

SERFF Tracking Number: UNTD-126490542 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44799
Company Tracking Number: 651-GAQR-10
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: 401(k) GIC II Rider
Project Name/Number: Lifetime Guaranteed Income Account Rider/651-GAQR-10

Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: 401(k) GIC II Rider

SERFF Tr Num: UNTD-126490542 State: Arkansas

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved-
Closed State Tr Num: 44799

Sub-TOI: A03G.002 Flexible Premium

Co Tr Num: 651-GAQR-10

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Phyllis Gunter, Jake

Disposition Date: 02/16/2010

Curtiss, Lisa Lehan, Amy

Lawrenson, Shannon Taylor, Kyle

Smith, Mick Messbarger

Date Submitted: 02/09/2010

Disposition Status: Approved-
Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: Lifetime Guaranteed Income Account Rider

Project Number: 651-GAQR-10

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 02/16/2010

Deemer Date:

Submitted By: Jake Curtiss

Filing Description:

The February 5, 2010

NAIC ID No. 261-69868

NE ID No. 76860

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 02/16/2010

Created By: Jake Curtiss

Corresponding Filing Tracking Number:

Arkansas Department of Insurance

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Form Number: 651-GAQR-10

Dear Filing Analyst:

United of Omaha Life Insurance Company is in the process of expanding the scope of the following form: Nonparticipating Unallocated Group Variable Annuity Contract, Form 902-GAQC-09, approved by your department on December 21, 2009. United would like to update the base contract to add Article VIII, Lifetime Guaranteed Income Account, and Table C, Guaranteed Benefit Base Factors.

Form 651-GAQR-10 is intended to be issued as a stand-alone rider. This form can be elected at time of contract issuance or a Plan can determine to add this benefit at a later time. The Lifetime Guaranteed Income Account is designed to convert a participant's contributions into a guaranteed amount of retirement income.

Variability is indicated by bracketing and highlighting. Section numbers and references may change as optional sections are deleted. These forms are in final printed form and may be subject to change regarding paper stock, print style (not font size) and corporate logo. These forms are new and do not contain any provisions which we know to be controversial by industry or company standards.

Thank you for considering this amendment for approval. Because United has cases pending, your rapid review and response is greatly appreciated. In order to expedite your review process, should you have any questions please contact me at (800) 679-6019, ext. 4193, by fax at (402) 997-1901 or via e-mail at jake.curtiss@mutualofomaha.com.

Sincerely,

Jake Curtiss
Compliance Consultant
Retirement Plans Division
Mutual of Omaha

Company and Contact

Filing Contact Information

Jake Curtiss, Compliance Consultant jake.curtiss@mutualofomaha.com
Mutual of Omaha Plaza 402-351-4193 [Phone]
Omaha, NE 68175-0001 402-997-1901 [FAX]

Filing Company Information

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United of Omaha Life Insurance Company CoCode: 69868 State of Domicile: Nebraska
 10 - Retirement Plans Division Group Code: 261 Company Type: Life Insurance
 Mutual of Omaha Plaza Group Name: State ID Number:
 Omaha, NE 68175 FEIN Number: 47-0322111
 (402) 351-6926 ext. [Phone]

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$50.00	02/09/2010	34097993

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/16/2010	02/16/2010

SERFF Tracking Number: UNTD-126490542 State: Arkansas
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Disposition

Disposition Date: 02/16/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: UNTD-126490542 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Form	Lifetime Guaranteed Income Account Rider	Yes	Yes

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Form Schedule

Lead Form Number: 651-GAQR-10

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	Form 651-GAQR-10	Policy/Cont ract/Fraternal Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	Form 651-GAQR-10.pdf

LIFETIME GUARANTEED INCOME ACCOUNT RIDER

This Rider, effective **January 1, 2010**, is made a part of Group Variable Annuity Contract **SAVE-XXXXX** and is subject to all provisions of such Contract not in conflict with the provisions of this Rider.

