

SERFF Tracking Number: MCHX-126506764 State: Arkansas
 Filing Company: OM Financial Life Insurance Company State Tracking Number: 44903
 Company Tracking Number: OM SPIA (01-10)
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: OM SPIA (01-10) Indiv Single Premium Immed Annuity
 Project Name/Number: OM SPIA (01-10) Indiv Single Premium Immed Annuity- OM Financial Life Ins Co/OM SPIA (01-10) Indiv Single Premium Immed Annuity- OM Financial Life Ins Co

Filing at a Glance

Company: OM Financial Life Insurance Company

Product Name: OM SPIA (01-10) Indiv Single Premium Immed Annuity SERFF Tr Num: MCHX-126506764 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 44903

Sub-TOI: A05I.000 Annuities - Immediate Non- variable Co Tr Num: OM SPIA (01-10) State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird
 Author: SPI McHughConsulting Disposition Date: 02/19/2010
 Date Submitted: 02/18/2010 Disposition Status: Approved-Closed

Implementation Date Requested: 03/20/2010

Implementation Date:

State Filing Description:

General Information

Project Name: OM SPIA (01-10) Indiv Single Premium Immed Annuity- OM Financial Life Ins Co Status of Filing in Domicile: Pending

Project Number: OM SPIA (01-10) Indiv Single Premium Immed Annuity- OM Financial Life Ins Co Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filing Concurrently.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 02/19/2010

Explanation for Other Group Market Type:

State Status Changed: 02/19/2010

Deemer Date:

Created By: SPI McHughConsulting

Submitted By: SPI McHughConsulting

Corresponding Filing Tracking Number:

Filing Description:

RE: Single Premium Immediate Annuity

Forms: OM SPIA (01-10) Single Premium Immediate Annuity

OM ABR-SPIA (01-10) Accelerated Benefit Rider

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OM WAE (01-10) Waiver of Assignment Endorsement
OMAD 6249 (01-2010) Single Premium Immediate Annuity Application

NAIC: 63274
FIN: 52-6033321

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.

Enclosed for filing are the above captioned forms. They are new and do not replace any form currently on file with your Department. The forms will be issued to the OM Financial Life.

Single Premium Immediate Annuity OM SPIA (01-10) will be used exclusively in the immediate annuity market. This Contract is issued in consideration of the application and payment of the single premium. The Contract can be used for non-qualified issues and tax-qualified IRA or tax-sheltered annuity issues (with use of an approved IRA or TSA rider), pension and profit sharing plan issues.

Accelerated Benefit Rider OM ABR-SPIA (01-10) provides that if the annuitant becomes ill or has a terminal illness as defined in the rider, the income stream of payments may be accelerated by receiving a lump sum. There is no premium charge for this rider.

Waiver of Assignment Endorsement OM WAE (01-10) provides that the contract to which this endorsement is attached is non-transferable, non-assignable, non-commutable, non-surrenderable, totally and permanently irrevocable, and has no cash value. There is no premium charge for this rider.

Single Premium Immediate Annuity Application OMAD 6249 (01-2010) is intended to be used with this product and any other approved single premium immediate annuity we may offer in the future. The application will also be available electronically so that it may be printed from a computer by an agent for completion and signature.

Producers licensed to do business in your state including through financial institutions will market this annuity.

The enclosed actuarial memorandum demonstrates that the product is actuarially sound and that the benefits are reasonable to the premiums charged.

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The above referenced Contract, rider endorsement and application referenced in this filing may be used with any previously approved or future approved individual annuity.

Bracketed material is intended to be variable. Attached is a statement of variability.

The form is written in clear and simplified language and has passed the Flesch Reading Ease test.

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 have any comments or questions, please feel free to call me at the number listed below.

Sincerely,

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

Attachments

Company and Contact

Filing Contact Information

Tim Hager, Compliance Project Specialist mcr@mchughconsulting.com
McHugh Consulting Resources, Inc. 215-230-7960 [Phone]
2005 South Easton Road, Suite 207 215-230-7961 [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:

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(410) 895-0091 ext. [Phone] FEIN Number: 52-6033321

Filing Fees

Fee Required? Yes
 Fee Amount: \$500.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
OM Financial Life Insurance Company	\$500.00	02/18/2010	34278764

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 Annuity- OM Financial Life Ins Co

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	02/19/2010	02/19/2010

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Disposition

Disposition Date: 02/19/2010

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		Yes
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 - OM SPIA (01-10)		Yes
Supporting Document	Statement of Variability - OMAD 6249 (01-2010)		Yes
Form	Individual Single Premium Immediate Annuity		Yes
Form	Accelerated Benefit Rider for Single Premium Immediate Annuities		Yes
Form	Waiver of Assignment Endorsement Single Premium Immediate Annuities		Yes
Form	Single Premium Immediate Annuity Application		Yes

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Form Schedule

Lead Form Number: OM SPIA (01-10)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	OM SPIA (01-10)	Policy/Cont	Individual Single ract/Fratern al Annuity Certificate	Initial		50.700	OM SPIA (01-10).PDF
	OM ABR-SPIA (01-10)	Policy/Cont	Accelerated Benefit ract/Fratern al Premium Immediate Certificate: Annuities Amendmen t, Insert Page, Endorseme nt or Rider	Initial		45.500	OM ABR-SPIA (01-10).PDF
	OM WAE (01-10)	Certificate	Waiver of Amendmen t, Insert Page, Endorseme nt or Rider	Initial		47.200	OM WAE (01-10).PDF
	OMAD 6249 (01-2010)	Application/	Single Premium Enrollment Form Application	Initial		45.300	OMAD 6249 (01-2010).PDF

This Contract is issued in consideration of the application and payment of the single premium. Annuity payments will be made to the Owner(s) (or the Owner's designee) while the Annuitant(s) is (are) alive.

READ YOUR CONTRACT CAREFULLY. This annuity Contract is part of a legal Contract between the Owner and the Company. The terms of this Contract are contained on this page and those which follow.

Signed for the Company

[

John A Phelps]
President

[

Eric Marhoun]
Secretary

(If applicable)

Countersigned at:

City: _____ State: _____ Date: _____

By Agent: _____

RIGHT TO CANCEL. Please examine your Contract. If you decide not to keep this Contract, return it within 10 days (or longer if required by state law) after you receive it. You can mail the Contract to us or return it to the agent through whom it was purchased. The Contract will be void from the start and a full refund of the premium less any annuity payments made, will be refunded. We will make any refund within 10 days of our receipt of this Contract.

