

<i>SERFF Tracking Number:</i>	<i>GRAX-G126922838</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great American Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47406</i>
<i>Company Tracking Number:</i>	<i>R6032810NW</i>		
<i>TOI:</i>	<i>A07I Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A07I.001 Equity Indexed</i>
<i>Product Name:</i>	<i>Annuity Individual Fixed</i>		
<i>Project Name/Number:</i>	<i>Annuity Individual Fixed/R6032810NW</i>		

Filing at a Glance

Company: Great American Life Insurance Company

Product Name: Annuity Individual Fixed	SERFF Tr Num: GRAX-G126922838	State: Arkansas
TOI: A07I Individual Annuities - Special	SERFF Status: Closed-Approved-Closed	State Tr Num: 47406
Sub-TOI: A07I.001 Equity Indexed	Co Tr Num: R6032810NW	State Status: Approved-Closed
Filing Type: Form	Author: SPI	Reviewer(s): Linda Bird
	GreatAmericanFinancialRes	Disposition Date: 12/01/2010
	Date Submitted: 11/29/2010	Disposition Status: Approved-Closed
Implementation Date Requested:		Implementation Date:
State Filing Description:		

General Information

Project Name: Annuity Individual Fixed	Status of Filing in Domicile: Pending
Project Number: R6032810NW	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: 12/01/2010	Explanation for Other Group Market Type:
	State Status Changed: 12/01/2010
Deemer Date:	Created By: SPI GreatAmericanFinancialRes
Submitted By: SPI GreatAmericanFinancialRes	Corresponding Filing Tracking Number:
Filing Description:	

Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. 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. This form was filed in Ohio, our state of domicile, on 11/24/2010.

Form R6032810NW is a Guaranteed Withdrawal and Death Benefit Rider. This rider is intended for use with all

SERFF Tracking Number: GRAX-G126922838 State: Arkansas
 Filing Company: Great American Life Insurance Company State Tracking Number: 47406
 Company Tracking Number: R6032810NW
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: Annuity Individual Fixed
 Project Name/Number: Annuity Individual Fixed/R6032810NW

previously approved individual deferred indexed annuity contracts and any individual deferred indexed annuity contracts we may develop in the future. This rider will be available for new issues only.

This is an optional rider that may be added only at issue, and must be selected on the [order ticket] at the time of application. The rider provides for guaranteed withdrawal rights (i) for the life of the Insured, or (ii) for the joint lives of the Insured and his or her Spouse and for the remaining life of the survivor of them. This Rider also provides a Death Benefit, which may exceed the Contract values.

Company and Contact

Filing Contact Information

Juli Fleming, Senior Compliance Analyst jfleming@gafri.com
 P. O. Box 5420 513-412-0018 [Phone] 10018 [Ext]
 Cincinnati, OH 45201-5420 513-412-1470 [FAX]

Filing Company Information

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

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Life Insurance Company	\$50.00	11/29/2010	42393955

SERFF Tracking Number: GRAX-G126922838 State: Arkansas
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TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/R6032810NW

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/01/2010	12/01/2010

SERFF Tracking Number: GRAX-G126922838 *State:* Arkansas
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Disposition

Disposition Date: 12/01/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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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	AR - NAIC TRANSMITTAL DOCUMENT, AR - NAIC FORM FILING ATTACHMENT		Yes
Supporting Document	Cover Letter		Yes
Form	Guaranteed Withdrawal And Death Benefit Rider		Yes

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Form Schedule

Lead Form Number: R6032810NW

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	R6032810NW	Certificate	Guaranteed Amendmen t, Insert Page, Endorseme nt or Rider	Initial		54.300	R6032810NW .PDF



LIFE INSURANCE COMPANY

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

GUARANTEED WITHDRAWAL AND DEATH BENEFIT RIDER **Not Transferable**

You may decline this rider without charge by giving us written notice. You have until midnight of the twentieth (20th) day following the day you receive this rider. The required notice must be given to us or to the agent who sold it to you, in person or by mail. If by mail, the notice is effective on the date it is postmarked, with the proper address and with postage paid. If you decline this rider as set forth above, this rider shall be void and no rider charge shall apply. You may also decline this rider at any later time, but a prorated portion of the annual rider charge shall be taken.

