

SERFF Tracking Number: GRAX-G127748429 State: Arkansas  
Filing Company: Great American Life Insurance Company State Tracking Number: 50086  
Company Tracking Number: E6006810NW ET AL  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: Group Annuity Fixed  
Project Name/Number: Group Annuity Fixed/E6006810NW et al

## Filing at a Glance

Company: Great American Life Insurance Company

Product Name: Group Annuity Fixed SERFF Tr Num: GRAX- State: Arkansas  
G127748429  
TOI: A02G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 50086  
variable Closed  
Sub-TOI: A02G.002 Flexible Premium Co Tr Num: E6006810NW ET AL State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird  
Author: SPI Disposition Date: 10/25/2011  
GreatAmericanFinancialRes  
Date Submitted: 10/21/2011 Disposition Status: Approved-  
Closed  
Implementation Date Requested: Implementation Date:  
State Filing Description:

## General Information

Project Name: Group Annuity Fixed Status of Filing in Domicile: Authorized  
Project Number: E6006810NW et al Date Approved in Domicile: 01/19/2011  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type:  
Submission Type: New Submission Overall Rate Impact:  
Filing Status Changed: 10/25/2011  
State Status Changed: 10/25/2011 Deemer Date:  
Created By: SPI GreatAmericanFinancialRes Submitted By: SPI GreatAmericanFinancialRes  
Corresponding Filing Tracking Number:  
Filing Description:

Enclosed for your review and approval, please find the forms referenced above. These forms will replace form numbers E6006802NW and E6006502NW which were approved for use in your state on 10/28/002. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

These endorsements will be used with the company's group fixed annuity portfolio in instances where the contract is intended to be an IRA. The language contained in these forms is based on language supplied by the Internal Revenue Service. The forms contain federally mandated language and are therefore exempt from Flesch score requirements.

SERFF Tracking Number: GRAX-G127748429 State: Arkansas  
 Filing Company: Great American Life Insurance Company State Tracking Number: 50086  
 Company Tracking Number: E6006810NW ET AL  
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
 Product Name: Group Annuity Fixed  
 Project Name/Number: Group Annuity Fixed/E6006810NW et al

## Company and Contact

### Filing Contact Information

Brenda Little, Senior Compliance Filing Analyst blittle@gafri.com  
 P. O. Box 5420 513-412-2725 [Phone] 12725 [Ext]  
 Cincinnati, OH 45201-5420 513-361-5967 [FAX]

### Filing Company Information

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

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Life Insurance Company	\$50.00	10/21/2011	53056629
Great American Life Insurance Company	\$50.00	10/24/2011	53096832

SERFF Tracking Number: GRAX-G127748429 State: Arkansas  
 Filing Company: Great American Life Insurance Company State Tracking Number: 50086  
 Company Tracking Number: E6006810NW ET AL  
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
 Product Name: Group Annuity Fixed  
 Project Name/Number: Group Annuity Fixed/E6006810NW et al

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/25/2011	10/25/2011

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	10/24/2011	10/24/2011	SPI GreatAmericanFinancialRes	10/24/2011	10/24/2011

SERFF Tracking Number: GRAX-G127748429 State: Arkansas  
Filing Company: Great American Life Insurance Company State Tracking Number: 50086  
Company Tracking Number: E6006810NW ET AL  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: Group Annuity Fixed  
Project Name/Number: Group Annuity Fixed/E6006810NW et al

## Disposition

Disposition Date: 10/25/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GRAX-G127748429 State: Arkansas  
 Filing Company: Great American Life Insurance Company State Tracking Number: 50086  
 Company Tracking Number: E6006810NW ET AL  
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
 Product Name: Group Annuity Fixed  
 Project Name/Number: Group Annuity Fixed/E6006810NW et al

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	AR - NAIC TRANSMITTAL DOCUMENT, AR - NAIC FORM FILING ATTACHMENT		Yes
Supporting Document	Cover Letter		Yes
Form	Individual Retirement Annuity Endorsement		Yes
Form	Individual Retirement Annuity Endorsement		Yes

SERFF Tracking Number: GRAX-G127748429 State: Arkansas  
Filing Company: Great American Life Insurance Company State Tracking Number: 50086  
Company Tracking Number: E6006810NW ET AL  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: Group Annuity Fixed  
Project Name/Number: Group Annuity Fixed/E6006810NW et al

