

SERFF Tracking Number: UNTD-126781483 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 46709
Company Tracking Number: FORM 251-GAQR-10
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Participation Certificate General Amendment Rider
Project Name/Number: GIC III Rider/251-GAQR-10

Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: Participation Certificate General SERFF Tr Num: UNTD-126781483 State: Arkansas

Amendment Rider

TOI: A02G Group Annuities - Deferred Non-variable

SERFF Status: Closed-Approved-Closed

State Tr Num: 46709

Sub-TOI: A02G.002 Flexible Premium

Co Tr Num: FORM 251-GAQR-10

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Phyllis Gunter, Jake

Disposition Date: 09/08/2010

Curtiss, Lisa Lehan, Amy

Lawrenson, Shannon Taylor, Mick

Messbarger, Jeremy Christensen

Date Submitted: 09/03/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GIC III Rider

Project Number: 251-GAQR-10

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/08/2010

Deemer Date:

Submitted By: Jake Curtiss

Filing Description:

August 23, 2010

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 08/19/2010

Domicile Status Comments: Approved

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer, Discretionary

Explanation for Other Group Market Type:

State Status Changed: 09/08/2010

Created By: Jake Curtiss

Corresponding Filing Tracking Number:

NAIC ID No. 261-69868

NE ID No. 76860

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Arkansas Department of Insurance

Filing Type: Participation Certificate General Amendment Rider

Form Number: 251-GAQR-10 – Participation Certificate General Amendment Rider
251-GAQA-10 – Application and Affiliation Agreement

Dear Filing Analyst:

United of Omaha Life Insurance Company (United) is in the process of expanding the scope of our Group Individual Retirement Annuity (GIRA) Participation Certificate, Form 251-GAQC-05, originally approved by the Arkansas Department of Insurance (the Department) on June 23, 2005. Enclosed and submitted for approval are copies of United's Participation Certificate General Amendment Rider (Form 251-GAQR-10) and the related Application and Affiliation Agreement (Form 251-GAQA-10). The related Application and Affiliation Agreement (Form 251-GAQA-10) will replace Form-GAQA-05 approved by your department on June 23, 2005.

A. Form 251-GAQR-10 – Participation Certificate General Amendment Rider.

Form 251-GAQR-10 is intended to be issued only with a newly issued United GIRA Participation Certificate (Form 251-GAQC-05). This Rider will amend Form 251-GAQC-05 (Participation Certificate) by adding Article V-A, Lifetime Guaranteed Income Account and modifying Sections 1.11, Deposit Account; 1.19, Withdrawal; 1.20, Guaranteed Annuity Purchase Withdrawal; 3.03, Deposit Account Term; 4.04, Effect of Withdrawal; and 7.01, Termination of Certificate.

This Rider can only be elected at time of certificate issuance and cannot be added by a participant at a later time. This Rider is designed to convert a participant's contributions into a guaranteed amount of retirement income, or to take previously purchased amounts of guaranteed income under the Lifetime Guaranteed Income Account (LGIA) Rider (Form 651-GAQR-10), attached to United's Group Variable Annuity Contract (Form 902-GAQC-09), and preserve the LGIA benefit by rolling over to United's GIRA Participation Certificate (Form 251-GAQC-05). United's Group Variable Annuity Contract, Form 902-GAQC-09 was filed and approved by the Department on December 21, 2009, and the LGIA Rider was filed and approved by the Department on February 16, 2010.

B. Form 251-GAQA-10 – Application and Affiliation Agreement.

Form 251-GAQA-10 will replace Form 251-GAQA-05 approved by your department on June 23, 2005. The new version will allow us to use a single application for Form 251-GAQC-05 Participation Certificates whether they are purchased with or without the Form 251-GAQR-10 Rider.

Optional material is indicated with [brackets]. The variable material is indicated by highlighting and is comprised of contract specific information such as effective date or certificate number and numeric fields. Here we have used John

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Doe information to complete the fields. For numeric information a range of values is included in the accompanying statement of variability (SOV).

Section and subsection 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. In order to expedite your review process, should you have any questions please contact me at (800) 356-3436, ext. 6966, by fax at (402) 997-1901 or via e-mail at mick.messbarger@mutualofomaha.com.

