

SERFF Tracking Number: MCHX-G127108904 State: Arkansas  
 Filing Company: OM Financial Life Insurance Company State Tracking Number: 48385  
 Company Tracking Number: API-1013(02-11)  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: API-1013(02-11) Ind Flexible Premium Deferred Annu  
 Project Name/Number: API-1013(02-11) Ind Flexible Premium Deferred Annuity - OM Financial Life Insurance Company/API-1013(02-11) Ind Flexible  
 Premium Deferred Annuity - OM Financial Life Insurance Company

## Filing at a Glance

Company: OM Financial Life Insurance Company

Product Name: API-1013(02-11) Ind Flexible Premium Deferred Annu SERFF Tr Num: MCHX-G127108904 State: Arkansas  
 TOI: A02I Individual Annuities- Deferred Non-Variable SERFF Status: Closed-Approved-Closed State Tr Num: 48385  
 Sub-TOI: A02I.002 Flexible Premium Co Tr Num: API-1013(02-11) State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird  
 Author: SPI McHughConsulting Disposition Date: 04/06/2011  
 Date Submitted: 04/01/2011 Disposition Status: Approved-Closed  
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: API-1013(02-11) Ind Flexible Premium Deferred Annuity - OM Financial Life Insurance Company Status of Filing in Domicile: Pending

Project Number: API-1013(02-11) Ind Flexible Premium Deferred Annuity - OM Financial Life Insurance Company Date Approved in Domicile:  
 Requested Filing Mode: Review & Approval Domicile Status Comments:  
 Explanation for Combination/Other: Market Type: Individual  
 Submission Type: New Submission Individual Market Type:  
 Overall Rate Impact: Filing Status Changed: 04/06/2011  
 State Status Changed: 04/06/2011

Deemer Date: Created By: SPI McHughConsulting  
 Submitted By: SPI McHughConsulting Corresponding Filing Tracking Number:  
 Filing Description:

Due to the length of the filing description and tables embedded in it, please see attach cover letter. Thank you.

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: MCHX-G127108904 State: Arkansas  
 Filing Company: OM Financial Life Insurance Company State Tracking Number: 48385  
 Company Tracking Number: API-1013(02-11)  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
 Variable  
 Product Name: API-1013(02-11) Ind Flexible Premium Deferred Annu  
 Project Name/Number: API-1013(02-11) Ind Flexible Premium Deferred Annuity - OM Financial Life Insurance Company/API-1013(02-11) Ind Flexible  
 Premium Deferred Annuity - OM Financial Life Insurance Company

Tim Hager, Compliance Project Specialist mcr@mchughconsulting.com  
 McHugh Consulting Resources, Inc. 215-230-7960 [Phone]  
 2005 South Easton Road, Suite 207 215-230-7961 [FAX]  
 Doylestown, PA 18901

**Filing Company Information**

(This filing was made by a third party - McHughConsulting)

OM Financial Life Insurance Company	CoCode: 63274	State of Domicile: Maryland
1001 Fleet Street	Group Code: 2598	Company Type:
Baltimore, MD 21202	Group Name:	State ID Number:
(410) 895-0091 ext. [Phone]	FEIN Number: 52-6033321	

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$1,125.00  
 Retaliatory? Yes  
 Fee Explanation: MD charges \$125 per form. 9 form x \$125 = \$1,125.00.  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
OM Financial Life Insurance Company	\$1,125.00	04/01/2011	46175234

SERFF Tracking Number: MCHX-G127108904 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	04/06/2011	04/06/2011

SERFF Tracking Number: MCHX-G127108904 State: Arkansas  
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## Disposition

Disposition Date: 04/06/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Submission Letter		Yes
Supporting Document	Authorization Letter		Yes
Supporting Document	Statement of Variability - API-1013(02-11), Statement of Variability - AAPP-1000(02-11), Statement of Variability - ARI-1006(02-11), Statement of Variability - ARI-1007(02-11), Statement of Variability - ARI-1008(02-11), Statement of Variability - A, ...		Yes
Form	Flexible Premium Deferred Annuity Policy		Yes
Form	Deferred Annuity Application		Yes
Form	Home Health Care Rider		Yes
Form	Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider		Yes
Form	Enhanced Guaranteed Minimum Withdrawal Benefit Rider		Yes
Form	Guaranteed Minimum Death Benefit Rider		Yes
Form	Enhanced Guaranteed Minimum Death Benefit Rider		Yes
Form	Free Surrender Partial Withdrawal Rider		Yes

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## Form Schedule

### Lead Form Number: API-1013(02-11)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	API-1013(02-11)	Policy Jacket	Flexible Premium Deferred Annuity Policy	Initial		63.000	AR-API-1013(02-11)-Final.PDF
	AAPP-1000(02-11)	Application/ Enrollment Form	Deferred Annuity Application	Initial		53.000	AAPP-1000(02-11) Annuity Application Final 3-9-11.PDF
	ARI-1006(02-11)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Home Health Care	Initial		51.000	ARI-1006(02-11) HHC Rider Final 3-9-11.PDF
	ARI-1007(02-11)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider	Initial		62.000	ARI-1007(02-11) PtP Fixed Dec Rate on Gain Cred Opt Rider Final 3-31-11.PDF
	ARI-1008(02-11)	Policy/Cont ract/Fratern	Guaranteed Minimum Withdrawal	Initial		45.000	ARI-1008(02-11) GMWB

