

SERFF Tracking Number: NALH-127001864 State: Arkansas  
Filing Company: Midland National Life Insurance Company State Tracking Number: 47897  
Company Tracking Number: AR163A-1  
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed  
Product Name: AR163A-1 - MPP-Cap Endorsement  
Project Name/Number: AR163A-1 - MPP-Cap Endorsement/AR163A-1 - MPP-Cap Endorsement

## Filing at a Glance

Company: Midland National Life Insurance Company

Product Name: AR163A-1 - MPP-Cap SERFF Tr Num: NALH-127001864 State: Arkansas

Endorsement

TOI: A07I Individual Annuities - Special SERFF Status: Closed-Approved- State Tr Num: 47897

Closed

Sub-TOI: A07I.001 Equity Indexed

Co Tr Num: AR163A-1

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Laurie Christensen,  
Deanna Hoffman, Stacy Reece,  
Chris Cairns, Amy Peterson

Disposition Date: 02/16/2011

Date Submitted: 02/04/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: AR163A-1 - MPP-Cap Endorsement

Status of Filing in Domicile: Pending

Project Number: AR163A-1 - MPP-Cap Endorsement

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 02/16/2011

State Status Changed: 02/16/2011

Deemer Date:

Created By: Chris Cairns

Submitted By: Stacy Reece

Corresponding Filing Tracking Number:

Filing Description:

RE: MIDLAND NATIONAL LIFE INSURANCE COMPANY

NAIC #431-66044 FEIN #46-0164570

AR163A-1 – Monthly Point to Point with Cap Index Account Endorsement

AR221A-1 – Monthly Point to Point with Cap Index Account Endorsement

SERFF Tracking Number: NALH-127001864 State: Arkansas  
Filing Company: Midland National Life Insurance Company State Tracking Number: 47897  
Company Tracking Number: AR163A-1  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: AR163A-1 - MPP-Cap Endorsement  
Project Name/Number: AR163A-1 - MPP-Cap Endorsement/AR163A-1 - MPP-Cap Endorsement

We are filing the above endorsements for your review and consideration for approval. These are new forms and do not replace any form currently on file with your department. These forms will be used on a general basis and will be marketed through our regular channels. These forms are laser printed and we reserve the right to change fonts and layouts. No part of this filing contains unusual or possibly controversial items from normal Company or industry standards. Furthermore, Midland National Life assures you that this filing meets the provisions of Rule & Regulation 19, Regulation 49, and Arkansas Code Ann. 23-79-138.

Endorsement Form AR163A-1 provides a Monthly Point-to-Point Index Crediting Method. Upon approval, this endorsement will be available on new issues of our individual flexible premium annuity contracts, which were previously approved by your department. This form may be available on any new flexible premium annuity contracts approved by your department in the future.

Endorsement Form AR221A-1 provides a Monthly Point-to-Point Index Crediting Method. Upon approval, this endorsement will be available on new issues of our individual single premium annuity contracts, which were previously approved by your department. This form may be available on any new single premium annuity contracts approved by your department in the future.

If you have questions concerning this filing, please contact me.

## Company and Contact

### Filing Contact Information

Stacy Reece, Product Analyst sreece@mnlife.com  
4601 Westown Parkway, Suite 300 515-440-5536 [Phone]  
West Des Moines, IA 50266 515-440-5599 [FAX]

### Filing Company Information

Midland National Life Insurance Company CoCode: 66044 State of Domicile: Iowa  
525 W. Van Buren Street Group Code: 431 Company Type: Life and Annuity  
Chicago, IL 60607 Group Name: State ID Number:  
(800) 800-3656 ext. [Phone] FEIN Number: 46-0164570

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No  
Fee Explanation: \$50.00 per form

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Product Name: AR163A-1 - MPP-Cap Endorsement  
Project Name/Number: AR163A-1 - MPP-Cap Endorsement/AR163A-1 - MPP-Cap Endorsement  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Midland National Life Insurance Company	\$100.00	02/04/2011	44401391