The Contract to which this Rider is attached is hereby amended as follows:

1. ARTICLE VIII is hereby added to the Contract immediately following ARTICLE VII thereto:

ARTICLE VIII

LIFETIME GUARANTEED INCOME ACCOUNT

- 8.01. Definitions.** The following definitions shall apply to this ARTICLE VIII, in addition to the definitions set forth in ARTICLE I. If a conflict exists, the definitions set forth in this Section 8.01 shall control for purposes of this ARTICLE VIII.
- A. **Base Age.** On any date, the age of the Participant on the Participant's immediately preceding birthdate.
 - B. **Guaranteed Benefit Base.** The Participant's total annual guaranteed income amount, calculated pursuant to Section 8.06, subject to the annuity purchase charges set forth in Section 8.07(C), and payable if the Participant makes an Annuity Purchase Withdrawal pursuant to Section 8.07(C). All Participant illustrations, including but not limited to, quarterly statements and web statements, will demonstrate the Guaranteed Benefit Base in the standard annuity form, which is twenty (20) years certain and life.
 - C. **Guaranteed Benefit Base Factor.** The applicable factor from Table C, used in the calculation of the Guaranteed Benefit Base.
 - D. **LGIA Maturity Account.** An account of this Contract in which Contributions and Transfers that are directed to such account are held for a fixed period of time as part of United's general asset account. Each LGIA Maturity Account will record all activity affecting the balance of such LGIA Maturity Account during the LGIA Term.
 - E. **LGIA Annuity Purchase Withdrawal.** A Withdrawal from the Participant's Lifetime Guaranteed Income Account, which is used to purchase an annuity from United pursuant to Section 8.07(C).



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INSURANCE COMPANY**

A MUTUAL of OMAHA COMPANY

- F. **LGIA Interest Rate.** A rate of interest declared periodically by United applicable to the LGIA Maturity Accounts of this Contract for the LGIA Term. All Contributions and Transfers made to the LGIA Maturity Account will be credited with the LGIA Interest Rate in effect for the day such Contributions or Transfers are settled.
- G. **LGIA Maturity Date.** The last day of the LGIA Term.
- H. **LGIA Term.** The first day of the period of time specified in Section 8.04 beginning when Contributions or Transfers are made to the LGIA Maturity Account and ending on the LGIA Maturity Date.
- I. **Participant's Lifetime Guaranteed Income Account.** A Participant account reflecting a Participant's investment in LGIA Maturity Accounts, the balance of which is calculated pursuant to Section 8.05(B).
- J. **Transfer.** A transfer of assets between any of the following: the Holding Account, Maturity Accounts, LGIA Maturity Accounts or Subaccounts maintained under this Contract.

8.02. Choice of Accounts. In addition to the accounts provided pursuant to Section 2.03, Contributions or Transfers may be directed to an LGIA Maturity Account. The Contractholder or Participants will provide United or its designee with proper directions as to the portion of each Contribution or Transfer to be allocated to an LGIA Maturity Account.

8.03. Contribution Limits. United reserves the right to limit the maximum amount of Contributions or Transfers directed to any LGIA Maturity Account of this Contract to no more than fifty thousand dollars (\$50,000.00). Contributions or Transfers exceeding this amount may be invested in a new LGIA Maturity Account with an LGIA Interest Rate declared by United based on then-current rates and with the same LGIA Maturity Date.

8.04. Accounting. Contributions and Transfers directed to the LGIA Maturity Accounts will be held as a part of United's general asset account. United guarantees the Principal of Contributions and Transfers held in the LGIA Maturity Accounts and interest earned on those Contributions and Transfers less any charges due under this Contract.

At least once a month, a new LGIA Interest Rate will be declared for all Contributions and Transfers directed to an LGIA Maturity Account and received within the given declared period for the applicable LGIA Term. Each LGIA Maturity Account will receive Contributions or Transfers only during the given declared period. Each LGIA Maturity Account will have an LGIA Term equal to five (5) consecutive twelve (12) month periods, beginning as of the first day of the declared period in which Contributions or Transfers are received. If requested by the Contractholder and agreed to in writing by United, additional LGIA Maturity Accounts (e.g., for LGIA Terms ranging from two (2) to seven (7) years)

will be established at United's then-current LGIA Interest Rates. The Contractholder may obtain the then-current LGIA Interest Rates by contacting United.

Once an LGIA Maturity Account is established, its LGIA Maturity Date will remain unchanged and will continue in effect until the LGIA Maturity Account is terminated and all funds are transferred or withdrawn from it as provided for in Section 6.01 or Section 8.07. At the LGIA Maturity Date, funds will automatically be reinvested into the LGIA Maturity Account accepting Contributions and Transfers for the current declared period as described above. Funds attributable to reinvestment will not be included in the determination of whether the Contribution limits for funds directed to the LGIA Maturity Account during the applicable period is reached, as stated in Section 8.03.

