

SERFF Tracking Number: MUTM-126633920 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 45706
Company Tracking Number: WANDA HILL
TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.001 Fixed Premium
Product Name: Individual Retirement Annuity Endorsement - D065LNA10E
Project Name/Number: Individual Retirement Annuity Endorsement /D065LNA10E

Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: Individual Retirement Annuity Endorsement - D065LNA10E SERFF Tr Num: MUTM-126633920 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 45706

Sub-TOI: A02I.001 Fixed Premium

Co Tr Num: WANDA HILL

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Veronica Booth, Wanda Hill, Shelly Kaipust, Kim Meyerring

Disposition Date: 05/19/2010

Date Submitted: 05/18/2010

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: Individual Retirement Annuity Endorsement

Project Number: D065LNA10E

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/19/2010

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 05/19/2010

Created By: Veronica Booth

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Veronica Booth

Filing Description:

RE: United of Omaha Life Insurance Company

NAIC 261-69868 FEIN 47-0322111

Individual Fixed Deferred Annuity

Form D065LNA10E Individual Retirement Annuity Endorsement

On behalf of United of Omaha Life Insurance Company, I am submitting the captioned form in final printed format for

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review and approval. It contains no unusual or controversial items according to normal company and industry standards.

Endorsement form D065LNA10E replaces form 2615L-1202, approved by your Department on March 12, 2003. This form contains information required by Federal Statutes to qualify annuity products as individual retirement annuities. We request approval of this endorsement for general use with any of the approved fixed annuities which we offer in these tax-qualified markets, and any such annuities we may file in the future.

Where applicable, the language in this endorsement is the sample language contained in the IRS Listing of Required Modifications (LRM) 3-2002. As a form drafted to conform with federal law, this endorsement is exempt from Flesch readability requirements.

Enclosed are the required filing materials. Please feel free to contact me if you should have any questions and/or concerns. Thank you for your time and consideration of this submission.

Sincerely,

Wanda Hill
Senior Product and Advertising Compliance Analyst
Regulatory Affairs
Phone: 402-351-3440 (Collect)
Fax: 402-351-5298
E-mail: wanda.hill@mutualofomaha.com

Company and Contact

Filing Contact Information

Wanda Hill, Senior Policy Drafting and Regulatory Specialist
wanda.hill@mutualofomaha.com
Regulatory Affairs 402-351-3440 [Phone]
Mutual of Omaha Plaza 402-351-5298 [FAX]
Omaha, NE 68175

Filing Company Information

United of Omaha Life Insurance Company CoCode: 69868 State of Domicile: Nebraska
Mutual of Omaha Plaza Group Code: 261 Company Type: Life Insurance
Omaha, NE 68175 Group Name: State ID Number:

SERFF Tracking Number: MUTM-126633920 State: Arkansas
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TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.001 Fixed Premium
Variable
Product Name: Individual Retirement Annuity Endorsement - D065LNA10E
Project Name/Number: Individual Retirement Annuity Endorsement /D065LNA10E
(402) 351-6420 ext. [Phone] FEIN Number: 47-0322111

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	05/18/2010	36626385

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/19/2010	05/19/2010

SERFF Tracking Number: MUTM-126633920 *State:* Arkansas
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Disposition

Disposition Date: 05/19/2010

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	Yes
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	AR Fee Schedule Cert	Yes	Yes
Form	Individual Retirement Annuity Endorsement	Yes	Yes

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Form Schedule

Lead Form Number: D065LNA10E

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	D065LNA10E	Policy/Contract	Individual Retirement Annuity Endorsement	Initial		0.000	D065LNA10E_IRA Endorsement.pdf
		al	Certificate:				
		Amendmen	t, Insert				
		Page,	Endorseme				
		nt or Rider					

United of Omaha Life Insurance Company

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This endorsement amends and is part of the IRA contract ("Contract") to which it is attached, and the following provisions apply in lieu of any provisions in the Contract to the contrary.

This endorsement is attached to and made a part of the Contract to qualify it as an Individual Retirement Annuity under the Internal Revenue Code of 1986, as amended (the "Code"). All references to Code sections are to those sections as they may be amended and/or renumbered from time to time. This endorsement replaces any Individual Retirement Annuity endorsement or rider previously issued. You may contact United of Omaha at 1-800-488-7566 to present inquiries or obtain information about this endorsement and for assistance in resolving complaints.

AMENDMENTS

A. Ownership

The Contract is established for the exclusive benefit of the owner and his or her beneficiaries. The owner of the Contract may exercise all rights under the Contract during his or her lifetime. The owner's rights to benefits under the Contract are nonforfeitable.

B. Assignments

The Contract may not be sold, assigned, discounted or pledged as collateral for a loan or as a security for the performance of an obligation. The Contract may not be transferred by the owner. To the extent permitted by law, benefits payable under this Contract will be exempt from the claims of creditors.

C. Contributions (also called purchase payments, premiums or deposits in the Contract)

1. Except in the case of a rollover contribution (as permitted by Internal Revenue Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in section 408(k), or as otherwise provided in this section, no contributions will be accepted unless they are in cash and are not in excess of \$5,000 for any taxable year beginning in 2008 and years thereafter. This limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(C). Such adjustments will be in multiples of \$500.
2. In the case of an owner who is age 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
3. In addition to the amounts described in paragraphs (1) and (2) above, an individual may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the two-year period beginning on the later of the day after the end of the active duty period or by August 17, 2008.
4. In addition, amounts may be transferred or contributed to this IRA pursuant to a specific designation in the Code, including future amendments thereto, that such contributions or transfers may be received by IRAs intending to qualify under section 408(b) thereof.
5. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to section 408(p). Also, no transfer or rollover funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE plan, prior to the expiration of the two-year period beginning on the date the owner first participated in the employer's SIMPLE IRA plan.