SERFF Tracking Number: NALH-127001864 State: Arkansas  
Filing Company: Midland National Life Insurance Company State Tracking Number: 47897  
Company Tracking Number: AR163A-1  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: AR163A-1 - MPP-Cap Endorsement  
Project Name/Number: AR163A-1 - MPP-Cap Endorsement/AR163A-1 - MPP-Cap Endorsement

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/16/2011	02/16/2011

*SERFF Tracking Number:* NALH-127001864      *State:* Arkansas  
*Filing Company:* Midland National Life Insurance Company      *State Tracking Number:* 47897  
*Company Tracking Number:* AR163A-1  
*TOI:* A071 Individual Annuities - Special      *Sub-TOI:* A071.001 Equity Indexed  
*Product Name:* AR163A-1 - MPP-Cap Endorsement  
*Project Name/Number:* AR163A-1 - MPP-Cap Endorsement/AR163A-1 - MPP-Cap Endorsement

## **Disposition**

Disposition Date: 02/16/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NALH-127001864 State: Arkansas  
 Filing Company: Midland National Life Insurance Company State Tracking Number: 47897  
 Company Tracking Number: AR163A-1  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: AR163A-1 - MPP-Cap Endorsement  
 Project Name/Number: AR163A-1 - MPP-Cap Endorsement/AR163A-1 - MPP-Cap Endorsement

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Actuarial Memorandum and Exhibits		No
Supporting Document	Readability Certification		Yes
Form	Monthly Point to Point with Cap Index Account Endorsement		Yes
Form	Monthly Point to Point with Cap Index Account Endorsement		Yes

SERFF Tracking Number: NALH-127001864 State: Arkansas  
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## Form Schedule

### Lead Form Number: AR163A-1

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	AR163A-1	Policy/Cont Monthly Point to ract/Fratern Point with Cap Index al Account Certificate: Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.700	AR163A-1_Index Monthly Pt 2 Pt - CAP_FINAL 01.19.11.pdf
	AR221A-1	Policy/Cont Monthly Point to ract/Fratern Point with Cap Index al Account Certificate: Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.000	AR221A-1_Index Monthly Pt 2 Pt- CAP_FINAL_ 01.19.11.pdf



**A Stock Company**

Principal Office: 4350 Westown Parkway, West Des Moines, IA 50266 ♦ (515) 440-5500  
Executive Office: One Sammons Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

## **MONTHLY POINT-TO-POINT WITH CAP INDEX ACCOUNT ENDORSEMENT**

This Endorsement is a part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. This Endorsement will be effective upon issuance of the Contract.

### **BENEFIT**

This Endorsement adds a Monthly Point to Point with Cap (MPP-Cap) Index Account to Your Contract. You may allocate premium to this Index Account according to the Allocation of Premiums section of this Endorsement. You may transfer Your money to or from this Index Account according to the Transfers section of this Endorsement.

### **DEFINITIONS**

**Index Account:** An Account which will earn an Interest Credit, based upon changes in the index(es) listed on the Additional Benefits Specifications Page.

**Index Account Value:** The value of this Index Account. The calculation of this Index Account Value is further explained in the Calculations Section of this Endorsement.

**Interest Credit:** The interest credited to this Index Account. This Interest Credit is calculated according to the Calculations section of this Endorsement. Any Interest Credit will be added to this Index Account at the end of each Contract Year.

**Index Cap Rate:** This Index Cap Rate is used in the calculation of the Interest Credit, as described in this Endorsement. This Rate is declared on the Issue Date and guaranteed for the duration shown on the Additional Benefits Specifications Page. The Index Cap Rate for future durations will be declared on each Contract Anniversary and guaranteed for the following Contract Year. The guaranteed minimum Index Cap Rate is shown on the Additional Benefits Specifications Page.

**Index Value:** The Index Value on any trading day is the closing value on the previous trading day associated with the index shown on the Additional Benefits Specifications Page. The Index Value on any non-trading day is the Index Value associated with the previous trading day. If publication of the appropriate index is discontinued, or the calculation is substantially changed, We may substitute a suitable index and notify You.