This Guaranteed Withdrawal and Death Benefit Rider (this "Rider") is attached to an individual deferred annuity contract ("Contract"). The Contract number is set out on the Rider Specifications page. This Rider provides guaranteed withdrawal rights (i) for the life of the Insured, or (ii) for the joint lives of the Insured and his or her Spouse and for the remaining life of the survivor of them. You shall be entitled to take withdrawals from the Contract equal to the Benefit amount even if the Contract values are exhausted. This Rider also provides a Death Benefit which may exceed the Contract values. The rights to such benefits are subject to the terms and conditions set out in this Rider.

As you read through this Rider, please note that the words "we", "us", "our", and "Company" refer to Great American Life Insurance Company. The words "you" and "your" refer to the owner of the Contract, including a joint owner, if any. "Administrative Office" means our home office or any other place of business that we may designate for administration.

This rider is a part of the Contract. It is not a separate contract. It changes the Contract only as and to the extent stated. In all cases of conflict with the other terms of the Contract, the provisions of this Rider shall control.

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

MARK F. MUETHING
SECRETARY

CHARLES R. SCHEPER
PRESIDENT

RIDER SPECIFICATIONS

OWNER: [JOHN DOE]

JOINT OWNER: [JANE DOE]

INSURED: [JOHN DOE]

ANNUITY CONTRACT NUMBER: [00000000]

RIDER EFFECTIVE DATE: [SEPTEMBER 1, 2010]

ROLLUP BASE*: [SUM OF ALL PURCHASE PAYMENTS RECEIVED DURING THE FIRST CONTRACT YEAR]

*The Rollup Base is subject to the limitations stated in the DEFINITIONS section of this Rider.

ROLLUP BASE MAXIMUM: [\$500,000]

ROLLUP RATE: [10.0%]

ROLLUP MAXIMUM PERIOD: [10 YEARS FROM A RESET DATE]

ROLLUP CAP: [250% OF ROLLUP BASE]

ROLLUP PERIOD WITHDRAWALS: [1]
[REQUIRED MINIMUM DISTRIBUTIONS ONLY]
[NO MAXIMUM NUMBER]

RESET OPTION: [EACH CONTRACT ANNIVERSARY BEFORE THE BENEFIT START DATE]

LIVING BENEFIT WAITING PERIOD: [1 YEAR]

LIVING BENEFIT TABLE:

Age on Benefit Start Date	Benefit Percentage	
	Single Lifetime Withdrawals	Joint Lifetime Withdrawals
[At least age 55]	[4.5%]	[3.5%]
[Age 56]	[4.6%]	[3.6%]
[Age 57]	[4.7%]	[3.7%]
[Age 58]	[4.8%]	[3.8%]
[Age 59]	[4.9%]	[3.9%]
[Age 60]	[5.0%]	[4.0%]
[Age 61]	[5.1%]	[4.1%]
[Age 62]	[5.2%]	[4.2%]
[Age 63]	[5.3%]	[4.3%]
[Age 64]	[5.4%]	[4.4%]
[Age 65]	[5.5%]	[4.5%]
[Age 66]	[5.6%]	[4.6%]
[Age 67]	[5.7%]	[4.7%]
[Age 68]	[5.8%]	[4.8%]
[Age 69]	[5.9%]	[4.9%]
[Age 70]	[6.0%]	[5.0%]
[Age 71]	[6.1%]	[5.1%]
[Age 72]	[6.2%]	[5.2%]
[Age 73]	[6.3%]	[5.3%]
[Age 74]	[6.4%]	[5.4%]
[Age 75]	[6.5%]	[5.5%]
[Age 76]	[6.6%]	[5.6%]
[Age 77]	[6.7%]	[5.7%]
[Age 78]	[6.8%]	[5.8%]
[Age 79]	[6.9%]	[5.9%]
[Age 80]	[7.0%]	[6.0%]
[Age 81]	[7.1%]	[6.1%]
[Age 82]	[7.2%]	[6.2%]
[Age 83]	[7.3%]	[6.3%]
[Age 84]	[7.4%]	[6.4%]
[Age 85]	[7.5%]	[6.5%]
[Age 86]	[7.6%]	[6.6%]
[Age 87]	[7.7%]	[6.7%]
[Age 88]	[7.8%]	[6.8%]
[Age 89]	[7.9%]	[6.9%]
[Age 90 and over]	[8.0%]	[7.0%]

DEATH BENEFIT WAITING PERIOD: [5 YEARS]

DEATH BENEFIT PERCENTAGE*: [50%]

*The Death Benefit Percentage may be increased by the ***Death Benefit Annuitization Bonus*** provision of this Rider.