D. Required Distribution

1. Notwithstanding any provision of this IRA to the contrary, the distribution of the owner's interest in the IRA shall be made in accordance with the requirements of Code section 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA, as determined under paragraph 3 of the **Distribution Upon Owner's Death** provision, must satisfy the requirements of Code section 408(a)(6) and the regulations thereunder, rather than paragraphs 2, 3 and 4 below and the **Distribution Upon Owner's Death** provision.

2. The entire interest of the individual for whose benefit the Contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such individual attains age 70½ (the “required beginning date”) over:
 - (a) the life of such individual or the lives of such individual and his or her designated beneficiary; or
 - (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary.

Payments must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6.

3. The distribution periods described in paragraph 2 above cannot exceed the periods specified in section 1.401(a)(9)-6 of the Income Tax Regulations.
4. The first required payment can be made as late as April 1 of the year following the year the owner attains age 70½ and must be the payment required for one payment interval. The second payment need not be made until the end of the next payment interval.

E. Distribution Upon Owner’s Death

1. **Death On or After Required Distributions Commence.** If the owner dies after required distributions commence, the remaining portion of his or her interest, if any, will continue to be distributed under the Contract option chosen.
2. **Death Before Required Distributions Commence.** If the owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
 - (a) If the designated beneficiary is someone other than the owner’s surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the owner’s death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the owner’s death or, if elected, in accordance with paragraph (c) below.
 - (b) If the owner’s sole designated beneficiary is the owner’s surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the owner’s death (or by the end of the calendar year in which the owner would have attained age 70½, if later), over such spouse’s life or, if elected, in accordance with paragraph (c) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse’s death, over the spouse’s designated beneficiary’s remaining life expectancy determined using such beneficiary’s age as of his or her birthday in the year following the death of the spouse or, if elected, in accordance with paragraph (c) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
 - (c) If there is no designated beneficiary, or if applicable by operation of paragraph (a) or (b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the owner’s death (or of the spouse’s death in the case of the surviving spouse’s death before distributions are required to begin under paragraph (b) above).
 - (d) Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse’s remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary’s age in the year specified in paragraph (a) or (b) and reduced by 1 for each subsequent year.
3. The “interest” in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
4. For purposes of paragraphs 1 and 2 above, required distributions are considered to commence on the owner’s required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 2(b) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under a Contract meeting the requirements of section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

5. If the sole designated beneficiary is the owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

F. Alternative Method of Distribution

An owner may satisfy the minimum distribution requirements under sections 408(a)(6) and 408(b)(3) of the Code by receiving a distribution from one IRA equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, the owner of two or more IRAs may use the alternative method described in Notice 88-38, 1988-1 C.B. 524. This method satisfies the minimum distribution requirements described above.

Nothing in this section F or sections D and E shall require an owner to take a distribution not required pursuant to Code section 401(a)(9)(H).

G. Notice to Company

The owner shall notify us of the reason for any partial or total withdrawal. The owner or beneficiary is solely responsible for determining that contributions and distributions under this Contract satisfy applicable tax requirements.

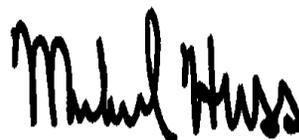
H. Annual Report

We will furnish annual calendar reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

I. Amendment Right

We may amend this endorsement as necessary to qualify the Contract as an Individual Retirement Annuity under the Internal Revenue Code of 1986, as amended, and applicable rules and regulations. Any such amendment may be made effective as of the issue date of the Contract and does not require the owner's or beneficiary's consent. We may make other amendments to this endorsement with the consent of the individual whose signature appears on the application or his or her beneficiary or beneficiaries. Such individual or beneficiary(ies) is deemed to have consented to any other amendment unless we are notified within 30 days of our mailing of such amendment that the individual does not consent.

United of Omaha Life Insurance Company



Corporate Secretary

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: AR Read Cert.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: N/A Comments:		

	Item Status:	Status Date:
Satisfied - Item: AR Fee Schedule Cert Comments: Attachment: AR Fee Schedule Cert .pdf		

CERTIFICATION

This is to certify that the attached form(s) has/have achieved the following Flesch Reading Ease Score(s) and complies/comply with the requirements of Ark. Stat. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form</u>	<u>Description</u>	<u>Score</u>
D065LNA10E	Individual Retirement Annuity Endorsement	*NA

*See Cover Letter

Insurance Company _____

Date: _____



Daniel J. Kennelly
Vice President & Chief Compliance Officer

ARKANSAS
INSURANCE
DEPARTMENT

400 University Tower Building
1123 South University Ave.
Little Rock, Arkansas 72204

Lee Douglass
Insurance Commissioner

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: United of Omaha Life Insurance Company

Company NAIC Code: 261-69868

Company Contact Person & Phone: Wanda Hill

402-351-3440

INSURANCE DEPARTMENT USE ONLY:

ANALYST: _____ AMOUNT: _____ ROUTE SLIP: _____

ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LIFE OF BUSINESS, UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing.

* 1 X \$50 = \$ 50.00

**Retaliatory \$ _____

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.

* _____ X \$50 = _____

**Retaliatory \$ _____

Life and/or Disability Policy, Contract or Annuity Forms : Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form.

* _____ X \$20 = _____

**Retaliatory \$ _____

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer.

* _____ X \$25 = \$ _____

**Retaliatory \$ _____

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority

* _____ X \$400 = _____

Filing to amend Certificate of Authority.

*** _____ X \$100 = _____

***THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.**

****THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.**

*****THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. SEC. 23-61-401.**