Sincerely,

Mick Messbarger
Manager | Compliance
Retirement Plans Division
(402) 351-6966
mick.messbarger@mutualofomaha.com

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

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: \$100.00

SERFF Tracking Number: *UNTD-126781483* *State:* *Arkansas*
Filing Company: *United of Omaha Life Insurance Company* *State Tracking Number:* *46709*
Company Tracking Number: *FORM 251-GAQR-10*
TOI: *A02G Group Annuities - Deferred Non-variable* *Sub-TOI:* *A02G.002 Flexible Premium*
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Project Name/Number: *GIC III Rider/251-GAQR-10*
Retaliatory? **No**
Fee Explanation: **\$50 per form**
 1 Rider, 1 Application
Per Company: **No**

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$100.00	09/03/2010	39227507

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/08/2010	09/08/2010

SERFF Tracking Number: *UNTD-126781483* *State:* *Arkansas*
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Disposition

Disposition Date: 09/08/2010

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		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form	PARTICIPATION CERTIFICATE		Yes
	GENERAL AMENDMENT RIDER		
Form	GROUP INDIVIDUAL RETIREMENT		Yes
	ANNUITY APPLICATION AND		
	AFFILIATION AGREEMENT		

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Form Schedule

Lead Form Number: Form 251-GAQR-10

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	Form 251-GAQR-10	Certificate Amendment, Insert Page, Endorsement or Rider	PARTICIPATION CERTIFICATE GENERAL AMENDMENT RIDER	Initial		0.000	251-GAQR-10.pdf
	Form 251-GAQA-10	Application/Enrollment Form	GROUP INDIVIDUAL RETIREMENT ANNUITY APPLICATION AND AFFILIATION AGREEMENT	Initial		0.000	251-GAQA-10.pdf

PARTICIPATION CERTIFICATE GENERAL AMENDMENT RIDER

This Rider, effective **August 1, 2010**, is made a part of Participation Certificate No. **XXXXXX** and is subject to all provisions of such Certificate not in conflict with the provisions of this Rider.

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

1. Section 1.11 is hereby deleted in its entirety and replaced with the following new Section 1.11:
1.11 Deposit Account: A record account of a Deposit for the Deposit Account Term, as provided for in ARTICLE III. The Deposit Account will record all activity affecting the Deposit during the Deposit Account Term.
2. Section 1.19 is hereby deleted in its entirety and replaced with the following new Section 1.19:
1.19 Withdrawal: An Annuity Withdrawal or a Guaranteed Annuity Purchase Withdrawal or a Cash Withdrawal.
3. New Section 1.20 is hereby added to the certificate immediately following Section 1.19 thereto:
1.20 Guaranteed Annuity Purchase Withdrawal: A Withdrawal from the Participant's Deposit Account for the purpose of purchasing an annuity guaranteed by United pursuant to ARTICLE VI.
4. ARTICLE II is hereby deleted in its entirety and replaced with the following new ARTICLE II:

ARTICLE II DEPOSIT

2.01 General

The Deposit will be credited to a Deposit Account and will be held as part of United's general assets. United guarantees the principal of the Deposit held in the Deposit Account and interest earned on the Deposit, less any charges due under this Certificate.

2.02 Payment of Deposit

The Deposit will be credited to a Deposit Account on the date the Deposit is received by United.



**UNITED OF OMAHA LIFE
INSURANCE COMPANY**

A MUTUAL of OMAHA COMPANY

2.03 Acceptance

Subject to the Deposit limits contained in this certificate, a Deposit will either be credited to a Deposit Account established for such Deposit or will be refunded to the Participant, as provided in Section 2.04.

2.04 Deposit Limit

A Deposit under this certificate is subject to the following minimum and maximum limits:

- A. Minimum – the lesser of \$5,000 or an amount agreed to by United.
- B. Maximum – the greater of \$1,000,000 or an amount agreed to by United or the amount allowed under the applicable provisions of the Code.

If the amount of a Deposit is less than the minimum amount specified above, the Deposit will be returned to the Participant. If the amount of a Deposit exceeds the maximum deposit limit specified above, the excess amount of the Deposit will be returned to the Participant. A Deposit which is returned to the Participant will not earn interest from the date such Deposit was received by United to the date the Deposit is returned to the Participant.