DEATH BENEFIT ANNUITIZATION PERIOD: [5 YEARS]

RIDER CHARGE RATES:

Initial	Maximum
[1.15%]	[x.xx%]

MINIMUM REQUIRED VALUE: [\$1,250]

INQUIRIES: **For information, or to make a complaint, call or write:**

Policyowner Services Department
Great American Life Insurance Company
P.O. Box 5420
Cincinnati, Ohio 45201-5420
1-800-854-3649

If you prefer, you may visit us at our website, www.GAFRI.com, or email us at clientrelations@gafri.com

TABLE OF CONTENTS	Page
DEFINITIONS	6
GENERAL PROVISIONS.....	8
Misstatement	8
Rights of Insured Not Transferable	8
Declining This Rider	8
RIDER CHARGES	8
Rider Charge Amounts	8
Rider Charge Payments	8
Waiver of Charges.....	8
RIDER VALUES	9
Benefit Base Amount.....	9
Reset Elections.....	9
Rollup Amounts	9
Adjustments for Excess Withdrawals	10
LIVING BENEFITS	10
Living Benefit Waiting Period.....	10
Living Benefit Selection	10
Benefit Start Date	10
Living Benefit Amount.....	10
Minimum Living Benefit	11
Living Benefit Payments	11
DEATH BENEFIT	11
Rider Death Benefit	11
Basic Death Benefit Amount.....	12
Death Benefit Annuitization Bonus.....	12
Interest on Death Benefit.....	12
Death Benefit Payments.....	12
Form of Death Benefit	12
EFFECT OF RIDER ON CONTRACT TERMS.....	13
Purchase Payments Limited.....	13
Withdrawals to Pay Rider Charges or Benefits	13
Loans Limited	13
Continuation of Contract.....	13
Annuity Benefit of Contract.....	13
TERMINATION	14

DEFINITIONS

Capitalized terms not defined in this Rider have the same meaning as such terms are defined in the Contract.

Benefit: A Living Benefit payment or a Death Benefit payment.

Benefit Base Amount: The amount on which Rider charges and Living Benefit payments or Death Benefit payments are based. This amount is computed under the RIDER VALUES section of this Rider.

Benefit Start Date: The first day that a Living Benefit is to be paid.

Benefit Year: A twelve (12) month period beginning on the Benefit Start Date or on an anniversary of the Benefit Start Date.

Death Benefit: A guaranteed death benefit that is available under the DEATH BENEFIT section of this Rider.

Excess Withdrawal: Each withdrawal from the Contract on or after the Rider Effective Date except:

- 1) a withdrawal to pay Rider Charges; or
- 2) a withdrawal to pay Rider Benefits.

An offset of a defaulted Loan after the Rider Effective Date shall be considered an Excess Withdrawal.

Insured: The principal person whose lifetime is used to measure the Benefits under this Rider. The Insured on the Rider Effective Date is set out on the Rider Specifications page.

The Insured is the individual who is the owner of the Contract, without regard to any joint owner. If you or a joint owner is not a human being, then the Insured is the individual who is the Annuitant under the Contract, without regard to any joint Annuitant. Except as provided below, the Insured cannot be changed after the Rider Effective Date.

If the spouse of the person who is the Insured on the Rider Issue Date becomes the sole Owner or successor owner of the Contract before the Benefit Start Date and this Rider does not terminate, then that spouse shall become the Insured.

Living Benefit: A guaranteed withdrawal benefit that is available under the LIVING BENEFITS section of this Rider.

Loan: To the extent permitted by the Contract, a loan made under the Contract and secured by the values of the Contract.

Required Minimum Distribution: The amount, if any, that is required to be distributed from the Contract for the current calendar year under Section 401(a)(9) of the Internal Revenue Code or the similar provisions of federal tax law to the extent applicable to the Contract. For purposes of this Rider, it shall be computed based on the values of the Contract without considering any other annuity or tax-qualified account. It shall be reduced by all prior withdrawals or Benefit payments from the Contract made in such calendar year. For purposes of this Rider, we may choose to compute it disregarding changes in federal tax law after the Rider Issue Date that would increase it. We will notify you if we make this choice.

Reset Date: Each of the following:

- 1) the Rider Effective Date;
- 2) a Contract Anniversary for which you elect to reset the Benefit Base Amount under the **Reset Elections** provision of this Rider; and
- 3) any date before the Benefit Start Date on which ownership of the Contract is transferred to the spouse of the Insured (other than by reason of a successor owner election) if the Account Value of the Contract is less than the Benefit Base Amount.