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/24/2011
Submitted Date	10/24/2011
Respond By Date	11/24/2011

Dear Brenda Little,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

SERFF Tracking Number: GRAX-G127748429 State: Arkansas  
Filing Company: Great American Life Insurance Company State Tracking Number: 50086  
Company Tracking Number: E6006810NW ET AL  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: Group Annuity Fixed  
Project Name/Number: Group Annuity Fixed/E6006810NW et al

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/24/2011  
Submitted Date 10/24/2011

Dear Linda Bird,

### Comments:

October 24, 2011  
NAIC No. 0084-63312  
FEIN No. 13-1935920

Ms. Linda Bird  
Compliance - Life and Health  
Arkansas Department of Insurance  
1200 West Third Street  
Little Rock, AR 72201-1904

RE: Resubmission for Approval - Great American Life Insurance Company  
E6006810NW Individual Retirement Annuity Endorsement  
E6006510NW Individual Retirement Annuity Endorsement  
DOI File No. 50086

## Response 1

Comments: Dear Ms. Bird:

Thank you for your review of this filing and your response of October 24, 2011. I will respond to your concerns in the order in which they appeared.

" We have submitted an additional fee of \$50.00, via EFT, to satisfy the filing requirements.

SERFF Tracking Number: GRAX-G127748429 State: Arkansas  
Filing Company: Great American Life Insurance Company State Tracking Number: 50086  
Company Tracking Number: E6006810NW ET AL  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: Group Annuity Fixed  
Project Name/Number: Group Annuity Fixed/E6006810NW et al

### **Related Objection 1**

**Comment:**

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

### **Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

With this information, I look forward to receiving a favorable response to this filing.

If you have any questions or require additional information regarding this submission, please feel free to contact me at either of the phone numbers indicated below or via e-mail at [blittle@gafri.com](mailto:blittle@gafri.com).

Sincerely,

Brenda Little  
Senior Compliance Filing Analyst

Sincerely,  
SPI GreatAmericanFinancialRes

SERFF Tracking Number: GRAX-G127748429 State: Arkansas  
 Filing Company: Great American Life Insurance Company State Tracking Number: 50086  
 Company Tracking Number: E6006810NW ET AL  
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
 Product Name: Group Annuity Fixed  
 Project Name/Number: Group Annuity Fixed/E6006810NW et al

## Form Schedule

Lead Form Number: E6006810NW

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	E6006810NW	Policy/Cont	Individual Retirement Initial	Initial		0.000	E6006810NW0911.PDF
	W	ract/Fratern	annuity Endorsement				
		al					
		Certificate:					
		Amendmen					
		t, Insert					
		Page,					
		Endorseme					
		nt or Rider					
	E6006510NW	Policy/Cont	Individual Retirement Initial	Initial		0.000	E6006510NW0911.PDF
	W	ract/Fratern	annuity Endorsement				
		al					
		Certificate:					
		Amendmen					
		t, Insert					
		Page,					
		Endorseme					
		nt or Rider					



LIFE INSURANCE COMPANY

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

## INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The group annuity contract (the "Contract") is changed by this Individual Retirement Annuity Endorsement (this "Endorsement") to add the following additional provisions.

### **Applicable Tax Law Restrictions**

The Contract is intended to receive contributions that qualify for deferred tax treatment under Internal Revenue Code ("IRC") Section 408(b). It is restricted as required by federal tax law. We may change the terms of the Contract or administer it at any time as needed to comply with that law. Any such change may be applied retroactively to the extent permitted by law.

### **Exclusive Benefit**

The interest of a Participant in the Contract is established for the exclusive benefit of the Participant and his or her beneficiaries. The interest of a Participant in the Contract is nonforfeitable.

### **Nonparticipating**

The Contract does not pay dividends or share in our surplus.

### **No Assignment or Transfer**

A Participant cannot assign, sell, or transfer his or her interest in the Contract. A Participant cannot pledge it to secure a loan or the performance of an obligation, or for any other purpose. The only exceptions to these rules are:

- 1) all or part of the interest of a Participant in the Contract may be transferred to the Participant's spouse or former spouse (as defined by federal law) under a divorce or separation instrument described in IRC Section 71(b)(2)(A); and
- 2) payments from a Participant's interest in the Contract may be based on joint lives or joint life expectancies of the Participant and another person, but such other person shall have no present rights under the Contract during the Participant's lifetime.