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11)	al	Benefit Rider			Rider Final 3-9-11.PDF
		Certificate:			
		Amendmen			
		t, Insert			
		Page,			
		Endorseme			
		nt or Rider			
ARI-1009(02-11)	Policy/Cont	Enhanced	Initial	44.000	ARI-1009(02-11) EGMWB
	ract/Fratern	Guaranteed			Rider Final 3-9-11.PDF
11)	al	Minimum Withdrawal			
		Certificate: Benefit Rider			
		Amendmen			
		t, Insert			
		Page,			
		Endorseme			
		nt or Rider			
ARI-1010(02-11)	Policy/Cont	Guaranteed	Initial	50.000	ARI-1010(02-11) GMDB
	ract/Fratern	Minimum Death			Rider Final 3-9-11.PDF
11)	al	Benefit Rider			
		Certificate:			
		Amendmen			
		t, Insert			
		Page,			
		Endorseme			
		nt or Rider			
ARI-1011(02-11)	Policy/Cont	Enhanced	Initial	51.000	ARI-1011(02-11) EGMDB
	ract/Fratern	Guaranteed			Rider Final 3-31-11.PDF
11)	al	Minimum Death			
		Certificate: Benefit Rider			
		Amendmen			
		t, Insert			
		Page,			
		Endorseme			
		nt or Rider			
ARI-1012(02-11)	Policy/Cont	Free Surrender	Initial	45.000	ARI-1012(02-11) FSPW
	ract/Fratern	Partial Withdrawal			

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Premium Deferred Annuity - OM Financial Life Insurance Company

11) al Rider Rider Final 3-  
Certificate: 9-11.PDF  
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t, Insert  
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Endorseme  
nt or Rider

OM FINANCIAL LIFE INSURANCE COMPANY

A STOCK COMPANY

Home Office: Baltimore, Maryland

**FLEXIBLE PREMIUM DEFERRED ANNUITY**

This policy is issued in consideration of the application and payment of the initial premium. The premium(s) and any interest credited thereon accumulate until the Maturity Date but no later than the Maturity Date. Upon the Maturity Date you must start receiving annuity payments pursuant to the **Annuity Payments** provision in the **Annuity Benefits** section. If you annuitize after the fifth policy anniversary we will apply the greater of the account value or the minimum guaranteed surrender value to the annuity option then in effect. If you annuitize before the fifth policy anniversary we will apply the greater of the surrender value or the minimum guaranteed surrender value to the annuity option then in effect.

READ YOUR POLICY CAREFULLY. This policy is part of a legal Contract between the Owner and the Company. It is evidence of Your benefits under the policy. Its terms are contained on this page and those which follow.

**RIGHT TO EXAMINE.** If you decide not to keep this policy, return it within 10 days (or longer if required by state law) after you receive it. If the policy is a replacement policy, you have a minimum of thirty (30) days (or longer if required by state law) beginning on the date the policy is delivered or issued for delivery to return it. The policy may be returned to any of our agents or it may be mailed to us. The return of this policy will void it from the beginning. Any premium paid will be refunded within 10 days of our receipt of this policy.

The credited interest rate for the fixed interest option is guaranteed for the time period shown on the Information page.

**YOU HAVE PURCHASED AN ANNUITY POLICY. CAREFULLY REVIEW THIS POLICY FOR LIMITATIONS. CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY KNOWN AS A SURRENDER CHARGE.**

**Nonparticipating: dividends are not payable.**

Signed for the Company.



John A Phelps  
President]



Eric Marhoun  
Secretary]

AGENT NAME AND ADDRESS:

(If applicable)

Countersigned at:

City: \_\_\_\_\_ State: \_\_\_\_\_ Date: \_\_\_\_\_

By Agent: \_\_\_\_\_

**NOTICE TO OWNER:** If you have questions, or need information about this policy, or need assistance in resolving a complaint, please call us at 1-888-513-8797 (or write us at OM Financial Life Insurance Company – Service Center; P.O. Box 81497; Lincoln, NE 68501-81497.) You may also contact the Arkansas Insurance Department Consumer Services Division at 1200 West Third Street; Little Rock, AR 72201 (1-800-852-5494.)

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# INFORMATION

Policy Number: [0000000]		
Owner(s) Name(s): [John Doe] [Mary Doe]	Birth Date(s): [February 01, 1971]	
Annuitant(s) Name(s): [John Doe] [Mary Doe]	Birth Date(s): [February 01, 1971]	Date of Issue: [December 1, 2010] Policy Anniversary: [December 1 <sup>st</sup> ]

Beneficiary: Beneficiary is as named in the application or in the most recent beneficiary change sent to our home office.

(Second named annuitant, if any, is the joint or contingent annuitant, as applicable.)