NOTICE TO OWNER: If you have questions or need information about this Contract or need assistance in resolving a complaint, please call [1-888-513-8797].

SINGLE PREMIUM IMMEDIATE ANNUITY

Annuity payments begin on the Date of First Payment. Payments will be made as shown in the Information page.

Nonparticipating: dividends are not payable.

INDEX	Page
Annuity Benefits	7
Beneficiary	6
Death	6-7
Definitions	3
General Provisions	4-5
Information Page	2
Ownership	5

Any endorsements, restrictions, riders, or additional benefits follow Page 7.

INFORMATION

Contract Number: [0000000]

Contract Number: [0000107]

Owner

[John Doe or as named in the most recent change on record.]

Date of Issue: [January 1, 2010]

Date of First Payment: [March 1, 2010]

Joint Owner

Jane Doe or as named in the most recent change on record.

Annuitant(s)

[John Doe]

Birth Date(s)

[April 01, 1969]

Single Premium Paid: [\$10,000]

Joint Annuitant(s)

[Jane Doe]

Birth Date(s)

[April 02, 1969]

Beneficiary: [Beneficiary is as named in the application or in the most recent beneficiary change on record.]

Riders and Endorsements Attached:

[Endorsement, OM WAE (01-10)

Tax Sheltered Annuity Rider, OM TSA 2009

IRA Rider, OM IRA (2009)

Roth IRA Rider, OM ROTH IRA (2009)]

Annuity Option:

[Life Income With A Guaranteed Period of 10 Years.]

Annuity Description:

[Payments are guaranteed for 10 years. If the Annuitant is alive at the end of the guaranteed period, payments will continue for as long as the Annuitant is alive. If the Annuitant dies before the end of the guaranteed period, a Death Benefit, consisting of the remaining guaranteed annuity payments, as scheduled, will be paid.]

Annuity Payment and Frequency: [\$83.33 payable monthly for 120 payments.]

3% Annual COLA

INFORMATION (Cont'd)

Annuity Payment and Frequency (Cont'd):

DEFINITIONS

Annuitant(s)	The natural person(s) on whose life (lives) determine the annuity payments. A Joint Annuitant is a second person on whose life the annuity payments may depend. The Annuitant(s) may not be changed after the annuity date.
Annuity Option	The annuity payment plan requested on the application.
Beneficiary(ies)	The person(s) named in the application or in the most recent change on record in our Home Office having the right to receive any Death Benefit set forth in the Contract, once the Owner(s) and the Annuitant(s) die(s).
Date of First Payment	The date annuity payments are to begin. This date is not later than one year following the Date of Issue. The Date of First Payment is shown in the INFORMATION page and may not be changed.
Date of Issue	The Date of Issue is shown in the INFORMATION page.
Death Benefit	The benefit to be paid if there are guaranteed annuity payments remaining after the death of the Annuitant(s).
Mode	The frequency in which annuity payments are made.
Net Premium	The net premium equals the single premium paid less any premium tax.
Owner(s)	The person(s) named in the application or in the most recent change on record in our Home Office entitled to ownership rights stated in this Contract. "Owner" includes any person who succeeds to the ownership rights of this Contract under the Death of Owner provision. The owner may be changed as stated in the OWNERSHIP section.
Single Premium	The amount paid to purchase this annuity.
We, Our, Us, Company	OM Financial Life Insurance Company.
Written Request	A request that is written, signed, dated, and notarized (if required by the form) on a form satisfactory to, or provided by, us and received at our Home Office.
You, Your	The Owner(s).

GENERAL PROVISIONS

Any reference to annuitant, joint annuitant, beneficiary, contingent beneficiary, irrevocable beneficiary, Owner, contingent owner, and/or payee, may include multiple persons.

Assignment

If this Contract is issued as a non-qualified annuity, while the annuitant is alive, you may assign this Contract. We will not be responsible for the validity or sufficiency of any assignment. To be binding on us, an executed assignment, on a form acceptable to us, must be received at our Home Office. Your rights and any Beneficiary's interest will be subject to the assignment. Assignment of this Contract may subject you to income and gift tax.

If this Contract is issued as a tax-qualified annuity this Contract may not be assigned.

Compliance With Internal Revenue Code

This Contract will be interpreted in a manner consistent with the requirements of Code section 72(s). We reserve the right to amend this Contract to comply with any changes in the Code, regulations issued thereunder, and administrative rulings. Any such amendment will be promptly mailed to you at your last known address.

We are authorized to report to the Internal Revenue Service or withhold any amount in accordance with applicable law. We do not accept responsibility for the tax treatment of this Contract. You should consult your tax advisor.

Conformity With Statutes

If any provision in this Contract is in conflict with the laws of the state which govern this Contract, the provision will be deemed to be amended to conform to such laws. Benefits available under this Contract are not less than those required by any regulation or statute for which this Contract is issued for delivery.

Entire Contract

The entire contract for each Owner consists of:

- This Contract;
- The application; and
- All amendments, endorsements, riders or revised Information page(s) attached to or mailed to your last known address.

Only the President, or the Secretary, in our Home Office can agree to change or waive any provisions which are part of the entire contract. The change or waiver must be in writing.

Representations

In issuing this Contract we have relied on all statements made in the application. All such statements are deemed to be representations and not warranties. We will not use any statement in defense of a claim unless that statement is a material representation.

Incontestability

We will not contest this Contract after two years from the Date of Issue based on statements made in any application, except as provided in the Misstatement of Birth Date provision in the ANNUITY BENEFITS section.

Notification of Changes

We will mail to your last known address notification of any changes to this annuity and the effective date of any change.