**Minimum Fixed Account Allocation:** We may require You to allocate a certain percentage of Your Initial Premium to the Fixed Account and that You maintain a minimum percentage of Your Accumulation Value in the Fixed Account on each Contract Anniversary. The Minimum Fixed Account Allocation percentage, if any, is shown on the Additional Benefits Specifications Page.

**Minimum Transfer Amount:** The minimum amount of each transfer to or from this Index Account, as shown on the Additional Benefits Specification page.

**Monthly Index Date:** The Monthly Index Date is the same day in each month as the date of the Contract Anniversary. If the Monthly Index Date for a given month does not exist, the Monthly Index Date for that month will be the last calendar day of the month.

**Monthly Index Return:** The percentage increase or decrease in the index between Monthly Index Dates, not to be greater than the Index Cap Rate. The calculation of the Monthly Index Return is described in the Calculations section of this Endorsement.

## **CALCULATIONS**

### **CALCULATION OF THE INDEX ACCOUNT VALUE:**

The Index Account Value equals:

- 1) The total Initial Premium allocated to all available indexes for this Index Account; plus or minus
- 2) Any transfers of this Index Account; less
- 3) Any Gross Partial Surrender Amounts from this Index Account; plus
- 4) Any Interest Credits for each available Index.

### **CALCULATION OF THE INTEREST CREDIT:**

The Interest Credit, for each available index, equals:

- 1) The sum of the Monthly Index Returns for the 12 months since the last Contract Anniversary; multiplied by
- 2) The total of:
  - a) The Index Account Value allocated to that index on the last Contract Anniversary; plus or minus
  - b) Any transfers on the last Contract Anniversary of this Index Account allocated to that index; less
  - c) Any Gross Partial Surrender Amounts from this Index Account allocated to that index during the Contract Year.

### **For each month in a Contract Year, the Monthly Index Return equals:**

- 1) The Index Value for the Monthly Index Date, minus the Index Value for the immediately preceding Monthly Index Date; divided by
- 2) The Index Value for the immediately preceding Monthly Index Date; adjusted
- 3) To be not greater than the Index Cap Rate.

The Interest Credit will not be less than zero.

## **ALLOCATIONS AND TRANSFERS**

**Allocation of Premiums:** You must select the portion of Your Initial Premium to be allocated to this Index Account.

All subsequent premiums received during a Contract Year will be allocated to the Fixed Account. On each Contract Anniversary, We will allocate any premiums received since the prior Contract Anniversary to this Index Account according to Your most recent instructions.

The percentage of the Accumulation Value allocated to the Fixed Account must satisfy any Minimum Fixed Account Allocation requirements shown on the Additional Benefits Specification Page. On each Contract Anniversary, We reserve the right to reallocate Your Contract's Accumulation Value on a pro-rata basis in the event that the percentage of Your Accumulation Value that is allocated to the Fixed Account is less than the Minimum Fixed Account Allocation percentage shown on the Additional Benefits Specifications Page.

**Transfers:** You may request a transfer to or from this Index Account or among the available index(es), to be effective on the next Contract Anniversary, subject to the following:

- 1) We must receive Your Written Notice requesting a transfer at least five business days prior to the Contract Anniversary.
- 2) The amount transferred cannot be less than the Minimum Transfer Amount shown on the Additional Benefits Specifications Page.
- 3) We reserve the right to require You to maintain at least an amount equal to the Minimum Fixed Account Allocation percentage of Your Contract's Accumulation Value in the Fixed Account after any transfer request.

We will also declare the current interest rate for any amounts transferred to the Fixed Account.

#### **FIXED ACCOUNT**

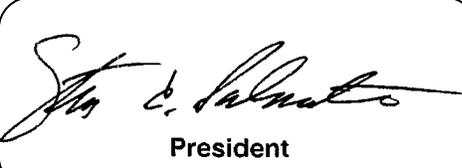
The following replaces the Fixed Account Value section of the Contract to which this Endorsement is attached.