8.05. Account Balance.

A. LGIA Maturity Account Balance. An LGIA Maturity Account balance as of any date during an LGIA Term will be equal to: (i) Contributions and Transfers credited to the LGIA Maturity Account, (ii) plus interest credited, (iii) less any Transfers, Withdrawals or fees deducted from the LGIA Maturity Account. Interest will compound daily and will be credited to the LGIA Maturity Account on a daily basis. Interest will be credited on the Contributions and Transfers to the LGIA Maturity Account from the date Unit purchases are settled to the LGIA Maturity Date, or if earlier, the date of Withdrawal or Transfer. Interest will not be earned or credited on February 29th.

B. Participant's Lifetime Guaranteed Income Account Balance. A Participant's Lifetime Guaranteed Income Account balance as of any date will be equal to: (i) the Participant's Units purchased based on Contributions and Transfers credited to the LGIA Maturity Accounts, (ii) less Units redeemed based on any Transfers, Withdrawals or fees deducted from the LGIA Maturity Accounts. Interest will compound daily and will be included in the Unit value calculated each Business Day. Interest will be credited on the Contributions and Transfers to the Participant's Lifetime Guaranteed Income Account from the date Unit purchases in the LGIA Maturity Accounts are settled to the LGIA Maturity Date, or if earlier, the date of Withdrawal or Transfer. Interest will not be earned or credited on February 29th.

8.06. Guaranteed Benefit Base. Each Contribution or Transfer to an LGIA Maturity Account by the Contractholder on behalf of a Participant adds an additional amount of guaranteed annual income to the Participant's Guaranteed Benefit Base. If the amount contributed or transferred remains in the Participant's Lifetime Guaranteed Income Account, it can be used to purchase guaranteed annual income based on the Participant's Guaranteed Benefit Base through an LGIA Annuity Purchase Withdrawal, subject to the provisions of this Article.

- A. **Calculation.** United will calculate the amount of guaranteed income by multiplying the allocated amount of the Contribution or Transfer by the Guaranteed Benefit Base Factor. The Base Age of the Participant on the date of the Contribution or Transfer will determine the Guaranteed Benefit Base Factor. The Participant's Guaranteed Benefit Base is the sum of all annual guaranteed income amounts with respect to such Participant, adjusted for Transfers and Withdrawals.
- B. **Base Age Adjustment.** A Participant's Guaranteed Benefit Base will be recalculated each year as of the Participant's birth date based on the balance in the Participant's Lifetime Guaranteed Income Account and the Participant's new Base Age. The balance in the Participant's Lifetime Guaranteed Income Account on the Participant's birth date will be multiplied by the Guaranteed Benefit Base Factor based on the Participant's new Base Age. If the amount of the Participant's recalculated Guaranteed Benefit Base based on the Participant's new Base Age is greater, the Participant's Guaranteed Benefit Base will be increased to the greater amount.

8.07. Withdrawal, Transfer and Payment Options.

- A. **Withdrawals.** The Contractholder may make Withdrawals from the Participant's Lifetime Guaranteed Income Account on behalf of a Participant in accordance with the provisions of the Plan and subject to the provisions of this Article. The Guaranteed Benefit Base shall be reduced in the same proportion as the Participant's Lifetime Guaranteed Income Account balance is reduced based upon the Withdrawal as of the date the Withdrawal.
- B. **Transfers.** A Participant may make a Transfer of assets, in accordance with the provisions of the Plan and subject to the provisions of this Contract. The Guaranteed Benefit Base shall be reduced in the same proportion as the Participant's Lifetime Guaranteed Income Account balance is reduced based upon the Transfer as of the date the Transfer.
- C. **LGIA Annuity Purchase Withdrawal.** At any date after a Participant reaches age sixty-five (65), the Contractholder or such Participant (if authorized by the Contractholder) may make an LGIA Annuity Purchase Withdrawal to purchase an individual retirement annuity from United, based on such Participant's Guaranteed Benefit Base, by providing United with a written notice which specifies:
 - 1. the name, mailing address, social security number, date of birth and sex of such Participant for whom the annuity is to be purchased;
 - 2. the annuity form;
 - 3. the date on which annuity payments are to begin;

4. the portion of the account balance contributed on an after-tax basis by the Participant; and
5. such other information as United deems necessary.

United is entitled to rely on the accuracy of the information provided by either the Contractholder or the Participant and has no duty to look beyond or question such information.