GENERAL PROVISIONS (Cont'd)

Notification of Death	The death of any Owner or Annuitant must be reported to us immediately. We are entitled to immediately recover any overpayments made because of a failure to notify us of any such death. We are not responsible for any incorrect payments which result from a failure to immediately notify us of the death of any Owner or annuitant. We may periodically require proof that the Owner or annuitant is still alive and may withhold any payments until such proof is received at our home office.
Protection of Benefits	Only you can assign, encumber, or pledge any benefit paid under this Contract. To the extent permitted by law, no benefit paid, or to become payable, will be subject to any claim or process of law by any creditor.
Qualified Plan Distributions	<p>If this Contract provides benefits to a participant under a plan qualified under section 401(a) of the Internal Revenue Code, the following applies:</p> <ul style="list-style-type: none">• This Contract has been issued in reliance on your representation that the participant's election of an Annuity Option, and any current or future Beneficiary designations that the participant might make, comply with the participant and spousal consent rules of Internal Revenue Code.• If this Contract is held by any person other than the trustee of such a plan, it cannot be transferred, except as provided in the Internal Revenue Code.• This Contract cannot be: sold; assigned; discounted; or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose.

OWNERSHIP

Ownership Rights	<p>While the Annuitant(s) is (are) alive, you may:</p> <ul style="list-style-type: none">• Exercise any of the rights under this Contract.• Assign this Contract.• Change or amend this Contract, subject to our agreement, <p>Your rights will be subject to those of any assignee or Irrevocable Beneficiary.</p> <p>All rights of ownership end at your death. The Death of Owner provision describes to whom ownership of this Contract will pass at the death of an Owner.</p>
Joint Owners	Two natural persons may be named as Joint Owners. They will own this Contract as joint tenants with rights of survivorship. While both are alive, each must sign any written request made under this Contract.
Change of Owner	<p>Ownership may be changed by written request. This Contract may be required for endorsement. After we record the change, it will take effect on the date the request was signed even if the requesting Owner is not then alive.</p> <p>The change will be subject to any payment made or action taken by us before we receive and record the change. A change in ownership of this Contract may subject you to income and gift tax.</p>

BENEFICIARY

Change of Beneficiary(ies)	While the Annuitant(s) is (are) alive, you may change the Beneficiary or any contingent or irrevocable Beneficiary by written request. Irrevocable Beneficiaries must give written consent to any such change. After we record the change, it will take effect on the date the request was signed, even if the Annuitant(s) is (are) not then alive. The change will be subject to any payment made or action taken by us before we receive and record the change.
Payment to Beneficiary(ies)	Before making any payment, we may require evidence of the identity, age, and other facts about any person or class designated as beneficiary. We are entitled to make payments based on that evidence.
Irrevocable Beneficiary	Any Beneficiary may be named as an Irrevocable Beneficiary. The consent of any Irrevocable Beneficiary is needed to exercise any right under this Contract.

DEATH PROVISIONS

Death of Owner	<p><u>Ownership Succession.</u> At your death, ownership of this Contract will pass to the person(s) living on the date of your death in the order which follows:</p> <ul style="list-style-type: none">• Surviving Joint Owner, if any.• Beneficiary.• Contingent Beneficiary.• Estate of the last Owner to die. <p>In the event that a deceased Owner is also the last surviving Annuitant, further payments, if any, will be made under the Death of Annuitant(s) provision. If more than one natural person succeeds to the ownership rights of this Contract, such persons will own this Contract as Joint Owners with rights of survivorship. Any instructions or designations of the prior Owner(s) will continue unless changed in accordance with this Contract by the succeeding Owner(s).</p>
Death of Annuitant(s)	<p>In the event of the death of the Annuitant(s), the Death Benefit, if any, will be paid to the person(s) living on the date of such death in the order which follows:</p> <ul style="list-style-type: none">• You.• Surviving Joint Owner, if any.• Beneficiary.• Contingent Beneficiary.• Estate of the last Owner to die. <p>No payment will be made to any of those stated in the first paragraph of this provision until all obligations to the assignee, if any, have been satisfied. The recipient may name one or more persons to receive any remaining Death Benefit after such recipient's death; otherwise any unpaid portion of the Death Benefit will be paid to the deceased recipient's estate.</p>

DEATH PROVISIONS (Cont'd)

Payment

Payment of the Death Benefit will be made at our Home Office. Before the Death Benefit is paid, we will require:

- Return of this Contract or a certification on a form we accept stating that this Contract has been lost or destroyed;
- Proof of death in the form of a death Certificate, coroner's report, or an affidavit from the beneficiary; and
- A Written Request for the Death Benefit.

All payments may, at our option, be made into an interest-bearing account established in the name of the recipient. The recipient may withdraw a portion of or the entire proceeds in the account at any time. You may contact us for information regarding this account.

In lieu of the above, you may, by written request, receive payments by check or draft from our home office. The payments will be sent to the recipient's last known address.

If any Beneficiary or contingent Beneficiary dies at the same time as the Annuitant or within 10 days after the death of the Annuitant, the Death Benefit will be paid as if the Annuitant had survived such Beneficiary or Contingent Beneficiary unless otherwise indicated on the application or any change of beneficiary form.

ANNUITY BENEFITS

Annuity Payments

Annuity payments will:

- Begin on the Date of First Payment as shown in the INFORMATION section if an Annuitant is then alive.
- Be paid, at our option, into an interest bearing checking account established in the name of the recipient, or by check or draft to the order of the Owner(s) or his or her designee and will be sent to the recipient's last known address.
- Be paid on a monthly, quarterly, semi-annual or annual basis, as requested in the application.
- Be made at our Home Office.
- Cease at the death of all Annuitants, in which case the Death of Annuitant(s) provision may apply.

Amount and Frequency of Payment

The amount and frequency of annuity payments are shown in the INFORMATION section and are set as of the Date of Issue. The amount may not be changed except as provided under the Misstatement of Birth Date provision.

Misstatement of Birth Date

Before making any annuity payment, we may require proof of each Annuitant's birth date. If the birth date of any Annuitant is misstated, we will adjust the amount to be paid by us. It will be that which would have been paid if the correct birth date had been stated.

For misstatements which result in underpayments, we will:

- Include the full amount of the underpayment in our next payment.
- Add interest of 6% per year to that payment.

For misstatements which result in overpayments, we will:

- Spread the full amount of the overpayment over the remaining guaranteed payment period, if any, or 10 years, whichever is less, and deduct a level portion of that amount from each of those future payments.
- Charge interest of 6% per year against the balance of the amount overpaid.