5. Section 3.03 is hereby deleted in its entirety and replaced with the following new Section 3.03:

3.03 Deposit Account Term

United may offer a Deposit Account Term of **five (5)** Account Year(s) for the Deposit Account established under this certificate.

6. Section 4.04 is hereby deleted in its entirety and replaced with the following new Section 4.04:

4.04 Effect of Withdrawal

The Guaranteed Benefit Base shall be reduced in the same proportion as the Deposit Account balance is reduced based upon any Withdrawal as of the date of the Withdrawal.

7. New ARTICLE V-A is hereby added to the certificate immediately following ARTICLE V thereto:

**ARTICLE V-A
LIFETIME GUARANTEED INCOME ACCOUNT**

5A.01 Definitions

The following definitions shall apply to this ARTICLE V-A, in addition to the definitions set forth in ARTICLE I. If a conflict exists, the definitions set forth in this Section 5A.01 shall control for purposes of this ARTICLE V-A.

- 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 5A.02, subject to the annuity purchase charges set forth in Section 5A.03 and Section 6.03, as applicable, and payable if the Participant makes a Guaranteed Annuity Purchase Withdrawal pursuant to Section 5A.03. All Participant illustrations, including but not limited to annual 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 the following Guaranteed Benefit Base Factor Table, used in the calculation of the Guaranteed Benefit Base under Section 5A.02A and the base age adjustment under Section 5A.02B:

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 reserves the right to change the Guaranteed Benefit Base Factors set forth in the above Table effective as of January 1 of each calendar year, provided however, United shall provide written notice of such changes to the Participant at least **thirty (30)** days prior to the effective date of such changes. Any change in the Guaranteed Benefit Base Factors shall apply to the calculation under Section 5A.02(B) only after the effective date of the change.

5A.02 Guaranteed Benefit Base

- A. **Calculation.** United will calculate the initial amount of the Participant's Guaranteed Benefit Base at the time the Participant makes the Deposit under this certificate as follows:
- i. That portion of the Deposit which is a distribution received from the lifetime guaranteed income account under United's group variable annuity contract [**SAVE-XXXXXX**] shall retain the Participant's guaranteed benefit base from such contract.
 - ii. If the Deposit includes amounts from sources other than the lifetime guaranteed income account under United's group variable annuity contract [**SAVE-XXXXXX**], the Guaranteed Benefit Base Factor as of the date of the Deposit shall be applied to such amount(s) to determine the amount of such portion of the Participant's Guaranteed Benefit Base.

United shall combine the amounts calculated under (i) and (ii) above to determine the Participant's initial Guaranteed Benefit Base as of the date of the Deposit.

- 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 Deposit Account and the Participant's new Base Age. The balance in the Deposit 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.

5A.03 Guaranteed Annuity Purchase Withdrawal

At any date after a Participant reaches age **sixty-five (65)**, the Participant may make a Guaranteed 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:

- A. the name, mailing address, social security number, date of birth and sex of such Participant for whom the annuity is to be purchased;
- B. the annuity form;
- C. the date on which annuity payments are to begin;
- D. the name, address and social security number of any Beneficiary;
- E. such other information as United deems necessary.

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

The amount of the Guaranteed Annuity Purchase Withdrawal will be determined by the Participant. The standard annuity form available for Guaranteed Annuity Purchase Withdrawal is twenty (20) years certain and life. All Participant illustrations, including but not limited to annual 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 purchased under this Section 5A.03 will be equal to the premium amount based upon the Deposit 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 **one hundred dollars (\$100)**, and will be included in the cost of the annuity unless paid separately by the Participant.

United will provide the administrative services outlined in Section 5.03.

United will provide the Participant with a supplemental certificate which describes the amount and the terms of the annuity payments and the annuity commencement date.

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

If an Annuitant dies before the annuity commencement date, the balance of the Deposit Account will be paid to the Annuitant's Beneficiary, or if there is no designation of Beneficiary on file with United, to the Annuitant's estate. If the Annuitant dies on or after the annuity commencement date, the death benefit, if any, will be determined in accordance with the provisions of the annuity form elected, as stated in the supplemental annuity certificate.