The amount of the LGIA Annuity Purchase Withdrawal will be determined by the Contractholder or the Participant (if authorized by the Contractholder). LGIA Annuity Purchase Withdrawals are not subject to a Liquidation Charge. If the amount of an LGIA Annuity Purchase Withdrawal is less than five thousand dollars (\$5,000.00), United reserves the right to pay the LGIA Annuity Purchase Withdrawal in a single sum.

The standard annuity form available for an LGIA Annuity Purchase Withdrawal is twenty (20) years certain and life. All Participant illustrations, including but not limited to, quarterly statements and web statements, will demonstrate the Guaranteed Benefit Base in the standard annuity form. A Participant may elect an alternate annuity form which will be the actuarial equivalent of the standard annuity form; the other annuity forms available to a Participant will include life only, and 50% and 75% joint and survivor annuity forms.

The cost of an annuity will be equal to the premium amount based upon the Participant's Lifetime Guaranteed Income Account balance, the annuity set-up charge, and a charge equal to any state premium tax, if applicable, paid by United as a result of such annuity purchase. The annuity set-up charge is a one-time fee equal to **four hundred fifty dollars (\$450)**, and will be included in the cost of the annuity unless paid separately by the Contractholder.

Annuity payments will be made by United as provided in the individual retirement annuity issued by United to the Participant. The individual retirement annuity will describe the amount and terms of the annuity payments purchased.

United guarantees the annuity payments to each Participant for whom an individual retirement annuity is purchased from United.

- D. Death of Participant.** In the event of a Participant's death, and subject to the provisions of the Plan and applicable law, the Participant's Beneficiary may elect to purchase an annuity using the balance of the Participant's Lifetime Guaranteed Income Account in accordance with Section 8.07(C), provided however, such annuity shall be based on the Beneficiary's age as of the date of the Participant's death and shall be based on United's then-current annuity purchase rates.

- E. **Participant Divorce.** In the event a Participant is divorced and a qualified domestic relations order is issued by the governing court of law, if the alternate payee is awarded all or a portion of the Participant's Lifetime Guaranteed Income Account, then a Guaranteed Benefit Base shall be calculated for the alternate payee by multiplying the allocated amount of the Participant's Lifetime Guaranteed Income Account by the Guaranteed Benefit Base Factor based on the alternate payee's Base Age on the effective date of the qualified domestic relations order. The alternate payee shall have the right to make an LGIA Annuity Purchase Withdrawal in accordance with the provisions of Section 8.07(C); provided that, wherever the term "Participant" is used therein, the term "alternate payee" shall be substituted therefore.
- F. **Order of Withdrawals.** Any Withdrawals from the LGIA Maturity Accounts of this Contract will be withdrawn on a pro rata basis from each of the LGIA Maturity Accounts of this Contract. The amount to be withdrawn from each LGIA Maturity Account will be determined by taking a fraction, the numerator of which is equal to the applicable LGIA Maturity Account balance, and the denominator of which is equal to the total of all LGIA Maturity Account balances of the Contract, multiplied by the amount of the Withdrawal.

8.08. Liquidation Charge. A Liquidation Charge will be assessed on Employer Directed Withdrawals as provided in Section 4.05 made from the LGIA Maturity Accounts of this Contract.

If a Liquidation Charge is due, the amount of the Liquidation Charge will be determined based on the LGIA Interest Rate in effect for new Contributions as compared to the five (5) year LGIA Term for the month in which the Employer Directed Withdrawal is made. The Liquidation Charge will be determined as follows:

- A. If the LGIA Interest Rate (of the new LGIA Maturity Account for the current period) plus one and one-quarter percent (1.25%) is equal to or less than the LGIA Interest Rate of the LGIA Maturity Account from which the Employer Directed Withdrawal is to be made, the Liquidation Charge will be zero (\$0.00).
- B. If the LGIA Interest Rate (of the new LGIA Maturity Account for the current period) plus one and one-quarter percent (1.25%) is greater than the LGIA Interest Rate of the LGIA Maturity Account from which the Employer Directed Withdrawal is to be made, the Liquidation Charge will be equal to:
1. the LGIA Interest Rate (of the new LGIA Maturity Account for the current period) plus one and one-quarter percent (1.25%) less the LGIA Interest Rate of the LGIA Maturity Account from which the Employer Directed Withdrawal is to be made; multiplied by

2. the remaining LGIA Term of the LGIA Maturity Account from which the Employer Directed Withdrawal is to be made (determined by the number of days remaining in the LGIA Term divided by 365); multiplied by
3. the amount of the Withdrawal.