SINGLE PREMIUM IMMEDIATE ANNUITY

ACCELERATED BENEFIT RIDER for Single Premium Immediate Annuities

THIS RIDER IS PART OF THE CONTRACT TO WHICH IT IS ATTACHED. IT PROVIDES FOR AN ACCELERATION OF ANNUITY PAYMENTS. IT DOES NOT PROVIDE HEALTH INSURANCE, LONG-TERM CARE BENEFITS OR NURSING HOME COVERAGE. EXCEPT AS STATED IN THIS RIDER, ALL OTHER CONTRACT PROVISIONS APPLY.

THE PROVISIONS OF THIS RIDER WILL SUPERSEDE ANY CONFLICTING PROVISIONS OF THE CONTRACT.

ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. YOU SHOULD CONTACT A TAX ADVISOR FOR SPECIFIC ADVICE. THERE IS NO RESTRICTION ON YOUR USE OF THE ACCELERATED PAYMENT.

Definitions

Accelerated Benefit. The lump sum paid to you under this rider if the Annuitant, including any Joint or Contingent Annuitant, has a Covered Illness. The lump sum payment replaces the scheduled annuity payments accelerated under this rider. For the "Income for a Guaranteed Period" annuity option the amount is equal to the Commuted Value. For all other annuity types, the amount is the greater of the:

- Commuted Value:

The commuted value is determined by discounting the remaining guaranteed annuity payments at the annually compounded interest rate(s) which is (are) yield rate(s) used by us to determine those payments. The discount rate(s) results in a decrease in the value received. The commuted value will always be less than the sum of the remaining guaranteed annuity payments. The commuted value will be calculated as of the date such payment will be made.

Or

- Minimum accelerated benefit amount:

The minimum accelerated benefit amount is equal to the discounted value of the next year of payments that would have been made if the Annuitant were alive. The discounted value assumes annually compounded interest rate(s) which are the yield rate(s) set on the Date of Issue and used by us to determine those payments. The discounted value will always be less than the sum of the next year's annuity payments and will be calculated as of the date such payment will be made.

Physician. A doctor of medicine or osteopathy who is:

- Duly qualified;
- Licensed in the United States of America; and
- Performing within the scope of his or her license.

A physician must not be you; the Annuitant; the brother, sister, parent, spouse or child of either you or the Annuitant; or any spouse of the above.

Effective Date

This rider is effective on the contract's Date of Issue.

Benefit

This rider provides for payment of the Accelerated Benefit during the lifetime of the Annuitant, and while the contract and this rider are in effect, upon receipt of proof acceptable to us of the occurrence or diagnosis of a Covered Illness.

The illness must first manifest itself on or after the 90th day following the effective date of this rider, except in the case of life threatening cancer where the condition must first manifest itself 60 days after the effective date. However, if any of the covered illnesses is the result of an accident, the illness will be covered as of the date of the accident.

If the Annuitant is eligible for the Accelerated Benefit under this rider, the benefit will be paid to the Owner. Upon payment, this rider's benefit will terminate and no further accelerated benefit will be paid. If the contract is issued with a life income Annuity Type and the Annuitant is alive after the period of time on which the accelerated benefit was based, annuity payments will continue as described under that Annuity Type for as long as the annuitant is alive.

ACCELERATED BENEFIT RIDER for Single Premium Immediate Annuities (Continued)

Covered Illnesses

The following illnesses are covered by this rider:

Terminal Illness. Illness or physical condition that results in the Annuitant having a life expectancy of 12 months or less.

Cancer (Life threatening). Malignant neoplasms (including hematological malignancy), which are identified by the uncontrolled growth and spread of malignant cells and the invasion of tissue, including tumors and malignant melanomas that have spread through the epidermis. Cancer does not include pre-malignant lesions (such as intraepithelial neoplasia), benign tumors or polyps, Stage A prostate cancer, non-invasive cancer in situ, and any skin cancer other than invasive malignant melanoma into the dermis or deeper.

Heart Attack (Myocardial Infarction). The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis must be based on electrocardiographic changes consistent with heart attack accompanied by concurrent diagnostic elevation of cardiac enzymes. The heart attack must have been severe enough to require an inpatient hospital stay and any impairment sustained as a result of the heart attack must be evident for at least 60 days after hospital discharge. Heart Attack does not include transient ischemic attacks, angina, or the chance finding of EKG changes suggestive of a previous heart attack.

Stroke (Cerebrovascular accident). Infarction (death) of brain tissue caused by hemorrhage, thrombosis or embolus producing measurable, neurological deficit persisting for at least 60 days following the occurrence of the stroke. Stroke does not include transient ischemic attacks (TIA).

Paralysis. Complete and permanent loss of use of 2 or more limbs through neurological injury producing paralysis confirmed to have been present by a Physician for a continuous period of at least 180 days from the time paralysis begins.

Renal Failure. Chronic irreversible failure of both kidneys (end stage renal disease), which requires the undergoing of regular dialysis. Benefits will become payable if permanent renal failure persists for a period of at least 90 days.

Major Organ Transplants. The receipt by transplant of any of the following organs or tissues: the entire heart, liver, lung, kidney, or bone marrow. Transplantation means the replacement of the recipient's malfunctioning organ(s) or tissue, with the organ(s) or tissue from a donor suitable under generally accepted medical procedures.

Blindness. Permanent and uncorrectable loss of sight in both eyes as confirmed by a Physician who is an Ophthalmologist. The corrected visual acuity must be worse than 20/200 in both eyes, or the field of vision must be less than 20 degrees in both eyes.

Loss of 2 or More Limbs. The amputation of 2 or more limbs at or above the elbow with respect to an arm and at or above the knee with respect to a leg.

ACCELERATED BENEFIT RIDER for Single Premium Immediate Annuities (Continued)

Written Request and Proof of Covered Illness

We will require a Written Request for the Accelerated Benefit. Before we pay the Accelerated Benefit, we require that you provide proof satisfactory to us that the Annuitant has a Covered Illness. This proof will include, but is not limited to:

- A diagnosis of the condition or the necessity of Organ Transplant surgery from a Physician who provides medical care to the Annuitant in connection with the Annuitant's Covered Illness. Any diagnosis must be the result of clinical, radiological, histological or laboratory evidence; or
- Certification by a Physician who provides medical care to the Annuitant in connection with the Annuitant's Terminal Illness.