Annuity Option: Option 2. Life Income With A Guaranteed Period Of 10 Years (This annuity option is described in the annuity benefits section.)  
Maturity Date: December 1, 2071

Interest Crediting Option(s)	Initial Premium Allocated	Index Interest Crediting Period	Cap*	Participation Rate In Index Interest Formula*	MGSV Accumulation Interest Rate	Initial Premium Vesting Bonus Allocation <sup>1</sup>
[One-Year S&P 500 Annual Point-to-Point	\$10,000	1	3% annual cap	100%	3%	1000]
[Two-Year S&P 500 Point-to-Point	\$10,000	2	3% biennial	100%	3%	1000]
[Three-Year S&P 500 Point-to-Point	\$10,000	3	3% triennial	100%	3%	1000]
[One Year S&P 500 Monthly Average	\$10,000	1	3% monthly cap	100%	3%	1000]
[Two-Year S&P 500 Monthly Average	\$10,000	2	3% monthly cap	100%	3%	1000]
[One Year S&P 500 Monthly Point to Point	\$10,000	1	1% monthly cap	100%	3%	1000]
[One-Year S&P 500 Gain Interest Annual Point-to-Point**	\$10,000	1	N/A	N/A	3%	1000]
Fixed Interest Option ***	\$10,000	NA	NA	NA	3%	1000]
Total Account Value/Initial Premium Paid:	\$80,000					8000]

\* The cap and/or participation rates are declared in advance and guaranteed for the index interest crediting period.

\*\* [Index Gain Interest Rate:[ X%]]

\*\*\* Any premium allocation to the fixed interest option will be credited with an effective annual interest rate of [1.5%] from [December 1, 2010 through November 30, 2011]. The guaranteed minimum effective annual interest rate is [3%] for each policy year until the Maturity Date. We may, at our discretion, declare current credited interest rates in excess of the guaranteed minimum rate. Any additional premiums paid into the fixed interest option will be credited with the then current credited interest rate.

[Guaranteed Minimum Withdrawal Benefit Rider (GMWB): The Income Base is the greater of initial premium plus [18%] bonus and premium growing for a period up to [10] years or until the Withdrawal Period begins at a rate of [7.25%] compound interest.]

[Guaranteed Withdrawal Percentage is based on the annuitant's age as follows: age 50-59 4%; 60-69 5%; 70-79 6%; 80-89 7%; and 90+ 8%.]

[Guaranteed Withdrawal Percentage is based on the joint annuitants age as follows: age 50-59 3%; 60-69 4%; 70-79 5%; 80-89 6%; and 90+ 7%]

[Enhanced Guaranteed Withdrawal Percentage is based on the annuitants age as follows: age 50-59 4%; 60-69 5%; 70-79 6%; 80-89 7%; and 90+ 8% ]

[Enhanced Guaranteed Withdrawal Percentage is based on the joint annuitants age as follows: age 50-59 3%; 60-69 4%; 70-79 5%; 80-89 6%; and 90+ 7% ]

[Enhanced Multiplier: [XXX%]]

[Rider Withdrawal Payments reduce the vested account value.]

[Guaranteed Minimum Death Benefit Rider (GMDB): Initial premium plus premium bonus growing, up to [10] years or until age 85 at a rate of [5%] simple interest.]

[Enhanced Guaranteed Minimum Death Benefit Rider (EGMDB): Initial premium plus premium bonus growing, up to [10] years or until age 85, at a rate of [5%] simple interest;

or

The greater of initial premium plus [18%] bonus and premium growing for a period up to [10] years or until the Withdrawal Period under the (EGMWB) begins at a rate of [7.25%] compound interest.]

## INFORMATION (Cont'd)

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### Rider Charges:

[GMWB Rider Charge: X% annually] [EGMWB Rider Charge: X% annually]

[GMDB Rider Charge: X% annually] [EGMDB Rider Charge: X annually]

Surrender Charges														
[Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
14.75%	13.75%	12.75%	11.75%	10.75%	10%	9%	8%	7%	6%	5%	4%	3%	2%	0%

Vesting Schedule													
[Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
7%	14%	21%	29%	36%	43%	50%	57%	64%	71%	79%	86%	93%	100%

<sup>1</sup>An initial premium bonus of [8%] is credited to the initial premium at issue. The Bonus Account Value vests according to the above vesting schedule. At the end of the vesting period, the Bonus Account Value is fully vested.]

### **Riders and Endorsements Attached:**

[Monthly Point-to-Point Fixed Interest Crediting Option Rider, OM MPTP 2008]

[Monthly Average Fixed Indexed Interest Crediting Option Rider, OM MA2 2008]

[Point-to-Point Fixed Indexed Interest Crediting Option Rider, OM PTP2 2008]

[Death of Owner Rider, FGL DOO1 (2003)]

[Terminal Illness Rider, FGL TI 1 (2003)]

[Unemployment Rider, FGL UE 1(2003)]

[Nursing Home Rider, FGL NH 1 (2003)]

[Free Surrender Partial Withdrawal Rider, FGL FS-PW-FLEX (2001)]

[Vesting Bonus Rider, OM VB (10-07)]

[Home Health Care Rider, ARI-1006(02-11)]

[Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider, ARI-1007(02-11)]

[Guaranteed Minimum Withdrawal Benefit Rider, ARI-1008(02-11)]

[Enhanced Guaranteed Minimum Withdrawal Benefit Rider, ARI-1009(02-11)]

[Guaranteed Minimum Death Benefit, ARI-1010(02-11)]

[Enhanced Guaranteed Minimum Death Benefit Rider ARI-1011(02-11)]

The information regarding the owner, beneficiary, annuitant, annuity option, and annuity date is subject to any change submitted and on record.