Any Liquidation Charge will be deducted from the applicable LGIA Maturity Accounts at the time of the Employer Directed Withdrawal. United reserves the right to delay payment of an Employer Directed Withdrawal for up to **one hundred and eighty (180) days** from the date of a request.

Participant Directed Transfers will not be subject to a Liquidation Charge.

No Liquidation Charge will be applied if the Contractholder terminates the Contract as a result of a Contract amendment made pursuant to Section 3.07.

8.09. General Provisions.

- A. United reserves the right to change the Guaranteed Benefit Base Factors set forth in Table C effective as of January 1 of each calendar year, provided however, United shall provide written notice of such changes to the Contractholder at least **thirty (30)** days prior to the effective date of such changes. Any change in the Guaranteed Benefit Base Factors shall apply to Contributions and Transfers received after the effective date of the change. Any change will not affect the amount of the Guaranteed Benefit Base based on the Contributions or Transfers made to the Participant's Lifetime Guaranteed Income Account prior to the effective date of the change.
- B. The definition of "Competing Fund" in Section 1.05 shall be expanded to state that the Maturity Accounts and the LGIA Maturity Accounts shall be considered Competing Funds as to each other.
- C. The definition of "Contract Fund" in Section 1.07 shall include the LGIA Maturity Accounts.
- D. The definition of "Default Fund" in Section 1.11 shall include the LGIA Maturity Account, if selected as such by the Contractholder.
- E. The definition of "Employer Directed Withdrawal" in Section 1.13 shall be expanded to include any Withdrawal from an LGIA Maturity Account prior to the end of an LGIA Term which does not qualify as an LGIA Annuity Purchase Withdrawal or a Plan Benefit Withdrawal or a Participant Directed Transfer.
- F. The definition of "Liquidation Charge" in Section 1.16 shall be expanded to include a charge assessed if an Employer Directed Withdrawal is made from an LGIA Maturity Account prior to the LGIA Maturity Date of the LGIA Maturity Account.

- G. The definition of “Plan Benefit Withdrawal” in Section 1.24 shall include a Withdrawal from the LGIA Maturity Accounts to pay a benefit as stated in Section 4.03.
- H. The definition of “Unit” in Section 1.31 shall be expanded to include an accounting measure used to quantify the amount of ownership in a Participant’s Lifetime Guaranteed Income Account.
- I. For purposes of Section 2.09, a Participant Directed Transfer shall include Transfers to and from an LGIA Maturity Account within a Participant’s Lifetime Guaranteed Income Account.
- J. The following paragraph shall be added to Section 2.09:
- A Participant Directed Transfer cannot be made from an LGIA Maturity Account of this Contract directly to a Competing Fund. If the Participant Directed Transfer is to be made to a Competing Fund, then the transferred amount must be held by the Plan trustee for a period of at least ninety (90) days in an investment option of the Plan other than a Competing Fund.
- K. For purposes of Section 2.10, the LGIA Maturity Accounts shall be included in the investment options available to the registered investment advisors who may be appointed by the Contractholder as an investment manager for the Plan to manage Participant accounts. The investment advisors may direct Transfers of Participant accounts among Maturity Accounts, LGIA Maturity Accounts and Subaccounts, but may not direct any Withdrawals from the Contract Fund; provided however, if the investment advisor directs Transfers of Participant accounts among Maturity Accounts and LGIA Maturity Accounts, then the transferred amount must be held by the investment manager for a period of at least ninety (90) days in an investment option of the Plan other than a Competing Fund.
- L. For purposes of Section 4.04, the LGIA Interest Rate of the LGIA Maturity Accounts of the clone contract will be as agreed to in writing between United and the Contractholder prior to the date on which the Withdrawal is made. Clone contract Withdrawals from the LGIA Maturity Accounts of this Contract prior to their LGIA Maturity Date will not be subject to a Liquidation Charge.
- M. For purposes of Section 4.05, a Withdrawal made from an LGIA Maturity Account prior to the end of an LGIA Term which does not qualify as an LGIA Annuity Purchase Withdrawal, a Participant Directed Transfer or a Plan Benefit Withdrawal shall be deemed to be an Employer Directed Withdrawal and be subject to the Liquidation Charge in Section 5.03. Withdrawals or Participant Directed Transfers from the LGIA Maturity Accounts resulting from any communication by or on behalf of the Employer or a Plan fiduciary that could be reasonably expected to induce or influence Participants to make

such Withdrawals or Transfers, as determined by United, will be deemed to be Employer Directed Withdrawals. United reserves the right to delay payment of an Employer Directed Withdrawal from the LGIA Maturity Accounts of this Contract for up to one hundred and eighty (180) days from the date of the request.