### **Contributions**

The Contract does not require fixed contributions or other premiums or purchase payments, but we may decline to accept any premium or purchase payment of less than \$50. The interest of a Participant in the Contract will not lapse if the Participant does not make premiums or purchase payments. We may terminate the interest of a Participant in the Contract pursuant to any involuntary surrender or termination provision of the Contract only if premiums or purchase payments have not been made to the Participant's interest in the Contract for at least two full Contract years and the value of the Participant's interest in the Contract (increased by any guaranteed interest) would provide a benefit on the Annuity Commencement Date, maturity date, or annuity date of less than \$20 a month under the standard form of payment.

All contributions to us must be made in cash BY CHECK OR MONEY ORDER MADE PAYABLE TO US.

Total contributions made to the interest of a Participant in the Contract with respect to any single tax year may not exceed the annual contribution limit, excluding any payment that is:

- 1) allowed as a rollover contribution under IRC Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16);
- 2) a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) described in IRC Section 408(k); or
- 3) an additional contribution specifically authorized by statute, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, certain amounts received in connection with the Exxon Valdez litigation, and contributions for taxable years beginning after 2006 and before 2010 by an individual who was a participant in a 401(k) plan of a certain employer in bankruptcy described in IRC Section 219(b)(5)(C).

The annual contribution limit is \$5,000 for any tax year beginning in 2008 and years thereafter. After 2008, the annual contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.

If the Participant is age 50 or older, the annual contribution limit is increased by \$1,000 for any tax year beginning in 2006 and years thereafter.

The Contract will not accept contributions made by an employer through a SIMPLE IRA plan under IRC Section 408(p). The Contract will not accept a transfer or rollover of any funds attributable to contributions made by an employer through a SIMPLE IRA plan until at least two years after the date a Participant first participated in that employer's SIMPLE IRA plan.

The Contract will not accept a rollover contribution to an Inherited IRA for a nonspouse beneficiary under IRC Section 402(c)(11), 403(a)(4)(B), 403(b)(8)(B), or 457(e)(16)(B). The Contract will not accept a transfer from an Inherited IRA within the meaning of IRC Section 408(d)(3)(C).

**Annual Report**

We will furnish annual calendar year reports concerning the status of a Participant's interest in the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

**Required Minimum Distributions During Life**

Distributions from the interest of a Participant in the Contract shall be made in accordance with the requirements of IRC Section 408(b)(3) and the regulations thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of a Participant's entire interest in the Contract must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder instead of the requirements set out herein.

The Required Beginning Date for distributions from a Participant's interest in the Contract is April 1 following the calendar year in which the Participant reaches age 70-1/2. No later than the Required Beginning Date, a Participant's entire interest in the Contract must begin to be distributed over (i) the Participant's life or the lives of the Participant and his or her designated beneficiary, or (ii) a period certain not to exceed the Participant's life expectancy or the joint and last survivor expectancy of the Participant and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one (1) year, and must be either nonincreasing or they may increase only as provided in Q&A-1 and Q&A-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 of the Income Tax Regulations.

The distribution periods described above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations. The first required payment can be made as late as the Required Beginning Date and must be the payment that is required for a single payment interval. The second payment need not be made until the end of the next payment interval.

A Participant's entire interest in the Contract includes the amount of any outstanding rollover, transfer, or recharacterization under Q&A-7 or Q&A-8 of Section 1.408-8 of the Income Tax Regulations, and the actuarial value of any other benefits provided under the Participant's interest in the Contract, such as guaranteed death benefits, to the extent required by regulations.

**Required Minimum Distributions After Death**

If the Participant dies after required distributions begin, the remaining portion of the Participant's interest in the Contract will continue to be distributed under the Contract option chosen.

If the Participant dies before required distributions begin, the Participant's entire interest in the Contract will be distributed as least as rapidly as follows:

- 1) If the Participant's designated beneficiary is not his or her surviving spouse (as defined by federal tax law), then the Participant's entire interest in the Contract must be distributed over the remaining life expectancy of the designated beneficiary, with payments starting by the end of the calendar year following the calendar year of the Participant's death. The life expectancy of the designated beneficiary is determined using his or her age as of his or her birthday in the year following the year of the Participant's death. Alternatively, if elected, the Participant's entire interest in the Contract must be distributed by the end of the calendar year that contains the fifth anniversary of the Participant's death.