We reserve the right to obtain a second medical opinion, additional tests, or examination by a Physician selected by us. Any second opinions will be made at our expense.

After we receive notification of the Annuitant's claim, we will send to you the forms that are to be used to file a claim under this rider.

If you have not received the forms within 15 days after the original claim notification, write us a letter of claim. The letter of claim should describe the occurrence, character, and extent of the Annuitant's condition. In addition, the Annuitant must provide us with a separate letter of authorization which gives us permission to obtain information needed to evaluate the Annuitant's claim, to include, but not to be limited to, medical records, interviews with and statements from health care practitioners, health care facilities, other insurance carriers, and information bureaus.

In order for us to evaluate the Annuitant's claim and eligibility for benefits, we must receive proof of the occurrence or diagnosis within 30 days of the benefit claimed. If it is not possible to send it within 30 days, send it as soon as reasonably possible. The Annuitant's claim will not be reduced solely because of the delay, but we will not accept proof of the Annuitant's loss later than 90 days after it was due unless the Annuitant was legally unable to provide it.

We will require satisfactory proof of the occurrence or diagnosis of the Covered Illness, including, but not limited to:

- A statement from the Annuitant's Physician to be completed on a form provided by us; and
- Complete records of the Annuitant's medical history, diagnoses, and treatments.

In addition, certain items will be required as proof of loss for specific Covered Illnesses as follows:

- Cancer - copies of medical records and test results showing the clinical diagnosis of cancer.
- Heart Attack - copies of medical records and test results which demonstrate that the claimant has suffered from chest pains which are characteristic of a heart attack and evidence of an inpatient hospital stay. In conjunction with the chest pain, we require evidence of EKG changes and cardiac enzyme elevations which are also characteristic of a heart attack. The EKG and cardiac enzymes confirm that chest pain was due to a heart attack. The medical records and test results must document an ongoing impairment lasting for at least 60 days after hospital discharge.
- Stroke - copies of medical records and appropriate test results including, but not limited to, a CT scan, showing the clinical diagnosis of a stroke.
- Paralysis - copies of medical records and appropriate test results, including but not limited to, an MRI, confirming the clinical diagnosis of paralysis.
- Renal Failure - copies of medical records and appropriate test results including, but not limited to, renal function studies (BUN and creatinine tests), and the results of a renal scan showing clinical diagnosis of renal failure.
- Major Organ Transplants - copies of medical records showing a diagnosis for the necessity of a major organ transplant.

ACCELERATED BENEFIT RIDER for Single Premium Immediate Annuities (Continued)

Benefit Limitations	No accelerated benefit will be paid if the Covered Illness results from: <ul style="list-style-type: none">• An attempted suicide;• Intentionally self-inflicted injury;• The misuse of alcohol or drugs; or• The Annuitant's involvement in any illegal activity.
Conditions	Payment of the Accelerated Benefit is subject to the following conditions: <ul style="list-style-type: none">• We will require the written consent (on a form we accept) of any joint Owner or Irrevocable Beneficiary having an interest in the annuity.• The annuity must not be assigned to any person, except to us, as security for a loan. <p>Payment of the Accelerated Benefit is not meant to allow third parties to cause you to involuntarily invade any death benefit ultimately payable to the named Beneficiary. Therefore, you are not eligible for this benefit:</p> <ul style="list-style-type: none">• If you are required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or• You are required by a government agency to use this benefit in order to apply for, obtain, or keep a government benefit or entitlement.
Nonparticipating	Dividends are not payable.
Rider Termination	This rider will end at the earliest of the following events: <ul style="list-style-type: none">• The annuity terminates.• The Accelerated Benefit is paid.• Your Written Request.
Confirmation of Changes	We will mail to your last known address confirmation of any changes, including the effective date of any change.

OM FINANCIAL LIFE INSURANCE COMPANY

A STOCK COMPANY

Signed for the Company

[



John A Phelps]
President

[



Eric Marhoun]

Secretary

Single Premium Immediate Annuity Application

Product: [OMI Immediate Income]

OM Financial Life Insurance Company • Home Office: Baltimore, Maryland
Administrative Office: P.O. Box 81497; Lincoln, NE 68501-81497

Owner(s)

Name: [Jane Doe]
SSN or TAX ID: [123-56-9874]
[Male | Female] Birth Date: [01/01/77]
Address: [123 Lane Any Town USA, Any State USA 12345]
Phone No: ([213]) [654-7896]
Employer Name & Address: [US Co]
Relationship to Annuitant: [Self]
Identification # & State: [123456]

Joint Owner (if any): []
SSN or TAX ID: []
[Male | Female] Birth Date: []
Address: []
Phone No: ([]) []
Employer Name & Address: []
Relationship to Owner: []
Identification # & State: []

Type of Identification:
[State Issued | Immigration]
[Military | Passport]
[Other []]

Type of Identification:
[State Issued | Immigration]
[Military | Passport]
[Other []]

Annuitant(s) (if other than Owner, complete this section)

Name: []
SSN or TAX ID: []
[Male | Female] Birth Date: []
Address: []
Identification # & State: []

Joint/Contingent (if any): []
SSN or TAX ID: []
[Male | Female] Birth Date: []
Address: []
Identification # & State: []

Type of Identification:
[State Issued | Immigration]
[Military | Passport]
[Other []]

Type of Identification:
[State Issued | Immigration]
[Military | Passport]
[Other []]

Beneficiary

Primary Contingent (Unless otherwise provided, survivors of each class will share equally.)

% [100%] [] Name: [Child Doe] SSN: [321-45-6549]
Birth Date: [] Relationship to Owner []
% [] [] Name: [] SSN: []
Birth Date: [] Relationship to Owner []
% [] [] Name: [] SSN: []
Birth Date: [] Relationship to Owner []
% [] [] Name: [] SSN: []
Birth Date: [] Relationship to Owner []

Amount of Single Premium

\$ [20,000] (Make check payable to OM Financial Life Insurance Company.)
[Check Attached | Wire Transfer | 1035 Exchange/Rollover/Transfer (Completed forms attached)]
\$ [] (estimated premium)
[Contribution for Tax Year [2009]]

Purpose of Annuity

[Non-Qualified | Qualified]
[IRA (Owner must be annuitant.) | Rollover | Transfer]
[Other (Specify qualified plan type) []]

Single Premium Immediate Annuity Application

Product: [OMImmediate Income]

Do you have any existing life insurance or annuity policy? Yes No
(If yes please list Insurance Company name, Policy type, Policy # and Year issued)

[_____]

Replacement

Will the annuity applied for replace or change an existing life insurance or annuity policy? Yes No

If a 1035 Exchange or Transfer, attach applicable forms. Transfer/Exchange Amount: \$[_____]

Policy/Certificate No: [_____] Company: [_____]

Annuity Payments

Monthly Quarterly Semi-Annual Annual Other [_____]
(Frequency of annuity payments may not be changed.)