Rider Effective Date: The effective date of this Rider. If the Contract is issued with this Rider, the Rider Effective Date shall be the Effective Date of the Contract. If this Rider is added to the Contract after the Effective Date of the Contract, the Rider Effective Date shall be the first Contract Anniversary on or after the date that this Rider is added. The Rider Effective Date is set out on the Rider Specifications page.

Rider Year: Each Contract Year that begins on or after the Rider Effective Date.

Rollup Amount: An amount credited to the Benefit Base Amount under the **Rollup Amounts** provision of this Rider.

Rollup Base: The Rollup Base is set out on the Rider Specifications page. We may limit the Rollup Base under this Rider to the Rollup Base Maximum. At any time after an Excess Withdrawal, the Rollup Base will never be more than Account Value of the Contract immediately following that Excess Withdrawal or any prior Excess Withdrawal.

Rollup Base Maximum: The Rollup Base Maximum is set out on the Rider Specifications page. We may reduce the Rollup Base Maximum for this Rider on the Contract by the Rollup Base of any other annuity contract with this same Rider that has the same Insured.

Rollup Period Withdrawal: An amount that may be withdrawn before the Benefit Start Date without stopping a Rollup. To qualify as a Rollup Period Withdrawal, an amount withdrawn either must be a Required Minimum Distribution for the calendar year in which the current Contract Year began, or it must meet both of the following requirements:

- 1) it does not exceed the amount that may be withdrawn without an Early Withdrawal Charge or other charge or fee under a free withdrawal allowance or privilege or bailout provision of the Contract (whether or not any amounts in the Contract are still subject to an Early Withdrawal Charge or other charge or fee); and
- 2) you have not already taken the maximum number of such withdrawals that is set out on the Rider Specifications page.

A Rollup Period Withdrawal is still an Excess Withdrawal.

Spouse: The person who is the spouse of the Insured on the Benefit Start Date. A spouse shall cease to be considered the Spouse if the marriage of the Insured and Spouse is terminated by divorce, dissolution, annulment, or for other cause apart from the death of the Insured. A new spouse cannot be substituted after the Benefit Start Date.

GENERAL PROVISIONS

Misstatement

If the age of the Insured or the Spouse has been misstated, we may adjust the Benefit amount, if affected, to the amount that would have been available based on the correct age. If the Benefit amount based on the correct age would have been lower, we may treat any overpaid Benefit payments as Excess Withdrawals when each such overpayment was made, and adjust Contract values and the Benefit Base Amount accordingly. Such adjustments may in turn cause portions of later Benefit payments to be treated as Excess Withdrawals. This Rider shall terminate if the adjusted Benefit Base Amount is below the minimum. We may also pursue other remedies at law or in equity.

Rights of Insured Not Transferable

This Rider covers the named Insured on the Rider Specifications page. It does not cover any other person. Rights to Benefits under this Rider cannot be transferred or assigned except to the Insured, or in the case of a joint lifetime withdrawal option after the death of the Insured, to the Spouse.

Declining This Rider

You may decline this Rider at any time by Written Request.

RIDER CHARGES

Rider Charge Amounts

There is an annual charge for this Rider for each Contract Year that it is in effect. The charge for a Contract Year shall be equal to:

- 1) the Benefit Base Amount determined on the date immediately before the date that the charge is paid; multiplied by
- 2) the Rider Charge Rate.

The Rider Charge Rate on the Rider Effective Date is set out on the Rider Specifications page. We may change the Rider Charge Rate for your Rider at any time or times that:

- 1) you reset the Benefit Base Amount under the **Reset Elections** provision of this Rider;
- 2) you take an Excess Withdrawal that does not qualify in full as a Rollup Period Withdrawal; or
- 3) the Contract is transferred to the spouse of the Insured before the Benefit Start Date.

The Rider Charge Rate shall never exceed the maximum Rider Charge Rate set out on the Rider Specifications page. Changes, if any, in the Rider Charge Rate may apply to any Contract Year for which the charge has not yet been taken.

Rider Charge Payments

The charge for each Contract Year that this Rider is in effect is taken at the end of that Contract Year. In addition, a prorated portion of the charge for a Contract Year shall be taken upon the surrender of the Contract or other termination of this Rider.

We will take the charge for this Rider as withdrawals from the Account Value of the Contract. No Early Withdrawal Charge or other charge or fee shall be deducted on account of a withdrawal to pay Rider charges.

Waiver of Charges

Charges for this Rider shall be permanently waived once the Account Value of the Contract to which it is attached is fully depleted directly as a result of withdrawals for Rider charges or Benefit payments.