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## DEFINITIONS

### Age

Any provisions referring to age mean the age at the last birthday.

### Annuitant

The natural person on whose life the amount and duration of annuity payments depend. A joint annuitant or a contingent annuitant is a second person on whose life the amount and duration of annuity payments may depend. The annuitant may not be changed on or after the Maturity Date.

### Annuity Option

One of the annuity options described in the **Annuity Benefits** section.

### Beneficiary

The person last named by the Owner or his or her designee to receive the proceeds upon the death of the Owner. The beneficiary or contingent beneficiary may also become the Owner of this policy as described under the **Death of Owner** provision in the **Death Benefit** section.

### Code

The Internal Revenue Code, as amended. All references in this policy or in any attached rider, to any section of the Code or regulations include any amended or successor sections or regulations, as appropriate or required.

### Date of Issue

The date of issue is shown on the information page. Policy months, years, and anniversaries are measured from this date.

### Interest-Bearing Account

When this policy describes any amounts which are payable by us, whether it is for surrenders, withdrawals, annuity payments, or a lump-sum death benefit, at our option, those payments may be made into an interest-bearing account established in the name of the Owner, payee or recipient, as appropriate. The Owner, payee or recipient, as appropriate, will be able to withdraw all or part of the proceeds in this account at any time. This does not apply to payments which are requested to be made to companies other than us. You may contact us for any information regarding this account. You may also request that we do not place the payments into this account.

### Maturity Date

Is the last date this policy can remain in force. The Maturity Date is shown on the Information page. This date is fixed and cannot be extended under any circumstances. Upon this date you must start receiving annuity payments pursuant to **Annuity Payments** provision in the **Annuity Benefits** section.

### Nonnatural Person

A corporation, trust, estate, partnership, or other non-individual.

### Owner

The person named in the application or in the most recent change on record entitled to Ownership rights stated in this policy. "Owner" includes any person who succeeds to the Ownership rights of this policy under the **Death of Owner** provision in the **Death Benefits** section.

### Premiums

The initial premium is paid on the date of issue. At any time before the annuity date, additional premiums may be made in an amount equal or greater than \$2,000. The additional premiums are paid into the fixed interest option's account value initially.

### Policy Anniversary

The policy anniversary is the day and month that coincide with the date of issue in subsequent years after issue. References to the "prior policy anniversary" during the first year following the date of issue shall be deemed to refer to the date of issue.

### We, Our, Us, Company

OM Financial Life Insurance Company.

### Written Request

A request written to us and received by us on a form satisfactory to us.

### You, Your

The Owner.

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## GENERAL PROVISIONS

Any reference to annuitant, joint annuitant, beneficiary, contingent beneficiary, irrevocable beneficiary, Owner, contingent owner, and/or payee, may include multiple persons.

### Assignment

We will not be responsible for the validity or sufficiency of any assignment. To be binding on us, an executed assignment must be by written request and consented to by any irrevocable beneficiary. Your rights and any beneficiary's interest will be subject to the assignment. Assignment of this policy may subject you to income and gift tax. Assignments, unless otherwise specified by the owner, shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by the company prior to receipt of the assignment.

### Changes to Policy

After we receive and record a written request for a change in Owner, annuitant, or beneficiary, the change will take effect on the date the request was originally signed, even if the Owner who signed the request has since died. The change will be subject to any payments made or actions taken by us before the written request for change was received and recorded.

We may require the return of this policy for endorsement or otherwise in the event of a change in Owner, annuitant, beneficiary, annuity option, or other change. We reserve the right to issue a revised Information page in the event of any change to this policy.

### Compliance With Internal Revenue Code

This policy will be interpreted in a manner consistent with the requirements of the Code section 72(s).

We reserve the right to amend this policy from time to time to comply with any changes in the Code, regulations issued thereunder, and administrative rulings. Any such amendment will be promptly mailed to you at your last known address. We do not accept responsibility for the tax treatment of this policy. You should consult your tax advisor.

### Conformity With Statutes

If any provision in this policy is in conflict with the laws of the state which govern this policy, the provision will be deemed to be amended to conform with such laws.

### Entire Contract

The entire Contract consists of:

- This policy;
- The application, a copy of which is attached and made a part of this policy; and
- All amendments, endorsements, riders or revised Information page(s) which are attached to or mailed to your last known address.

All statements made by the applicant for the issuance of the contract shall, in the absence of fraud, be deemed representations and not warranties. Only the President, the Secretary, or a Vice President in our Home Office can agree to change or waive any provisions which are part of the entire Contract. The change or waiver must be in writing.