Mail Annuity Payments To

Payee's Name: [Jane Doe]

Address: [123 Lane Any Town USA, Any State USA 12345]

Alternate Payee's Name: [_____] Address: [_____]

Direct Deposit – Electronic Fund Transfer (Annuity payments deposited directly to Owner's or payee's bank account.
Attach a direct deposit form and voided check.)

Date of First Payment [03/01/2010] (Must be at least 30 days from the Contract's date of issue.)

Directing annuity payments to another payee does not constitute a reduction in reportable income or tax liability to the owner

[_____]

Special Instructions

(Proof of age of annuitant and joint annuitant, if any, must be attached where a life contingency is involved.)

1. Income for a Guaranteed Period of _____ years (up to 30 Years) and _____ months

2. Life Income with A Guaranteed Period of _____ years

3. Life Income

4. Joint and Contingent Life Income - Reduced Life Income Payments of _____% at annuitant's Death
Name of contingent annuitant: _____

5. Joint and Survivor Life Income With A Guaranteed Period of _____ years – Reduced Life Income Payments of _____%
at Death of annuitant or joint annuitant (Enter 100% if no reduction in payment amount.)
Name of joint annuitant: _____

6. Joint and Survivor Life Income – Reduced Life Income Payments of _____% at death of annuitant or joint annuitant
(Enter 100% if no reduction in payment amount.) Name of joint annuitant: _____

7. Income for A Guaranteed Period not to Exceed Life Expectancy. (Choose this option if OMImmediate Safeguard is requested.)

8. Period Certain with Lump Sum (This option cannot/should not be chosen in conjunction with government assistance benefits due to possible disqualification for those benefits.)

9. Other. Describe in the special instructions section annuity option, schedule of payments, and rider benefits (if any).]

Annuity Options (select one)

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may be subject to criminal and civil penalties.

AR/LA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CO: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or representative of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a contract holder or claimant for the purpose of defrauding or attempting to defraud the contract holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department regulatory agencies.

DC: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**FRAUD
WARNING
NOTICES** (Please review the notice that applies in your state. If your state is not listed, please review the first notice listed.)

FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. _____ (Owner's Initials)

KY/OH: I understand that any person who, with intent to defraud, or knowing that he or she is facilitating a fraud against an insurer, submits an application containing a false or deceptive statement is guilty of insurance fraud.

ME/TN/WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefit.

MD: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NJ: Any person who includes any false or misleading information on an application for an insurance contract is subject to criminal and civil penalties.

NM/PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

OK: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OR/VT: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

For purposes of this election, "You" and "I" refer to the taxpayer (Owner).

Payments received will be subject to federal income tax withholding (and state tax withholding where applicable) unless you elect not to have tax withholding apply. Withholding tax will apply only to the portion of the annuity payment that is already included in your income subject to federal income tax. If you elect not to have federal income tax withheld, your election will remain in effect until you revoke it. You may revoke your election at any time. Please contact us to obtain a revocation form.

Notice of Tax Withholding and Election

If you elect not to have withholding apply to the annuity payments, or if you do not have enough federal income taxes withheld, you may be responsible for the payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.

If we have not received your election, federal income tax will be withheld from the taxable portion of your annuity payments as if you were a married individual claiming three withholding allowances. However, no federal income tax will be withheld if the taxable portion of your annual annuity payments is less than the floor on withholding tax for a married individual claiming three allowances. A check placed in the circle means that:

- 1. I elect not to have federal income tax withheld from any payments. (If checked, do not complete 2 or 3.)
- 2. I want the withholding taxes from each payment to be calculated using the number of allowances and marital status shown. (You may also designate an additional amount in number 3.)
 Marital Status: Single Married Married, but withhold at higher Single rate Number of Allowances: []
- 3. I want the following additional amount withheld from each periodic payment: \$ []
 (You cannot enter an amount here without indicating marital status and entering the number of allowances in number 2.)

I/(We) have read the statements made in this application. To the best of my/(our) knowledge and belief, the statements made are complete, true, and correctly recorded. I/(We) understand that: a copy of this application will form a part of any annuity issued; the annuity will not take effect until delivered to the Owner; no agent has the authority to modify any annuity issued; and there are terms, conditions, charges, and fees for any optional rider selected.

Authorizations

I/(We) understand that I/(We) have applied for an annuity. I/(We) have received a copy of the Company's disclosure material for this annuity.

I/(We) understand that if I/(We) elected the "Income for A Guaranteed Period not to exceed Life Expectancy" Annuity Option, the contract is non-transferable, non-assignable, non-commutable, non-surrenderable, totally and permanently irrevocable, and has no cash value.

Signature(s)

I/(We) certify, under penalties of perjury, that I am a/(we are) U.S. Citizen(s) or resident(s) of the U.S. (includes U.S. resident aliens) and that the taxpayer identification number(s) is/(are) correct. I/(We) understand that federal law requires all financial institutions to obtain identity information in order to verify my/(our) identity(ies) and I/(We) authorize its use for this purpose. This information includes, but is not limited to, the name(s), residential address(es), date(s) of birth, Social Security or taxpayer identification number(s), and any other information necessary to sufficiently verify identity(ies). I/(We) understand that failure to provide this information could result in the application being rejected. Third party sources may be used to verify the information provided.