- 2) If the Participant's sole designated beneficiary is his or her surviving spouse (as defined by federal tax law), then the Participant's entire interest in the Contract must be distributed over his or her spouse's life expectancy, with payments starting by the end of the calendar year following the calendar year of the Participant's death, or if later, by the end of the calendar year in which the Participant would have reached age 70-1/2. Alternatively, if elected, the Participant's entire interest in the Contract must be distributed by the end of the calendar year that contains the fifth anniversary of the Participant's death.

If the Participant's surviving spouse dies before required distributions begin to him or her, then the remaining interest will be distributed over the remaining life expectancy of the spouse's designated beneficiary, with payments starting by the end of the calendar year following the calendar year of the spouse's death. The life expectancy of the spouse's designated beneficiary will be determined using his or her age as of his or her birthday in the year following the death of the spouse. Alternatively, if elected, or if the surviving spouse dies and there is no designated beneficiary, then the remaining interest in the Contract will be distributed by the end of the calendar year that contains the fifth anniversary of the surviving spouse's death.

If the surviving spouse dies after required distributions begin to him or her, then any remaining interest will continue to be distributed under the Contract option chosen.

- 3) If there is no designated beneficiary, then the Participant's entire interest in the Contract will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death.

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 the Participant's surviving spouse as his or her sole designated beneficiary, the spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age on his or her birthday in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table in the year such individual's life expectancy is first determined, reduced by one (1) for each subsequent year.

Required distributions are considered to begin on a Participant's Required Beginning Date or, if applicable, on the date distributions are required to begin to a Participant's surviving spouse. However, if distributions under the Contract start prior to such date on an irrevocable basis (except for acceleration) in a form meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to begin on the annuity starting date.

A Participant's entire interest in the Contract includes the amount of any outstanding rollover, transfer, or recharacterization under Q&A-7 or Q&A-8 of Section 1.408-8 of the Income Tax Regulations, and the actuarial value of any other benefits provided under the Participant's interest in the Contract, such as guaranteed death benefits, to the extent required by regulations.

For purposes of this provision, a designated beneficiary is an individual designated under the Participant's interest in the Contract to receive payments after the Participant's death (or the death of the surviving spouse) and who qualifies as a designated beneficiary under Section 1.401(a)(9)-4 of the Income Tax Regulations.

If the Participant's sole designated beneficiary is the Participant's surviving spouse (as defined by federal tax law), then the spouse may elect to treat the Participant's interest in the Contract as the spouse's own IRA. This election will be deemed to have been made if the spouse becomes Successor Owner of the Participant's interest in the Contract or fails to take required distributions from the Participant's interest in the Contract as a beneficiary. No contribution, rollover, or transfer to the Participant's interest in the Contract may be made after the Participant's death unless his or her spouse (as defined by federal tax law) becomes Successor Owner.

This Endorsement is part of the Contract. It is not a separate contract. It changes the Contract only as and to the extent stated. It supersedes all prior Individual Retirement Annuity endorsements to the Contract. In all cases of conflict with the other terms of the Contract, the provisions of this Endorsement shall control.

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



**MARK F. MUETHING**  
**EXECUTIVE VICE PRESIDENT**



**JOHN P. GRUBER**  
**SECRETARY**



LIFE INSURANCE COMPANY

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

## INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Certificate of Participation (your "Certificate") issued under a group annuity contract (the "Contract") is changed by this Individual Retirement Annuity Endorsement (this "Endorsement") to add the following additional provisions.

### **Applicable Tax Law Restrictions**

The Contract is intended to receive contributions that qualify for deferred tax treatment under Internal Revenue Code ("IRC") Section 408(b). It is restricted as required by federal tax law. We may change the terms of the Contract or administer it at any time as needed to comply with that law. Any such change may be applied retroactively to the extent permitted by law.

### **Exclusive Benefit**

Your interest in the Contract is established for the exclusive benefit of you and your beneficiaries. Your interest in the Contract is nonforfeitable.

### **Nonparticipating**

The Contract does not pay dividends or share in our surplus.

### **No Assignment or Transfer**

You cannot assign, sell, or transfer your interest in the Contract. You cannot pledge it to secure a loan or the performance of an obligation, or for any other purpose. The only exceptions to these rules are:

- 1) all or part of your interest in the Contract may be transferred to your spouse or former spouse (as defined by federal law) under a divorce or separation instrument described in IRC Section 71(b)(2)(A); and
- 2) payments from your interest in the Contract may be based on joint lives or joint life expectancies of you and another person, but such other person shall have no present rights under the Contract during your lifetime.