RIDER VALUES

Benefit Base Amount

At any time, the Benefit Base Amount is equal to:

- 1) the Account Value of the Contract on the most recent Reset Date; plus
- 2) Purchase Payments received since the most recent Reset Date; plus
- 3) Rollup Amounts credited since the most recent Reset Date, and minus
- 4) an adjustment for each Excess Withdrawal, if any, taken since the most recent Reset Date.

Reset Elections

You may elect to reset the Benefit Base Amount to the Account Value of the Contract on a Contract Anniversary if all of the following requirements are met:

- 1) this Rider is in effect on that Contract Anniversary;
- 2) a reset is permitted on that Contract Anniversary under the Reset Option as set out on the Rider Specifications page;
- 3) the Account Value of the Contract on that Contract Anniversary is higher than the Benefit Base Amount; and
- 4) a Written Request for the reset is received by us not later than thirty (30) days after the Reset Date itself.

Rollup Amounts

A Rollup Amount shall be credited to the Benefit Base Amount at the end of each full Contract Year that is included in a Rollup Period. A Rollup Period begins on any Reset Date that is before the Benefit Start Date, and ends on the earliest of:

- 1) the completion of the Rollup Maximum Period, set out on the Rider Specifications page, as measured from the most recent Reset Date;
- 2) the date that an Excess Withdrawal is taken that does not qualify in full as a Rollup Period Withdrawal;
- 3) a death for which a Death Benefit is payable; or
- 4) the Benefit Start Date.

No Rollup Amount shall be credited for a Contract Year unless the full Contract Year is included in a Rollup Period.

Except as provided below, the Rollup Amount for a Contract Year is equal to:

- 1) the Rollup Base; multiplied by
- 2) the Rollup Rate, as set out on the Rider Specifications page.

The Rollup Amount, if any, to be credited with respect to a Purchase Payment received during the current Contract Year shall be prorated. The Rollup Amount for a Contract Year shall be reduced (but not below zero) by any Rollup Period Withdrawal made during that Contract Year. The Rollup Amount for a Contract Year may not increase the Benefit Base Amount to more than the Rollup Cap. The Rollup Cap is set out on the Rider Specifications page.

There is no compounding. Rollup Amounts credited on or before a Reset Date are disregarded.

Adjustments for Excess Withdrawals

The Benefit Base Amount is adjusted for any Excess Withdrawal from the Contract after the Rider Effective Date. Each adjustment is made on the date that the Excess Withdrawal is taken. The amount of the adjustment is equal to:

- 1) the percentage reduction in the Account Value of the Contract on account of the Excess Withdrawal and any related Early Withdrawal Charge or other charge or fee related to it; multiplied by
- 2) the Benefit Base Amount just before the Excess Withdrawal.

LIVING BENEFITS

Living Benefit Waiting Period

You cannot take a Living Benefit payment under this Rider before the end of the Living Benefit Waiting Period. The Living Benefit Waiting Period is set out on the Rider Specifications page. It is measured from the Rider Effective Date.

Living Benefit Selection

Prior to the Benefit Start Date, you must select one of the withdrawal options for Living Benefit payments under this Rider. The withdrawal options are the single lifetime withdrawal option or the joint lifetime withdrawal option. A Benefit selection must be made by Written Request. A Living Benefit selection cannot be changed after the Benefit Start Date.

Benefit Start Date

The Benefit Start Date is the date that you first take a Living Benefit payment under this Rider. You may choose this date by Written Request. Such a request must be made at least thirty (30) days prior to the date that the first Living Benefit payment is to be taken.

The Benefit Start Date may not be before the end of the Living Benefit Waiting Period. If a single lifetime withdrawal option is selected, the Benefit Start Date may not be before the Insured reaches the youngest age found on the Living Benefit Table. If a joint lifetime withdrawal option is selected, the Benefit Start Date may not be before the Insured and Spouse both reach the youngest age found on the Living Benefit Table. The Living Benefit Waiting Period and Living Benefit Table are set out on the Rider Specifications page. The Benefit Start Date may not be after a death for which a Death Benefit is payable under this Rider.

You must pay off all Loans on or before the Benefit Start Date. The Benefit Start Date may not be after the date that this Rider terminates.

Living Benefit Amount

The Living Benefit amount is the largest total amount that can be taken as a Living Benefit payment during the Benefit Year. It is determined each time that a Living Benefit payment is to be made.