### Incontestability

We will not contest this policy after the date of issue, except as provided in the **Misstatement of Birth Date** provision.

### Notification of Death

The death of any Owner or annuitant must be reported to us immediately. We are entitled to recover immediately any overpayments made because of a failure to notify us of any such death. We are not responsible for any incorrect payments which result from a failure to immediately notify us of the death of any Owner or annuitant. From time to time we may require proof that the Owner or annuitant is still alive and may withhold any payments until such proof is received by us.

### Payments

All payments may be made into an interest-bearing account. However, you may by written request, receive all payments by check or draft. They will be sent to the recipient's last known address.

### Protection of Benefits

Only you can assign, encumber, or pledge any benefit paid under this policy. To the extent permitted by law, no benefit paid, or to become payable, will be subject to any claim or process of law by any creditor.

### Qualified Plans

This Contract is subject to a retirement plan providing special tax treatment for individual owned qualified plans. Examples might include IRA, Roth IRA, SEP IRA, or other similar type of plan.

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## OWNERSHIP

### Ownership Rights

During your lifetime, you may:

- Exercise any of the rights under this policy.
- Assign this policy.
- Subject to our agreement, change or amend this policy.

The **Death of Owner** provision in the **Death Benefit** section describes to whom Ownership of this policy will pass at the death of an Owner.

### Joint Owners

Two natural persons may be named as Joint Owners. They will own this policy as joint tenants with rights of survivorship. While both are alive, each must sign any written request made under this policy.

### Change of Owner

You may change ownership of this policy by written request. Changes in Owner designation, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by the company prior to receipt of the notice. The new Owner's age may not exceed our then current underwriting requirements for new policy issues. A change in Ownership of this policy may have tax consequences. Please consult a tax advisor.

## BENEFICIARY

### Change of Beneficiary

Before the Maturity Date, you may change the beneficiary or any contingent beneficiary by written request. On or after the Maturity Date, you may change the beneficiary or contingent beneficiary by written request if the annuity option in effect is annuity option 1, 2, 5, or 7.

Changes in Beneficiary, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by the company prior to receipt of the change. A beneficiary named irrevocably may not be changed without the written consent of that beneficiary.

### Payment to Beneficiary

Before making any payment, we may require evidence as to the identity, age, and other facts about any person or class designated as the beneficiary. We are entitled to make payments based on that evidence. Unless otherwise instructed, if there is more than one beneficiary, then any proceeds payable will be distributed equally among the beneficiaries.

## POLICY VALUES

### Account Value

The policy's account value before the Maturity Date consists of the fixed interest option's account value plus any other account value(s) which may be issued and attached by rider. The total account value is the sum of all of the account values.

### Surrender Value

For a full surrender, the surrender value is the greater of:

- Total account value, less surrender charges; or
- Total minimum guaranteed surrender value.

### Minimum Guaranteed Surrender Value

A minimum guaranteed surrender value is the minimum amount you will receive if you surrender in full.

At any time before the Maturity Date, the minimum guaranteed surrender value is the sum of the following:

- 87.5% of the premiums applied to the account value; plus
- Interest credited daily at the MGSV Accumulation Interest Rate shown on the information page; plus
- Any minimum guaranteed surrender value reallocated from other options; less
- Any amounts previously surrendered from the minimum guaranteed surrender value accumulated at the MGSV Accumulation Interest Rate shown on the information page; less
- Any minimum guaranteed surrender value reallocated to other options; less
- Any rider charges.

The minimum guaranteed surrender value from all of the account value option(s) is summed up to get the total minimum guaranteed surrender value.

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## POLICY VALUES (Cont'd)

### Guaranteed Minimum Effective Annual Interest Rate

The guaranteed minimum effective annual interest rate will not be lower than 1.00% or higher than 3.00%. The rate is equal to the average of the 5-year Constant Maturity Treasury (CMT) rate from the first day of each month of the past twelve months as of the month prior to issue, (e.g. the minimum rate for May issued annuities is determined by the above average as of April 1<sup>st</sup>), rounded to the nearest 5 basis points, less 125 basis points. The rate is set at issue and remains constant for the life of the annuity.

### MGSV Accumulation Interest Rate

The MGSV accumulation interest rate will be between 1.00% and 3.00%. The rate is equal to the average of the 5-year Constant Maturity Treasury (CMT) rate from the first day of each month of the past twelve months as of the month prior to issue, (e.g. the minimum rate for May issued annuities is determined by the above average as of April 1<sup>st</sup>), rounded to the nearest 5 basis points, less 125 basis points. The rate is set at issue and remains constant for the life of the annuity.

### Basis of Policy Values

All benefits and values equal or exceed those required by the state in which the policy is delivered.

### Notice of Policy Values

At least once each year, we will send you a report of your current annuity values.

## FIXED INTEREST

### Fixed Interest Option

All premiums paid must be allocated to the fixed interest option or to any other available account value option which may be issued and attached by rider. Premiums may be reallocated from the fixed interest account value option on policy anniversaries only, in increments of no less than \$2,000. The amount remaining in the option's account value after that reallocation must be either zero, or at least \$2,000. Notification of reallocation must be received 2 days prior to the policy anniversary.