## **Contributions**

The Contract does not require fixed contributions or other premiums or purchase payments, but we may decline to accept any premium or purchase payment of less than \$50. Your interest in the Contract will not lapse if you do not make premiums or purchase payments. We may terminate your interest in the Contract pursuant to any involuntary surrender or termination provision of the Contract only if premiums or purchase payments have not been made to your interest in the Contract for at least two full Contract years and the value of your interest in the Contract (increased by any guaranteed interest) would provide a benefit on the Annuity Commencement Date, maturity date, or annuity date of less than \$20 a month under the standard form of payment.

All contributions to us must be made in cash BY CHECK OR MONEY ORDER MADE PAYABLE TO US.

Total contributions made to your interest in the Contract with respect to any single tax year may not exceed the annual contribution limit, excluding any payment that is:

- 1) allowed as a rollover contribution under IRC Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16);
- 2) a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) described in IRC Section 408(k); or
- 3) an additional contribution specifically authorized by statute, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, certain amounts received in connection with the Exxon Valdez litigation, and contributions for taxable years beginning after 2006 and before 2010 by an individual who was a participant in a 401(k) plan of a certain employer in bankruptcy described in IRC Section 219(b)(5)(C).

The annual contribution limit is \$5,000 for any tax year beginning in 2008 and years thereafter. After 2008, the annual contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.

If you are age 50 or older, the annual contribution limit is increased by \$1,000 for any tax year beginning in 2006 and years thereafter.

The Contract will not accept contributions made by an employer through a SIMPLE IRA plan under IRC Section 408(p). The Contract will not accept a transfer or rollover of any funds attributable to contributions made by an employer through a SIMPLE IRA plan until at least two years after the date you first participated in that employer's SIMPLE IRA plan.

The Contract will not accept a rollover contribution to an Inherited IRA for a nonspouse beneficiary under IRC Section 402(c)(11), 403(a)(4)(B), 403(b)(8)(B), or 457(e)(16)(B). The Contract will not accept a transfer from an Inherited IRA within the meaning of IRC Section 408(d)(3)(C).

**Annual Report**

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

**Required Minimum Distributions During Life**

Distributions from your interest in the Contract shall be made in accordance with the requirements of IRC Section 408(b)(3) and the regulations thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of your entire interest in the Contract must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder instead of the requirements set out herein.

The Required Beginning Date for distributions from your interest in the Contract is April 1 following the calendar year in which you reach age 70-1/2. No later than the Required Beginning Date, your entire interest in the Contract must begin to be distributed over (i) your life or the lives of you and your designated beneficiary, or (ii) a period certain not to exceed your life expectancy or the joint and last survivor expectancy of you and your designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one (1) year, and must be either nonincreasing or they may increase only as provided in Q&A-1 and Q&A-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 of the Income Tax Regulations.

The distribution periods described above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations. The first required payment can be made as late as the Required Beginning Date and must be the payment that is required for a single payment interval. The second payment need not be made until the end of the next payment interval.

Your entire interest in the Contract includes the amount of any outstanding rollover, transfer, or recharacterization under Q&A-7 or Q&A-8 of Section 1.408-8 of the Income Tax Regulations, and the actuarial value of any other benefits provided under your interest in the Contract, such as guaranteed death benefits, to the extent required by regulations.

**Required Minimum Distributions After Death**

If you die after required distributions begin, the remaining portion of your interest in the Contract will continue to be distributed under the Contract option chosen.

If you die before required distributions begin, your entire interest in the Contract will be distributed as least as rapidly as follows:

- 1) If your designated beneficiary is not your surviving spouse (as defined by federal tax law), then your entire interest in the Contract must be distributed over the remaining life expectancy of the designated beneficiary, with payments starting by the end of the calendar year following the calendar year of your death. The life expectancy of the designated beneficiary is determined using his or her age as of his or her birthday in the year following the year of your death. Alternatively, if elected, your entire interest in the Contract must be distributed by the end of the calendar year that contains the fifth anniversary of your death.