Signed at [Any Town USA] Date: [01/01/2010]

Signature(s) of Owner(s): [Jane Doe]
 (Or Applicant(s) if other than Owner(s))

Signature(s) of Annuitant(s): [_____]
 (If not Owner(s))

Signature of Electing Taxpayer: [_____]

Signature and Title of Officer Signing for firm, corporation, or bank: [_____]

SERFF Tracking Number: MCHX-126506764 State: Arkansas
 Filing Company: OM Financial Life Insurance Company State Tracking Number: 44903
 Company Tracking Number: OM SPIA (01-10)
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: OM SPIA (01-10) Indiv Single Premium Immed Annuity
 Project Name/Number: OM SPIA (01-10) Indiv Single Premium Immed Annuity- OM Financial Life Ins Co/OM SPIA (01-10) Indiv Single Premium Immed Annuity- OM Financial Life Ins Co

Supporting Document Schedules

Item Status: **Status**
Date:
Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR Readability Certification.PDF
 AR Reg 19 Certification.PDF
 AR Reg 49 Certification.PDF

Item Status: **Status**
Date:
Satisfied - Item: Application

Comments:

Please see form schedule.

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

Item Status: **Status**

SERFF Tracking Number: MCHX-126506764 State: Arkansas
Filing Company: OM Financial Life Insurance Company State Tracking Number: 44903
Company Tracking Number: OM SPIA (01-10)
TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable
Product Name: OM SPIA (01-10) Indiv Single Premium Immed Annuity
Project Name/Number: OM SPIA (01-10) Indiv Single Premium Immed Annuity- OM Financial Life Ins Co/OM SPIA (01-10) Indiv Single Premium Immed Annuity- OM Financial Life Ins Co

Date:

Satisfied - Item: Form Listing

Comments:

Attachment:

Form Listing.PDF

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability - OM SPIA (01-10)

Comments:

Attachment:

Statement of Variability - OM SPIA (01-10).PDF

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability - OMAD 6249 (01-2010)

Comments:

Attachment:

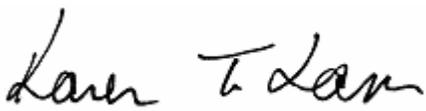
Statement of Variability - OMAD 6249 (01-2010).PDF

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 SPIA (01-10)	50.7
OM ABR-SPIA (01-10)	45.5
OM WAE (01-10)	47.2
OMAD 6249 (01-2010)	45.3

Signed: 
Name: Karen T. Lam
Title: AVP, Compliance Oversight
Date: 2/18/10

Certificate of Compliance with
Arkansas Rule and Regulation 19

Insurer: OM Financial Life Insurance Company

Form Number(s): OM SPIA (01-10) et al.

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.



Signature of Company Officer

Karen T. Lam
Name

AVP, Compliance Oversight
Title

2/18/10
Date

STATE OF ARKANSAS
EXTERNAL-INDEX CERTIFICATION

Company Name: OM Financial Life Insurance Company

Form Number(s): OM SPIA (01-10) et al.

I hereby certify to the following:

1. The Company's policy issuance procedures for policies subject to Arkansas law are in the compliance with AR. Code 23-79-138;
2. The Company provides the Arkansas Life and Health guaranty notice to each policy owner as required by Regulation 49;
3. The Company has reviewed and evaluated the contract summary disclosures and believes the disclosures are not deceptive confusing or misleading and contain the items listed in Arkansas' External-Indexed Contract Guidelines;
4. The above referenced contracts will not be solicited by any person who is not trained and qualified;
5. The Company will address the referenced external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how reserves are developed; and
6. The Company will establish and maintain a detailed file defining the system for hedging for the above referenced contracts.



Karen T. Lam
AVP, Compliance Oversight

2/18/10
Date

.....
McHugh Consulting Resources, Inc.

February 18, 2010

via **SERFF**

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

RE: Single Premium Immediate Annuity

Forms: OM SPIA (01-10)	Single Premium Immediate Annuity
OM ABR-SPIA (01-10)	Accelerated Benefit Rider
OM WAE (01-10)	Waiver of Assignment Endorsement
OMAD 6249 (01-2010)	Single Premium Immediate Annuity Application

NAIC: 63274

FIN: 52-6033321

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.

Enclosed for filing are the above captioned forms. They are new and do not replace any form currently on file with your Department. The forms will be issued to the OM Financial Life.

Single Premium Immediate Annuity OM SPIA (01-10) will be used exclusively in the immediate annuity market. This Contract is issued in consideration of the application and payment of the single premium. The Contract can be used for non-qualified issues and tax-qualified IRA or tax-sheltered annuity issues (with use of an approved IRA or TSA rider), pension and profit sharing plan issues.

Accelerated Benefit Rider OM ABR-SPIA (01-10) provides that if the annuitant becomes ill or has a terminal illness as defined in the rider, the income stream of payments may be accelerated by receiving a lump sum. There is no premium charge for this rider.

Waiver of Assignment Endorsement OM WAE (01-10) provides that the contract to which this endorsement is attached is non-transferable, non-assignable, non-commutable, non-surrenderable, totally and permanently irrevocable, and has no cash value. There is no premium charge for this rider.

Single Premium Immediate Annuity Application OMAD 6249 (01-2010) is intended to be used with this product and any other approved single premium immediate annuity we may offer in the future. The application will also be available electronically so that it may be printed from a computer by an agent for completion and signature.

Producers licensed to do business in your state including through financial institutions will market this annuity.

The enclosed actuarial memorandum demonstrates that the product is actuarially sound and that the benefits are reasonable to the premiums charged.

The above referenced Contract, rider endorsement and application referenced in this filing may be used with any previously approved or future approved individual annuity.

Bracketed material is intended to be variable. Attached is a statement of variability.

The form is written in clear and simplified language and has passed the Flesch Reading Ease test.

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 have any comments or questions, please feel free to call me at the number listed below.

Sincerely,

A handwritten signature in black ink that reads "Betty Dabrowski". The signature is written in a cursive style with a large, looped initial "B".