**Fixed Account Value:** The Fixed Account Value equals:

- 1) Your Fixed Account Initial Premium; plus
- 2) Any subsequent premium; plus or minus
- 3) Any transfers of the Fixed Account; less
- 4) Any Gross Partial Surrender Amount(s); plus
- 5) Interest credited at the current interest rate.

#### **TERMINATION**

This Endorsement terminates upon termination of the benefits of the Contract to which it is attached.

  
President

  
Secretary



## **MONTHLY POINT-TO-POINT WITH CAP INDEX ACCOUNT ENDORSEMENT**

This Endorsement is a part of the Contract to which it is attached and is subject to all of the provisions of that Contract, except as otherwise stated herein. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. This Endorsement will be effective upon issuance of the Contract.

### **BENEFIT**

This Endorsement adds a Monthly Point to Point with Cap (MPP-Cap) Index Account to Your Contract. You may allocate premium to this Index Account according to the Allocation of Premium section of this Endorsement. You may transfer Your money to or from this Index Account according to the Transfers section of this Endorsement.

### **DEFINITIONS**

**Index Account:** An Account which will earn an Interest Credit, based upon changes in the index(es) listed on the Additional Benefits Specifications Page.

**Index Account Value:** The value of this Index Account. The calculation of this Index Account Value is further explained in the Calculations Section of this Endorsement.

**Index Cap Rate:** This Index Cap Rate is used in the calculation of the Interest Credit, as described in this Endorsement. This Rate is declared on the Issue Date and guaranteed for the duration shown on the Additional Benefits Specifications Page. The Index Cap Rate for future durations will be declared on each Contract Anniversary and guaranteed for the following Contract Year. The guaranteed minimum Index Cap Rate is shown on the Additional Benefits Specifications Page.

**Index Value:** The Index Value on any trading day is the closing value on the previous trading day associated with the index shown on the Additional Benefits Specifications Page. The Index Value on any non-trading day is the Index Value associated with the previous trading day. If publication of the appropriate index is discontinued, or the calculation is substantially changed, We may substitute a suitable index and notify You.

**Interest Credit:** The interest credited to this Index Account. This Interest Credit is calculated according to the Calculations section of this Endorsement. Any Interest Credit will be added to this Index Account at the end of each Contract Year.

**Minimum Fixed Account Allocation:** We may require You to allocate a certain percentage of Your Premium to the Fixed Account and that You maintain a minimum percentage of Your Accumulation Value in the Fixed Account on each Contract Anniversary. The Minimum Fixed Account Allocation percentage, if any, is shown on the Additional Benefits Specifications Page.

**Minimum Transfer Amount:** The minimum amount of each transfer to or from this Index Account, as shown on the Additional Benefits Specification page.

**Monthly Index Date:** The Monthly Index Date is the same day in each month as the date of the Contract Anniversary. If the Monthly Index Date for a given month does not exist, the Monthly Index Date for that month will be the last calendar day of the month.

**Monthly Index Return:** The percentage increase or decrease in the index between Monthly Index Dates, not to be greater than the Index Cap Rate. The calculation of the Monthly Index Return is described in the Calculations section of this Endorsement.

## **CALCULATIONS**

### **CALCULATION OF THE INDEX ACCOUNT VALUE:**

The Index Account Value equals:

- 1) The Premium allocated to all available indexes for this Index Account; plus or minus
- 2) Any transfers of this Index Account; less
- 3) Any Gross Partial Surrender Amounts from this Index Account; plus
- 4) Any Interest Credits for each available Index.

### **CALCULATION OF THE INTEREST CREDIT:**

The Interest Credit, for each available index, equals:

- 1) The sum of the Monthly Index Returns for the 12 months since the last Contract Anniversary; multiplied by
- 2) The total of:
  - a) The Index Account Value allocated to that index on the last Contract Anniversary; plus or minus
  - b) Any transfers on the last Contract Anniversary of this Index Account allocated to that index; less
  - c) Any Gross Partial Surrender Amounts from this Index Account allocated to that index during the Contract Year.