- 2) If your sole designated beneficiary is your surviving spouse (as defined by federal tax law), then your entire interest in the Contract must be distributed over your spouse's life expectancy, with payments starting by the end of the calendar year following the calendar year of your death, or if later, by the end of the calendar year in which you would have reached age 70-1/2. Alternatively, if elected, your entire interest in the Contract must be distributed by the end of the calendar year that contains the fifth anniversary of your death.

If your surviving spouse dies before required distributions begin to him or her, then the remaining interest will be distributed over the remaining life expectancy of your spouse's designated beneficiary, with payments starting by the end of the calendar year following the calendar year of your spouse's death. The life expectancy of your spouse's designated beneficiary will be determined using his or her age as of his or her birthday in the year following the death of your spouse. Alternatively, if elected, or if your surviving spouse dies and there is no designated beneficiary, then the remaining interest in the Contract will be distributed by the end of the calendar year that contains the fifth anniversary of your surviving spouse's death.

If your surviving spouse dies after required distributions begin to him or her, then any remaining interest will continue to be distributed under the Contract option chosen.

- 3) If there is no designated beneficiary, then your entire interest in the Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death.

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 your surviving spouse as your sole designated beneficiary, your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age on his or her birthday in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table in the year such individual's life expectancy is first determined, reduced by one (1) for each subsequent year.

Required distributions are considered to begin on your Required Beginning Date or, if applicable, on the date distributions are required to begin to your surviving spouse. However, if distributions under the Contract start prior to such date on an irrevocable basis (except for acceleration) in a form meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to begin on the annuity starting date.

Your entire interest in the Contract includes the amount of any outstanding rollover, transfer, or recharacterization under Q&A-7 or Q&A-8 of Section 1.408-8 of the Income Tax Regulations, and the actuarial value of any other benefits provided under your interest in the Contract, such as guaranteed death benefits, to the extent required by regulations.

For purposes of this provision, a designated beneficiary is an individual designated under your interest in the Contract to receive payments after your death (or the death of your surviving spouse) and who qualifies as a designated beneficiary under Section 1.401(a)(9)-4 of the Income Tax Regulations.

If your sole designated beneficiary is your surviving spouse (as defined by federal tax law), then your spouse may elect to treat your interest in the Contract as his or her own IRA. This election will be deemed to have been made if he or she becomes Successor Owner of your interest in the Contract or fails to take required distributions from your interest in the Contract as a beneficiary. No contribution, rollover, or transfer to your interest in the Contract may be made after your death unless your spouse (as defined by federal tax law) becomes Successor Owner.

This Endorsement is part of your Certificate. It is not a contract. It changes your Certificate only as and to the extent stated. It supersedes all prior Individual Retirement Annuity endorsements to your Certificate. In all cases of conflict with the other terms of your Certificate, the provisions of this Endorsement shall control.

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



**MARK F. MUETHING**  
**EXECUTIVE VICE PRESIDENT**



**JOHN P. GRUBER**  
**SECRETARY**

SERFF Tracking Number: GRAX-G127748429 State: Arkansas  
 Filing Company: Great American Life Insurance Company State Tracking Number: 50086  
 Company Tracking Number: E6006810NW ET AL  
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
 Product Name: Group Annuity Fixed  
 Project Name/Number: Group Annuity Fixed/E6006810NW et al

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Flesch Certification		
<b>Bypass Reason:</b> Not applicable to this filing.		
<b>Comments:</b>		

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

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Life & Annuity - Acturial Memo		
<b>Bypass Reason:</b> Not applicable to this filing.		
<b>Comments:</b>		

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

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Cover Letter		
<b>Comments:</b>		

*SERFF Tracking Number:* GRAX-G127748429      *State:* Arkansas  
*Filing Company:* Great American Life Insurance Company      *State Tracking Number:* 50086  
*Company Tracking Number:* E6006810NW ET AL  
*TOI:* A02G Group Annuities - Deferred Non-variable      *Sub-TOI:* A02G.002 Flexible Premium  
*Product Name:* Group Annuity Fixed  
*Project Name/Number:* Group Annuity Fixed/E6006810NW et al

**Attachment:**

Cover Letter.PDF

**Life, Accident & Health, Annuity, Credit Transmittal Document**

<b>1.</b>	<b>Prepared for the State of</b>	Arkansas
-----------	----------------------------------	----------

<b>2.</b>	<b>Department Use Only</b>	
	<b>State Tracking ID</b>	

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

4. Contact Name & Address	Telephone #	Fax #	E-mail Address
Brenda Little P. O. Box 5420 Cincinnati OH 45201-5420	800-854-3649 Ext. 12725	513-361-5967	blittle@gafri.com