At any time, the Living Benefit amount for the Benefit Year is equal to:

- 1) the Benefit Percentage, fixed on the Benefit Start Date, as determined from the Living Benefit Table set out on the Rider Specifications page; multiplied by
- 2) the Benefit Base Amount on the date that the payment is to be made.

The Living Benefit amount that is available at any point in time on or after the Benefit Start Date is equal to:

- 1) the Living Benefit amount for the Benefit Year as determined at that point in time; less
- 2) the amount of each Living Benefit payment, if any, previously made during the current Benefit Year.

The Benefit Percentage is based on the withdrawal option selected. If the single lifetime withdrawal option is selected, the Benefit Percentage is based on the age of the Insured on the Benefit Start Date. If the joint lifetime withdrawal option is selected, the Benefit Percentage is based on the younger of the age of the Insured or the age of the Spouse on the Benefit Start Date. For this purpose, we will use the person's age as of his or her last birthday.

Minimum Living Benefit

The Living Benefit amount for a Benefit Year shall never be less than the Required Minimum Distribution, if any, for the calendar year in which that Benefit Year began.

Living Benefit Payments

Benefit payments shall be made at any time or times on or after the Benefit Start Date upon your Written Request. A Benefit payment may be an amount up to the full Living Benefit amount available on the payment date. You may not take a Living Benefit payment of less than \$50. Living Benefit amounts available for a Benefit Year but not taken may not be carried over to the next Benefit Year.

Until the Account Value is exhausted, Benefits are paid in the form of withdrawals from the Contract. After that, Benefits are paid under the Rider itself and no Excess Withdrawals are permitted.

All rights to take Benefit payments shall end on the earliest of:

- 1) the date that the Insured dies, if the joint lifetime option is not in effect; or
- 2) the date that the Insured dies, if the joint lifetime option is in effect but no Spouse survives the Insured; or
- 3) the date that the Spouse dies, if the joint lifetime option is in effect and the Spouse survives the Insured; or
- 4) the completion of the maximum period that a benefit can be paid under the rules of Section 401(a)(9) of the Internal Revenue Code or the similar provisions of federal tax law to the extent applicable to the Contract; or
- 5) the date that this Rider terminates.

A Living Benefit payment may be paid to or for another annuity or tax-qualified account in an exchange, transfer, or rollover to the full extent allowed by federal tax law.

DEATH BENEFIT

Rider Death Benefit

A Death Benefit is payable under this Rider if either:

- 1) a Death Benefit would be payable under the Contract on account of the death of the Insured after the Death Benefit Waiting Period; or
- 2) a Death Benefit would be payable under the Contract on account of the death of the Spouse where a joint lifetime option is in effect and the Insured had previously died after the Death Benefit Waiting Period.

The Death Benefit Waiting Period is set out on the Rider Specifications page.

If a Death Benefit becomes payable under this Rider:

- 1) it shall be in place of all other benefits under the Contract or this Rider; and
- 2) all other rights under the Contract and this Rider shall terminate except for rights related to the Death Benefit.

No Death Benefit shall be paid under this Rider on account of a death if a spouse thereafter becomes the successor owner of the Contract. The Death Benefit under this Rider is in place of, and not in addition to, the Death Benefit under the Contract. Only one (1) Death Benefit can be paid under the Contract or this Rider.

Basic Death Benefit Amount

The Death Benefit amount shall be equal to the Account Value of the Contract on the Death Benefit Valuation Date, plus an amount that is equal to:

- 1) the excess, if any, of the Death Benefit Base Amount over the Account Value of the Contract on the Death Benefit Valuation Date; multiplied by
- 2) the Death Benefit Percentage that is set out on the Rider Specifications page.

If a Death Benefit becomes payable before the Benefit Start Date, then the Death Benefit Base Amount is equal to the Benefit Base Amount on the date of death.

If a Death Benefit becomes payable on or after the Benefit Start Date, then the Death Benefit Base Amount is equal to:

- 1) the Benefit Base Amount on the Benefit Start Date; minus
- 2) an adjustment for each Living Benefit payment and each Excess Withdrawal, if any, taken since the Benefit Start Date.

For this purpose, adjustment for a Living Benefit payment or Excess Withdrawal is made on the date of the payment or withdrawal. The amount of the adjustment is equal to:

- 1) the percentage reduction in the Account Value of the Contract on account of the Living Benefit payment or Excess Withdrawal, and any related Early Withdrawal Charge or other charge or fee related to it; multiplied by
- 2) the Death Benefit Base Amount just before the payment or withdrawal.

The Death Benefit amount shall never be less than the Death Benefit otherwise payable under the Contract.