8. Section 7.01 is hereby deleted in its entirety and replaced with the following new Section 7.01:

7.01 Termination of Certificate

When the Deposit Account of this certificate has a zero balance, this certificate will terminate in full satisfaction of United's liability, except for United's liability for payments due under any supplemental annuity certificates issued in conjunction with this certificate.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Corporate Secretary

August 1, 2010

Date

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



Mutual of Omaha

UNITED OF OMAHA LIFE INSURANCE COMPANY
GROUP INDIVIDUAL RETIREMENT ANNUITY
APPLICATION AND AFFILIATION AGREEMENT

Application Date: Date
Deposit Amount:
Made For Tax Year: Tax Year

Proposal Number: Proposal
Deposit Account Term: [1 Year 2 Year 3 Year
4 Year 5 Year 6 Year
7 Year]

Certificateholder Name: Certificateholder Sex: M F

Street Address: Address

Street Address: Address

Email Address: Address

Home Phone: Phone# Soc. Sec. No.: SSN#

Date of Birth: DOB Marital Status: Single Married

Will the annuity applied for replace one or more existing annuity or life insurance contracts? Yes No

DESIGNATION OF BENEFICIARIES

I designate the individual(s) named below as my primary and/or contingent Beneficiary(ies) of this IRA. I revoke all prior IRA Beneficiary designations, if any, made by me. I understand that I may change or add Beneficiaries at any time by completing and delivering written notice to United of Omaha.

The following individuals shall be my Primary Beneficiaries (if more than two please attach a separate sheet):

Name: Name Soc. Sec. No.: SSN#
Street Address: Address Date of Birth: DOB Share: Share %
Street Address: Address Relationship: Relationship

Name: Soc. Sec. No.:
Street Address: Date of Birth: Share: %
City, State, Zip: Relationship:

If none of the Primary Beneficiaries survive me, the following individual(s) shall be my Beneficiary(ies):

Name: Name Soc. Sec. No.: SSN#
Street Address: Address Date of Birth: DOB Share: Share %
Street Address: Address Relationship: Relationship

Name: Soc. Sec. No.:
Street Address: Date of Birth: Share: %
City, State, Zip: Relationship:

Please complete the reverse side.

Spousal Consent: (for use in community property states only-AK¹, AZ, CA, ID, LA, NV, NM, TX, WA, WI) I hereby consent to my spouse's naming of a Beneficiary(ies) other than myself and I waive my right to approve future Beneficiary changes. I hereby acknowledge that I understand the effect of my consent may be to forfeit benefits I would be entitled to receive upon my spouse's death. I also acknowledge that I shall have no claim whatsoever against United of Omaha for any payment to my Spouse's named Beneficiary(ies).

Spouse Signature

Date

Important: Please read before signing.

I understand the eligibility requirements for the type of IRA deposit I am making and state that I qualify to make the deposit. I understand that I am affiliating as a participant with the United of Omaha Group Annuity Trust so that I can become eligible to apply for an individual retirement annuity under Group Master Contract No. **GIRA-00000** (Contract) issued to **ABC Bank** (Trust). The document establishing the Trust and the Contract are available upon written request to the office of United of Omaha or the Trustee. By signing this Application and Affiliation Agreement, I agree to accept the terms of the Contract and Trust and to assume the rights and responsibilities of the Certificateholder as specified in my Participation Certificate.

If an annuity is purchased, I assume responsibility for the tax consequences of any contribution (including rollover contributions) and distributions. Additionally, I certify that the information I have given for purposes of purchasing an annuity is true and I hereby irrevocably elect to use my Deposit Account to purchase an annuity.

WARNING: 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 may be guilty of a crime and may be subject to fines.

Participant

Date

Soliciting Agent Information:

Soliciting Agent Signature: _____

Soliciting Agent Name (printed): _____

Name of Marketing Firm (if applicable): _____

Address: _____

Phone Number: _____

Email Address: _____

Social Security Number/Production Number: _____

¹ Alaska residents must complete the spousal consent if they have made a community property election under the Alaska Community Property Act., Alaska Stat. §34.77.090 (2010).