### **For each month in a Contract Year, the Monthly Index Return equals:**

- 1) The Index Value for the Monthly Index Date, minus the Index Value for the immediately preceding Monthly Index Date; divided by
- 2) The Index Value for the immediately preceding Monthly Index Date; adjusted
- 3) To be not greater than the Index Cap Rate.

The Interest Credit will not be less than zero.

## **ALLOCATIONS AND TRANSFERS**

**Allocation of Premium:** You must select the portion of Your Premium to be allocated to this Index Account.

The percentage of the Accumulation Value allocated to the Fixed Account must satisfy any Minimum Fixed Account Allocation requirements shown on the Additional Benefits Specification Page. On each Contract Anniversary, We reserve the right to reallocate Your Contract's Accumulation Value on a pro-rata basis in the event that the percentage of Your Accumulation Value that is allocated to the Fixed Account is less than the Minimum Fixed Account Allocation percentage shown on the Additional Benefits Specifications Page.

**Transfers:** You may request a transfer to or from this Index Account or among the available index(es), to be effective on the next Contract Anniversary, subject to the following:

- 1) We must receive Your Written Notice requesting a transfer at least five business days prior to the Contract Anniversary.
- 2) The amount transferred cannot be less than the Minimum Transfer Amount shown on the Additional Benefits Specifications Page.
- 3) We reserve the right to require You to maintain at least an amount equal to the Minimum Fixed Account Allocation percentage of Your Contract's Accumulation Value in the Fixed Account after any transfer request.

We will also declare the current interest rate for any amounts transferred to the Fixed Account.

**FIXED ACCOUNT**

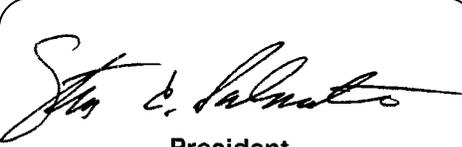
The following replaces the Fixed Account Value section of the Contract to which this Endorsement is attached.

**Fixed Account Value:** The Fixed Account Value equals:

- 1) Your Fixed Account Premium; plus or minus
- 2) Any transfers of the Fixed Account; less
- 3) Any Gross Partial Surrender Amount(s); plus
- 4) Interest credited at the current interest rate.

**TERMINATION**

This Endorsement terminates upon termination of the benefits of the Contract to which it is attached.

  
President

  
Secretary

SERFF Tracking Number: NALH-127001864 State: Arkansas  
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Company Tracking Number: AR163A-1  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: AR163A-1 - MPP-Cap Endorsement  
Project Name/Number: AR163A-1 - MPP-Cap Endorsement/AR163A-1 - MPP-Cap Endorsement

## Supporting Document Schedules

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

See template below for Flesch Cert. See the Filing Description for all other certifications.

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Application

**Comments:**

We will use previously approved application 11292Y, approved by your department October 3, 2007

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Readability Certification

**Comments:**

**Attachment:**

ReadabilityCert\_01.26.11.pdf

CERTIFICATE OF READABILITY  
**Midland National Life Insurance Company**

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Name of Company

This is to certify that the forms listed below are in compliance with state readability requirements.

A. Option Selected

- 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is listed below.
- 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below:
- 3. Form and Form Numbers to which Certification is Applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Monthly Point to Point with Cap Index Account Endorsement	AR163A-1	50.7
Monthly Point to Point with Cap Index Account Endorsement	AR221A-1	51.0

Test Option Selected

- 1. Test was applied to entire policy form(s).
- 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

C. Standards for Certification

A checked block indicates the standard has been achieved:

- 1. The policy text achieves a minimum score of 45 on the Flesch reading ease test in accordance with the option chosen in Section A above.
- 2. It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages, schedules and tables.)
- 3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.
- 4. The section titles are captioned in bold face type or otherwise stand out significantly from the text.
- 5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.
- 6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.
- 7. A table of contents or an index of the principle sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages.)

This certification must be signed by an officer of the insurer.

Signature \_\_\_\_\_.

Date January 26, 2011

Mike Yanacheak  
Officer's Name

2<sup>nd</sup> Vice President, Product Development  
Officer's Title