### Fixed Interest Option Account Value

The fixed interest option's account value before the Maturity Date equals all premium(s) allocated to this option; plus interest credited; less any amounts previously surrendered, including surrender charges thereon, less rider charges, if any; plus any adjustments for reallocations.

### Fixed Interest Crediting

Interest is credited daily and applied to the fixed interest option's account value from the date of issue at a rate which is never less than the guaranteed minimum effective annual interest rate as shown on the information page. The information page shows the effective annual interest rate which is credited and the period for which the rate is guaranteed. We will determine and fix in advance a current effective annual interest rate applicable to the option's account value. The rate credited to the option's account value will not be changed more often than once in any 12 month period. Any additional premiums received in a given policy year will be credited with the same interest rate being credited to the option's account value. Current effective annual interest rates may vary based on factors such as the date the premium is received or the date a new rate applies to the option's account value.

## SURRENDERS

### Partial Surrender

Before the Maturity Date, you may surrender a part of the account value. Any surrender charges will be deducted from that value.

A partial surrender, including any charge thereon, may not reduce the account value to less than \$2,000. Such surrenders may be made:

- On a scheduled monthly, quarterly, semi-annual, or annual systematic basis, in an amount of at least \$100 per surrender.
- On an unscheduled basis no more than four times in a policy year, in an amount of at least \$500 per surrender.

You may withdraw from any of the account value option(s) or a combination of any of the account value option(s). If no election is made, we will withdraw an equal percentage from all of the account value options.

### Full Surrender

Before the Maturity Date, this policy may be surrendered in full for its surrender value. The amount paid will equal the surrender value as of the date we receive your written request.

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## SURRENDERS (Cont'd)

### Surrender Charge

A surrender charge may be imposed on withdrawals, at death, and in calculating annuity payments. The surrender charge equals the surrender factor for the appropriate policy year, as shown on the information page, multiplied by the amount of the account value withdrawn. The account value withdrawn consists of the amount paid upon a surrender request, or applied to an annuity option, and the surrender charge thereon.

### Waiver of Surrender Charge

If payments under an annuity option begin after the fifth policy anniversary, the surrender charge will not apply to the account value.

### Surrender Requirements

We will require:

- Your written request.
- Return of the policy to us for a full surrender.

### Deferral of Payment

After making written request and receiving the written approval of the commissioner, we may defer payment, of the surrender, for a period not to exceed six (6) months after we receive the request for surrender of the contract and as long as such deferral does not cause the policy to violate section 72(s) of the Code.

## DEATH BENEFIT

### Death of Owner

Ownership Succession. At your death, ownership of this policy will pass to the person(s) living on the date of your death in the order which follows:

- Surviving joint Owner, if any.
- Beneficiary.
- Contingent beneficiary.
- Estate of the last Owner to die.

If more than one natural person succeeds to the ownership rights of this policy, then such persons will own this policy as joint Owners. Any instructions or designations of the prior Owner(s) will continue unless changed in accordance with this policy by the succeeding Owner(s).

Death Before Maturity Date. If you die before the Maturity Date, the successor Owner(s) must fully surrender and receive a distribution of the entire proceeds of this policy within 5 years of your death except that:

- If a natural person continues or succeeds to ownership of this policy, such person may begin receiving annuity payments with respect to that person's proportionate interest within 1 year from the date of your death (or within any longer period of time permitted under the Code), provided annuity payments are distributed over such person's life or over a period not extending beyond the life expectancy of such person; and
- If the spouse (as defined under the Code) of the first Owner to die continues or succeeds to Ownership of this policy, he or she is not required to surrender his or her proportionate interest in the policy or receive any payments until the Maturity Date or, if earlier, until such spouse's death, in which case the **Death of Owner** provision will apply.

Death on or After Maturity Date. No distribution, other than annuity payments as scheduled, will be made if you die on or after the Maturity Date unless you were also the last surviving annuitant, in which case this section's **Death of Annuitant** provision will apply.

### Death of Annuitant

Death Before Maturity Date. Except as provided in this section's **Special Annuitant Rules for Nonnatural Owners** provision, no distribution is required nor will any death benefit be paid if an annuitant dies before the Maturity Date unless the deceased annuitant is also an Owner, in which case this section's **Death of Owner--Death Before Maturity Date** provision will apply. If the last remaining annuitant dies before the Maturity Date, then the current Owner or Owner's designee will become the annuitant.

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## DEATH BENEFIT (Cont'd)

Death on or After Maturity Date. At the death of the Annuitant(s) on or after the Maturity Date, the death benefit, if any, will be as described for the annuity option in effect. No death benefit will become payable until you notify us of the death of the annuitant(s), provide us with the required proof of death and other information, and, if required, return this policy to us. A death benefit will not be paid under annuity options 3, 4, or 6, or after the guaranteed benefits have been paid. Any death benefit due will be paid to the person(s) living on the date of such death in the order which follows:

- Owner(s) or surviving joint Owner, if any.
- Beneficiary.
- Contingent beneficiary.
- Estate of the last Owner to die.

