit. An increase in the percentage provides a greater benefit and will increase the cost while a decrease in the percentage may decrease the cost. Any change in the percentage will apply only to riders issued on or after the date of the change.
7. **Optional Reset availability** – This item indicates when the optional reset is first available and how frequently it may be re-elected. These items are not independent and both references will reflect the same value. It may vary from the first to fifth contract anniversary with the initial value equal to the third contract anniversary. The frequency may be decreased to allow for more frequent resets in response to competitive pressures or to provide a more robust benefit. The frequency may be increased to allow for less frequent resets in order to effectively manage the risk. More frequent resets will increase the cost while less frequent resets may decrease the cost. Any change in the availability of resets will apply only to riders issued on or after the date of the change.
8. **Automatic Payment Phase default Annuity Payment option** – The period certain on the default Annuity Payment option may vary from 60 to 120 months. The initial value will be 60 months. The period certain may be increased in response to competitive pressure. A change in the default period certain will apply only to issues on or after the date of the change.
9. **Annuity Payment Options maximum period certain** – This item may vary between 60 and 120 months. The initial value will be 60 months for both the single and joint life options. The period certain may be increased in response to competitive pressure. A change in the period certain will apply only to issues on or after the date of the change.
10. **Benefit Base lump sum alternative to Annuity Payment Options** – This item allows for payment of a lump sum in lieu of lifetime Annuity Payments in the event the remaining Benefit Base is a small dollar amount that does not generate a meaningful amount of monthly income. The item may vary from \$2,000 to \$10,000 and will initially be valued at \$5,000. The amount may increase due to increased costs of processing small transactions or decrease due to client demand. Any change in the value will apply only to issues on or after the date of the change.
11. **Rider Charge** – This item may vary from 0.50% to 1.75%. The initial rider charge will be 0.95%, with a maximum of 1.50% upon election of the Optional Reset. The charge may increase or decrease in response to any combination of policyholder behavior, changes in the capital markets, and benefit design. The new current or maximum charge would apply only to riders issued on or after the date of the change.

The following applies to the previously approved application (02-70068 Rev 5-2007) "Optional Riders" section.

- Guaranteed Minimum Income Benefit Rider (available with Advisor B Class only)**

**This rider is not available with the 5% Death Benefit Increase Rider, the Premier Death Benefit Rider or with the Estate Enhancement Benefit Rider.

The following applies to the previously approved application (03-70114 Rev 5-2007) "Optional Riders" section.

- Guaranteed Minimum Income Benefit Rider**

**This rider is not available with the 5% Death Benefit Increase Rider, the Premier Death Benefit Rider or with the Estate Enhancement Benefit Rider.

The following applies to the previously approved applications (06-70140 Rev 5-2007 and 06-70148) "Optional Riders" section.

Guaranteed Minimum Income Benefit Rider**

**This rider is not available with the Premier Death Benefit Rider or with the Estate Enhancement Benefit Rider.

The following applies to the previously approved contract forms Data Page under the Optional Riders and Charges section:

[*Guaranteed Minimum Income Benefit Rider*: annual charge of [0.95%], subject to a maximum of [1.50%] of the Benefit Base deducted annually from Contract Values allocated to the Variable Account.]