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

Attachments



OLD MUTUAL
1001 Fleet Street
Baltimore, Maryland 21202
PH 410.895.0100
1.888.697.LIFE
FX 410.895.0162
www.omfn.com

January 1, 2010

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., 2005 South Easton Road, Suite 207, 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
Assistant Vice President, Compliance Oversight

OM Financial Life Insurance Company

Form Number	Description
OM SPIA (01-10)	Individual Single Premium Immediate Annuity
OM ABR-SPIA (01-10)	Accelerated Benefit Rider for Single Premium Immediate Annuities
OM WAE (01-10)	Waiver of Assignment Endorsement Single Premium Immediate Annuities
OMAD 6249 (01-2010)	Single Premium Immediate Annuity Application

STATEMENT OF VARIABILITY
OM SPIA (01-10) Single Premium Immediate Annuity

The following comments describe the nature and scope of the variable materials contained on the cover pages and Information page. Each heading corresponds to the heading found on the Information page; where applicable, alternate text is provided. The actual Information page the Owner receives will reflect only the information based on the Owners elections at time of application. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

<u>Item</u>	<u>Range</u>
Home Office Address	To allow for flexibility in changing this information should office locations change.
Officer Signatures	To allow for flexibility should the corporation officers change
Contract Number, Contract Number, Owner, Date of Issue, Joint Owner, Date of First Payment, Annuitant(s), Birth Date(s), Joint Annuitant(s), Single Premium Paid, Beneficiary.	John Doe information; varies on new issues.
Riders and Endorsements	Riders appear on the Information Page only if the benefit(s) is/are elected by the Owner
Annuity Options/Annuity Description	<p>Varies on new issues based on the Owners elections at time of application</p> <p>Annuity Option: 1 Income For a Guaranteed Period. Payments are guaranteed for the number of years and months chosen in the application. If the Annuitant dies before the end of the fixed period, a Death Benefit, consisting of the remaining guaranteed annuity payments, as scheduled, will be paid</p> <p>Annuity Option: 2 Life Income With A Guaranteed Period of 10 Years. Payments are guaranteed for 10 years. If the Annuitant is alive at the end of the guaranteed period, payments will continue for as long as the Annuitant is alive. If the Annuitant dies before the end of the guaranteed period, a Death Benefit consisting of the remaining guaranteed annuity payments, as scheduled, will be paid.</p> <p>Annuity Option: 3 Life Income. Payments will be made for as long as the Annuitant is alive. No payments will be made after the Annuitant's death. No Death Benefit will be paid.</p> <p>Annuity Option: 4 Joint and Contingent Life Income. Payments will be made for as long as either the Annuitant or Contingent Annuitant is alive. The payments will:</p> <ul style="list-style-type: none"> • Be paid in the joint life income amount while both the Annuitant and Contingent Annuitant are alive. • Continue to be paid in that amount during the Annuitant's lifetime at the Contingent Annuitant's death. • Continue to be paid at the reduced rate requested in the application after the death of the Annuitant and for as long as the Contingent Annuitant survives. • Cease at the death of both the Annuitant and Contingent Annuitant. <p>No Death Benefit will be paid.</p> <p>Annuity Option: 5 Joint and Survivor Life Income With a Guaranteed Period. Payments are guaranteed for the number of years chosen in the application. If either the Annuitant or Joint Annuitant is alive at the end of the guaranteed period, payments will continue for as long as either is alive. The payments will:</p> <ul style="list-style-type: none"> • Be paid in the joint life income amount while both the Annuitant and Joint Annuitant are alive. • Continue to be paid at the rate requested in the application after the death of either Annuitant and for so long as the remaining Annuitant survives. <p>If both the Annuitant and Joint Annuitant die before the end of the guaranteed period, a death benefit, consisting of the remaining guaranteed annuity payments, as scheduled, will be paid.</p> <p>Annuity Option: 6 Joint and Survivor Life Income. Payments will be made for as long as either the Annuitant or Joint Annuitant is alive. The payments will:</p> <ul style="list-style-type: none"> • Be paid in the joint life income amount while both the Annuitant and Joint Annuitant are alive.

	<ul style="list-style-type: none"> • Continue to be paid at the rate requested in the application after the death of either Annuitant and for so long as the remaining Annuitant survives. • Cease at the death of both the Annuitant and Joint Annuitant. <p>No Death Benefit will be paid.</p> <p>Annuity Option: 7 Income for A Guaranteed Period not to Exceed Life Expectancy Payments will be made monthly guaranteed for a fixed period based on your life expectancy. If the Annuitant dies before the end of the guaranteed period, a Death Benefit consisting of the remaining guaranteed annuity payments, as scheduled, will be paid.</p> <p>Annuity Option: 8 Period Certain with Lump Sum Payments are guaranteed for the number of years and or months chosen in the application followed by a lump sum payment. If the Annuitant dies before the end of the period, the Death Benefit consisting of the remaining annuity payments and lump sum, as scheduled.</p>
Annuity Payment and Frequency	John Doe information; varies on new issues.

STATEMENT OF VARIABILITY
OM ABR-SPIA (01-10) Accelerated Benefit Rider
OM WAE (01-10) Waiver of Assignment Endorsement

<u>Item</u>	<u>Range</u>
Officer Signatures	To allow for flexibility should the corporation officers change

STATEMENT OF VARIABILITY
Single Premium Immediate Annuity Application OMAD 6249 (01-2010)

The following comments describe the nature and scope of the variable materials contained on the Application. Each heading corresponds to the heading found on the Application; where applicable, alternate text is provided. The actual Application page the Owner receives will reflect only the information based on the Owners elections at time of application. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

<u>Item</u>	<u>Explanation</u>
HOME OFFICE ADDRESS	To allow for flexibility should the corporation location change.
PRODUCT	John Doe Information varies on new issues. To allow for flexibility should the corporation no longer offer the plan type. Product name listed on the application as elected by the Owner: OM Immediate Income and OM Immediate Safeguard.
OWNER(S), ANNUTITANT(S)	John Doe Information varies on new issues.
BENEFICIARY	John Doe Information varies on new issues. Primary and or Contingent Beneficiaries percentages must up to 100%.
AMOUNT OF SINGLE PREMIUM	John Doe Information varies on new issues.
PURPOSE OF ANNUTIY	To allow for flexibility should the corporation no longer offer the plan type.
REPLACEMENT, ANNUITY PAYMENTS, MAIL ANNUITY PAYMENTS TO, SPECIAL INSTRUCTIONS	John Doe Information, varies on new issues
ANNUITY OPTIONS	To allow for flexibility should the corporation no longer offer the annuity option.
RIDER	To allow for flexibility should the corporation no longer offer the rider type.
SIGNATURES	John Doe Information, varies on new issues