The recipient of any death benefit may name one or more persons to receive any remaining death benefit after such recipient's death. If no such beneficiary is named, any unpaid portion of the death benefit will be paid to the deceased recipient's estate. The death benefit may be paid in the form of a lump sum or the remaining guaranteed annuity payments, as scheduled instead of in a lump sum. Except for a death benefit under annuity option 7, any lump sum payment will be equal to the commuted value. The commuted value is determined by discounting the remaining guaranteed annuity payments at an annually compounded interest rate(s) which is (are) 1% more than the rate(s) used by us to determine those payments. The 1% increase in the discount rate(s) results in a decrease in the value received. The commuted value will always be less than the sum of the remaining guaranteed annuity payments. The commuted value will be calculated as of the date such payment will be made.

Any election to receive a form of payment other than that provided under the annuity option in effect must be made within 60 days of the date the death benefit first becomes payable; such amounts must also be paid within the time period required under section 72(s) of the Code.

### Special Rules for Nonnatural Owners

If a Nonnatural Person is named as Owner, then this policy must be fully surrendered and the entire amount distributed within 5 years of:

- The death, if before the Maturity Date, of the annuitant or a joint annuitant; or
- A change in the annuitant or joint annuitant.

## ANNUITY BENEFITS

### Annuity Payments

The annuity payments will:

- Start no later than at the end of the first payment period following the Maturity Date.
- Be paid to the order of the Owner(s) or his or her (their) designee.
- Be paid on a monthly, quarterly, semi-annual, or annual basis, as chosen by you before payments begin.
- Cease at the death of all annuitants, in which case the **Death of Annuitant--Death on or After Maturity Date** provision in the **Death Benefit** section may apply.

### Annuity Payment Amount

The amount of annuity payments, less any applicable state or federal premium taxes, will depend on the:

- Date your annuity payments begin. If you annuitize after the fifth policy anniversary, it is the greater of the account value and the minimum guaranteed surrender value. If you annuitize before the fifth policy anniversary, it is the greater of the surrender value and the minimum guaranteed surrender value;
- Annuity option chosen;
- Payment frequency chosen; and
- Age of the annuitant(s).

The annuity payments will not be less than those reflected in the **Table of Guaranteed Monthly Payments**.

### Misstatement of Birth Date

Before making any annuity payment, we may require proof of each annuitant's birth date. If the birth date of any annuitant is misstated, we will adjust the amount to be paid by us. It will be that which would have been paid if the correct birth date had been stated.

For misstatements which result in underpayments, we will include the full amount of the underpayment in our next payment; and add interest of 6% per year to that payment.

For misstatements which result in overpayments, we will spread the full amount of the overpayment over the remaining guaranteed payment period, if any, or 10 years, whichever is less; deduct a level portion of that amount from each of those future payments; and charge interest of 6% per year against the balance of the amount overpaid.

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## ANNUITY BENEFITS (Cont'd)

### **Maturity Date**

The Maturity Date is the date upon which this policy matures and by operation of its terms you must start receiving annuity payments pursuant to the

**Annuity Payments** provision in the **Annuity Benefits** section. The Maturity Date is fixed and may not be later than the policy anniversary following the annuitant's (or the oldest annuitant's if a second annuitant is named) 100<sup>th</sup> birthday. Under no circumstances will the Company extend the Maturity Date beyond the date shown on the information page. The Maturity Date is shown on the Information page.

### **Annuity Options**

There are seven annuity options. You may elect to receive payments under any annuity option described in the policy or under any other annuity option which we may then offer. Unless another annuity option and payment frequency are requested before the Maturity Date, monthly payments will be made under:

- Annuity option 2 with a guaranteed period of 10 years, if there is only one annuitant.
- Annuity option 5 with 50% joint annuitant payments and a guaranteed period of 10 years, if there is a second annuitant.

We reserve the right to pay your account value in a lump sum if the amount to be applied to the annuity option is less than \$2,000; or any payment would be less than \$20.

### **Descriptions of Annuity Options**

Descriptions of the annuity options follow. The tables of guaranteed payments follow. Any fixed or guaranteed periods under annuity options 1, 2, and 5 may not be less than 5 years nor more than 25. Any reduced rates under annuity options 4, 5, and 6 following the death of an annuitant must be based on whole percentages and in no case may be less than 25% of the joint life income amount.

#### **Annuity Option 1 - Income for a Fixed Period**

Payments are guaranteed for the number of years and months chosen. If the annuitant dies before the end of the fixed period, a death benefit, consisting of a lump sum amount equal to the commuted value, will be paid. The recipient of the death benefit may elect to receive the remaining guaranteed annuity payments, as scheduled, instead of the commuted value.

#### **Annuity Option 2 - Life Income With a Guaranteed Period**

Payments are guaranteed for the number of years chosen. If the annuitant is alive at the end of the guaranteed period, payments will continue for as long as the annuitant is alive. If the annuitant dies before the end of the guaranteed period the remaining guaranteed annuity payments, as scheduled, will be paid.