- N. [For purposes of Section 5.01, “transferred assets” shall mean monies paid to United by the Contractholder or another investment provider as a single sum on a nonrecurring basis and directed to the Holding Account, Maturity Accounts, LGIA Maturity Accounts or Subaccounts under the Contract during the first Contract Year.]
- O. If the Contract is terminated by the Contractholder pursuant to Section 6.01, (1) United will pay to the Contractholder (or entity designated by the Contractholder in writing) the balance of the LGIA Maturity Accounts no later than one hundred eighty (180) days after written notice to terminate the Contract is received by United, (2) each Participant’s Guaranteed Benefit Base will be zero (\$0), and (3) each Participant’s right to make an LGIA Annuity Purchase Withdrawal pursuant to Section 8.07(C) will terminate as of the date written notice to terminate the Contract is received by United.
- P. If the Contract is terminated by United pursuant to Section 6.02, United will pay the balances in the LGIA Maturity Accounts no later than one hundred eighty (180) days after written notice to terminate this Contract is given by United without assessing any Liquidation Charges or surrender fees, unless otherwise agreed upon by the Contractholder and United. When the Contract Fund has a zero balance, the Contract will terminate in full satisfaction of United’s liability, and no Participant will have a Guaranteed Benefit Base.
- Q. In addition to the amendment provisions set forth at Section 7.01, United reserves the unilateral right to amend at any time the frequency of declaring the LGIA Interest Rate as provided in Section 8.04. Any such amendment will become effective thirty (30) days after United gives written notice of the amendment to the Contractholder. Amendments made pursuant to this Section 8.09(Q) will not become effective if the Contractholder provides United with its notice to terminate within the applicable notice period prior to the effective date of the Contract amendment. This Contract may be amended at any time as to any of its provisions by the mutual written agreement of United and the Contractholder without having to obtain the consent of any Participant or Beneficiary and any such amendment shall be binding and conclusive on each Participant or Beneficiary.

2. **TABLE C** is hereby added to the Contract immediately following **TABLE B** thereto:

TABLE C

GUARANTEED BENEFIT BASE FACTORS

Base Age	Annual Factor	Base Age	Annual Factor
18	0.00001-1.00000	45	0.00001-1.00000
19	0.00001-1.00000	46	0.00001-1.00000
20	0.00001-1.00000	47	0.00001-1.00000
21	0.00001-1.00000	48	0.00001-1.00000
22	0.00001-1.00000	49	0.00001-1.00000
23	0.00001-1.00000	50	0.00001-1.00000
24	0.00001-1.00000	51	0.00001-1.00000
25	0.00001-1.00000	52	0.00001-1.00000
26	0.00001-1.00000	53	0.00001-1.00000
27	0.00001-1.00000	54	0.00001-1.00000
28	0.00001-1.00000	55	0.00001-1.00000
29	0.00001-1.00000	56	0.00001-1.00000
30	0.00001-1.00000	57	0.00001-1.00000
31	0.00001-1.00000	58	0.00001-1.00000
32	0.00001-1.00000	59	0.00001-1.00000
33	0.00001-1.00000	60	0.00001-1.00000
34	0.00001-1.00000	61	0.00001-1.00000
35	0.00001-1.00000	62	0.00001-1.00000
36	0.00001-1.00000	63	0.00001-1.00000
37	0.00001-1.00000	64	0.00001-1.00000
38	0.00001-1.00000	65	0.00001-1.00000
39	0.00001-1.00000	66	0.00001-1.00000
40	0.00001-1.00000	67	0.00001-1.00000
41	0.00001-1.00000	68	0.00001-1.00000
42	0.00001-1.00000	69	0.00001-1.00000
43	0.00001-1.00000	70 and older	0.00001-1.00000
44	0.00001-1.00000		

UNITED OF OMAHA LIFE INSURANCE COMPANY


 Corporate Secretary

February 5, 2010

Date

* Call [1-800-679-6019] to present inquiries, obtain information about coverage and resolve complaints.

SERFF Tracking Number: UNTD-126490542 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 44799
Company Tracking Number: 651-GAQR-10
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: 401(k) GIC II Rider
Project Name/Number: Lifetime Guaranteed Income Account Rider/651-GAQR-10

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Not applicalbe to this filing.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not applicable to this filing.		
Comments:		