Death Benefit Annuitization Bonus

The Death Benefit Percentage shall be equal to one hundred percent (100%) if the Death Benefit is annuitized for life or for a period that is at least equal to the Death Benefit Annuitization Period. The Death Benefit Annuitization Period is set out on the Rider Specifications page.

Interest on Death Benefit

A Death Benefit payable under this Rider shall accrue interest in the same manner as interest would accrue on a Death Benefit under the Contract.

Death Benefit Payments

A Death Benefit payable under this Rider shall be paid to the person or persons entitled to the Death Benefit under the Contract.

Form of Death Benefit

A Death Benefit payable under this Rider shall be made in the form provided or elected under the Contract. The amount of annuitization payments, if any, shall be determined using the guaranteed settlement option factors provided under the Contract.

EFFECT OF RIDER ON CONTRACT TERMS

Purchase Payments Limited

After the Rider Effective Date, we may decline to accept Purchase Payments to the Contract in excess of \$50,000 per Contract Year or that would exceed the Rollup Base Maximum. Before or after the Rider Effective Date, we may decline to accept any further Purchase Payments to the Contract if we are no longer issuing annuity contracts with this Rider unless you decline or terminate this Rider. After the Benefit Start Date, we reserve the right to impose additional restrictions on Purchase Payments to the Contract on a nondiscriminatory basis.

Withdrawals to Pay Rider Charges or Benefits

Withdrawals made from the Contract to pay charges for this Rider or to pay Benefits shall be subject to all of the terms and conditions of the Contract, except:

- 1) the amount withdrawn shall not be subject to an Early Withdrawal Charge or other charge or fee;
- 2) the amount need not meet the minimum amount for a withdrawal as determined under the withdrawals provision of the Contract;
- 3) it may reduce the Account Value of the Contract below the minimum that is otherwise required;
- 4) we will not terminate the Contract if such withdrawals reduce the Account Value of the Contract below such minimum; and
- 5) it may completely exhaust the Account Value of the Contract.

Withdrawals to pay Living Benefits shall reduce the amount that may otherwise be taken without an Early Withdrawal Charge or other charge or fee pursuant to any free withdrawal allowance or privilege under the Contract.

Loans Limited

You must pay off all Loans on or before the Benefit Start Date. You may not take a new Loan on or after the Benefit Start Date so long as this Rider is in effect.

Continuation of Contract

If the Account Value of the Contract is completely exhausted by payment of Rider charges or Living Benefits, the Contract shall not terminate until the Rider terminates. However, no further Purchase Payments may be made to the Contract, no Excess Withdrawals are possible, and the Contract cannot be annuitized.

Annuity Benefit of Contract

The Annuity Benefit under the Contract shall not be less than the annual Living Benefit amount, as determined under the **Living Benefit Amount** provision of this Rider as of the Annuity Commencement Date, if:

- 1) the Contract is annuitized with annual payments for the life of the Insured, or if joint lifetime withdrawal option is in effect, for the joint and survivor lives of the Insured and Spouse;
- 2) the actual Annuity Commencement Date is on or after the maximum Annuity Commencement Date that may be elected under the Contract; and
- 3) the actual Annuity Commencement Date is reached while Rider is in effect and after the Benefit Start Date.

TERMINATION

All rights under this Rider terminate upon the first of the following to happen:

- 1) your Written Request to decline or terminate this Rider;
- 2) a transfer or assignment of an interest in the Contract, unless to the Insured, or to the spouse of the Insured before the Benefit Start Date, or to the Spouse of the Insured on or after the Benefit Start Date when a joint lifetime withdrawal option is in effect;
- 3) an Excess Withdrawal from the Contract that reduces the Benefit Base Amount below the Minimum Required Value set out on the Rider Specifications page;
- 4) the surrender or annuitization of the Contract;
- 5) a death that would give rise to a death benefit under the Contract, unless the spouse of the Insured becomes the successor owner of the Contract before the Benefit Start Date, or the Spouse of the Insured becomes the successor owner of the Contract when a joint lifetime withdrawal option is in effect, or a Death Benefit is payable under this Rider; or
- 6) upon the complete payment of all Benefits under this Rider.