<b>5. Requested Filing Mode</b>	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
---------------------------------	--

<b>6. Company Tracking Number</b>	E6006810NW et al
-----------------------------------	------------------

<b>7.</b>	<input checked="" type="checkbox"/> <b>New Submission</b> <input type="checkbox"/> <b>Resubmission</b> Previous file # _____
-----------	--

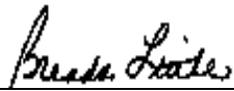
<b>8. Market</b>	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Franchise  Group	<input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____
------------------	--	---

<b>9. Type of Insurance</b>	A02G Group Annuities - Deferred Non-variable
-----------------------------	--

<b>10. Product Coding Matrix Filing Code</b>	A02G.002 Flexible Premium
--	---------------------------

<b>11. Submitted Documents</b>	<input checked="" type="checkbox"/> <b>FORMS</b> <input type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input type="checkbox"/> Application/Enrollment <input checked="" type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other: _____  <input type="checkbox"/> <b>RATES</b> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate  <input type="checkbox"/> <b>FILING OTHER THAN FORM OR RATE:</b> Please explain: _____  <b>SUPPORTING DOCUMENTATION</b> <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreement <input type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other: _____
--------------------------------	---

12.	<b>Filing Submission Date</b>	10/21/2011
13.	<b>Filing Fee (If required)</b>	Amount <u>\$50.00</u> Check Date <u>EFT</u> Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check Number <u>EFT</u>
14.	<b>Date of Domiciliary Approval</b>	01/19/2011
15.	<b>Filing Description:</b>	
<p>Enclosed for your review and approval, please find the forms referenced above. These forms will replace form numbers E6006802NW and E6006502NW which were approved for use in your state on 10/28/2002. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.</p> <p>These endorsements will be used with the company's group fixed annuity portfolio in instances where the contract is intended to be an IRA. The language contained in these forms is based on language supplied by the Internal Revenue Service. The forms contain federally mandated language and are therefore exempt from Flesch score requirements.</p>		

16.	<b>Certification (If required)</b>	
<p><b>I HEREBY CERTIFY</b> that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p>		
Print Name <u>Brenda Little</u> Title <u>Senior Compliance Filing Analyst</u>		
Signature <u></u> Date <u>10/21/2011</u>		

<b>17.</b>	<b>Form Filing Attachment</b>	
<b>This filing transmittal is part of company tracking number</b>	E6006810NW et al	
<b>This filing corresponds to rate filing company tracking number</b>		

	<b>Document Name</b>	<b>Form Number</b>		<b>Replaced Form Number</b>
	<b>Description</b>			<b>Previous State Filing Number</b>
01	Individual Retirement Annuity Endorsement	E6006810NW	<input checked="" type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	E6006802NW
02	Individual Retirement Annuity Endorsement	E6006510NW	<input checked="" type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	E6006502NW
03			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
04			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
05			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
06			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
07			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
08			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
09			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
10			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
11			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	



LIFE INSURANCE COMPANY

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

October 21, 2011

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

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

RE: Request For Approval - Great American Life Insurance Company  
E6006810NW Individual Retirement Annuity Endorsement  
E6006510NW Individual Retirement Annuity Endorsement

Dear Insurance Commissioner Bradford:

Enclosed for your review and approval, please find the forms referenced above. These forms will replace form numbers E6006802NW and E6006502NW which were approved for use in your state on 10/28/002. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

These endorsements will be used with the company's group fixed annuity portfolio in instances where the contract is intended to be an IRA. The language contained in these forms is based on language supplied by the Internal Revenue Service. The forms contain federally mandated language and are therefore exempt from Flesch score requirements.

With this information, I look forward to receiving a favorable response to this filing.

If you have any questions or require additional information regarding this submission, please feel free to contact me at either of the phone numbers indicated below or via e-mail at [blittle@gafri.com](mailto:blittle@gafri.com).

Sincerely,

Brenda Little  
Senior Compliance Filing Analyst

**BRENDA LITTLE , SENIOR COMPLIANCE FILING ANALYST**  
**(800) 854-3649 (TOLL FREE - EXT. 12725)**  
**(513) 412-2725 (DIRECT DIAL) \* (513) 361-5967 FAX**