GREAT AMERICAN LIFE INSURANCE COMPANY[®]
GUARANTEED WITHDRAWAL AND DEATH BENEFIT RIDER
Not Transferable

SERFF Tracking Number: GRAX-G126922838 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 47406
Company Tracking Number: R6032810NW
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/R6032810NW

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment:		
AR - READABILITY CERTIFICATION.PDF		

	Item Status:	Status Date:
Satisfied - Item: AR - NAIC TRANSMITTAL DOCUMENT, AR - NAIC FORM FILING ATTACHMENT		
Comments:		
Attachments:		
AR - NAIC TRANSMITTAL DOCUMENT.PDF		
AR - NAIC FORM FILING ATTACHMENT.PDF		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter		
Comments:		
Attachment:		
Cover Letter.PDF		

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Great American 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
R6032810NW	54.3

Signed: 
Name: John P. Gruber
Title: Senior Vice President
Date: 11/29/10

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	Arkansas
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2.	Department Use Only	
	State Tracking ID	

3. Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
Great American Life Insurance Company P. O. Box 5420 Cincinnati OH 45201-5420	OH		0084	63312	13-1935920	

4. Contact Name & Address	Telephone #	Fax #	E-mail Address
Juli K. Fleming P. O. Box 5420 Cincinnati OH 45201-5420	800-854-3649 Ext. 10018	513-412-1470	jffleming@gafri.com

5. Requested Filing Mode	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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6. Company Tracking Number	R6032810NW
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7. <input checked="" type="checkbox"/> New Submission	<input type="checkbox"/> Resubmission	Previous file # _____
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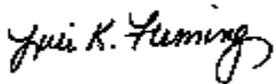
8. Market	<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Franchise		
	Group	<input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____		

9. Type of Insurance	A07I Individual Annuities - Special
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10. Product Coding Matrix Filing Code	A07I.001 Equity Indexed
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11. Submitted Documents	<input checked="" type="checkbox"/> FORMS <input type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input type="checkbox"/> Application/Enrollment <input checked="" type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other: _____ <input type="checkbox"/> RATES <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate <input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____ SUPPORTING DOCUMENTATION <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreement <input type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other: _____
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12.	Filing Submission Date	11/29/10
13.	Filing Fee (If required)	Amount _____ Check Date _____ Retaliatory <input type="checkbox"/> Yes <input type="checkbox"/> No Check Number _____
14.	Date of Domiciliary Approval	pending
15.	Filing Description:	
<p>Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. 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. This form was filed in Ohio, our state of domicile, on 11/24/2010.</p> <p>Form R6032810NW is a Guaranteed Withdrawal and Death Benefit Rider. This rider is intended for use with all previously approved individual deferred indexed annuity contracts and any individual deferred indexed annuity contracts we may develop in the future. This rider will be available for new issues only.</p> <p>This is an optional rider that may be added only at issue, and must be selected on the [order ticket] at the time of application. The rider provides for guaranteed withdrawal rights (i) for the life of the Insured, or (ii) for the joint lives of the Insured and his or her Spouse and for the remaining life of the survivor of them. This Rider also provides a Death Benefit, which may exceed the Contract values.</p>		

16.	Certification (If required)	
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p>		
<p>Print Name <u>Juli K. Fleming</u> Title <u>Senior Compliance Analyst</u></p>		
<p>Signature <u></u> Date <u>11/29/10</u></p>		

17.	Form Filing Attachment	
This filing transmittal is part of company tracking number	R6032810NW	
This filing corresponds to rate filing company tracking number		

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Guaranteed Withdrawal And Death Benefit Rider	R6032810NW	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
11			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	



LIFE INSURANCE COMPANY

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

November 29, 2010

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

Insurance Commissioner Jay Bradford
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
R6032810NW Guaranteed Withdrawal And Death Benefit Rider

Dear Insurance Commissioner Bradford:

Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. 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. This form was filed in Ohio, our state of domicile, on November 24, 2010.

Form R6032810NW is a Guaranteed Withdrawal and Death Benefit Rider. This rider is intended for use with all previously approved individual deferred indexed annuity contracts and any individual deferred indexed annuity contracts we may develop in the future. This rider will be available for new issues only.

This is an optional rider that may be added only at issue, and must be selected on the [order ticket] at the time of application. The rider provides for guaranteed withdrawal rights (i) for the life of the Insured, or (ii) for the joint lives of the Insured and his or her Spouse and for the remaining life of the survivor of them. This Rider also provides a Death Benefit, which may exceed the Contract values.

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 jfleming@gafri.com.

Sincerely,

Juli K. Fleming
Senior Compliance Analyst

JULI K. FLEMING , SENIOR COMPLIANCE ANALYST
(800) 854-3649 (TOLL FREE - EXT. 10018)
(513) 412-0018 (DIRECT DIAL) * (513) 412-1470 FAX