#### **Annuity Option 3 - Life Income**

Payments will be made for as long as the annuitant is alive. No payments will be made after the annuitant's death.

#### **Annuity Option 4 - Joint and Contingent Life Income**

Payments will be made for as long as either the annuitant or contingent annuitant is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and contingent annuitant are alive.
- Continue to be paid in that amount during the annuitant's lifetime at the contingent annuitant's death.
- Continue to be paid after the death of the annuitant at the reduced rate requested and for as long as the contingent annuitant survives.
- Cease at the death of both the annuitant and contingent annuitant.

#### **Annuity Option 5 - Joint and Survivor Income With Guaranteed Period**

Payments are guaranteed for the number of years chosen. If either the annuitant or joint annuitant is alive at the end of the guaranteed period, payments will continue for as long as either is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and joint annuitant are alive.
- Continue to be paid after the death of either annuitant at the rate requested and for so long as the remaining annuitant survives.

If the annuitant and joint annuitant die before the end of the guaranteed period the remaining guaranteed annuity payments, as scheduled will be paid.

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## ANNUITY BENEFITS (Cont'd)

### Annuity Option 6 - Joint and Survivor Life Income

Payments will be made for as long as either the annuitant or joint annuitant is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and joint annuitant are alive.
- Continue to be paid after the death of either annuitant at the rate requested and for so long as the remaining annuitant survives.
- Cease at the death of both the annuitant and joint annuitant.

### Annuity Option 7 - Life Income With Lump Sum Refund at Death

Payments will be made for as long as the annuitant is alive. If the annuitant dies before the total amount of the payments made equals the value applied to this annuity option (less any applicable state or federal premium tax deductions), a death benefit, consisting of a lump sum equal to such value (less any applicable state or federal premium tax deductions) less any annuity payments previously made, will be paid.

## TABLES OF GUARANTEED MONTHLY PAYMENTS\*

[Amount for Each \$1,000 Applied]

### [Annuity Option 1. Income for a Fixed Period]

Period (Years)	Payment	Period (Years)	Payment	Period (Years)	Payment
5	\$17.31	8	\$11.06	15	\$6.20
6	14.53	9	9.90	20	4.82
7	12.54	10	8.97	25	3.99]

### [Annuity Option 2. Life Income With a Guaranteed Period]

Number of Payments for a Guaranteed Period											
Age	120	180	240	Age	120	180	240	Age	120	180	240
50	\$3.23	\$3.20	\$3.15	60	\$4.09	\$3.98	\$3.80	66	\$4.85	\$4.58	\$4.22
55	3.61	3.55	3.46	61	4.20	4.07	3.87	67	5.00	4.69	4.28
56	3.70	3.63	3.53	62	4.32	4.17	3.94	68	5.15	4.80	4.34
57	3.79	3.71	3.59	63	4.44	4.27	4.01	69	5.31	4.90	4.40
58	3.88	3.80	3.66	64	4.57	4.37	4.08	70	5.47	5.01	4.45
59	3.98	3.89	3.73	65	4.71	4.48	4.15	75	6.35	5.50	4.66]

### [Annuity Option 3. Life Income]

Age	Payment	Age	Payment
50	\$3.26	63	\$4.56
55	3.65	64	4.72
56	3.74	65	4.88
57	3.84	66	5.05
58	3.94	67	5.23
59	4.05	68	5.43
60	4.17	69	5.63
61	4.29	70	5.86
62	4.42	75	7.21]

## TABLES OF GUARANTEED MONTHLY PAYMENTS (Cont'd)\*

### [Annuity Option 4. Joint Life Income With 50% Contingent Annuitant Payments

Annuitant Age	Contingent Annuitant					
	50	55	60	65	70	75
50	\$2.97	\$3.04	\$3.11	\$3.16	\$3.19	\$3.22
55	3.18	3.29	3.39	3.47	3.53	3.58
60	3.40	3.56	3.70	3.84	3.95	4.03
65	3.66	3.86	4.06	4.26	4.45	4.60
70	3.93	4.18	4.45	4.74	5.03	5.29
75	4.22	4.52	4.86	5.26	5.68	6.10]

### [Annuity Option 5. Joint and 50% Survivor Life Income With a 10 Year Guaranteed Period

Annuitant Age	Contingent Annuitant					
	50	55	60	65	70	75
50	\$3.13	\$3.30	\$3.50	\$3.74	\$4.01	\$4.32
55	3.30	3.49	3.72	3.98	4.29	4.65
60	3.50	3.71	3.97	4.27	4.63	5.05
65	3.72	3.97	4.26	4.61	5.03	5.53
70	3.98	4.26	4.60	5.01	5.50	6.09
75	4.24	4.57	4.96	5.44	6.02	6.73]

### [Annuity Option 6. Joint and 50% Survivor Life Income Payments

Annuitant Age	Joint Annuitant					
	50	55	60	65	70	75
50	\$3.13	\$3.30	\$3.50	\$3.74	\$4.01	\$4.32
55	3.30	3.49	3.72	3.98	4.30	4.66
60	3.50	3.71	3.97	4.27	4.63	5.06
65	3.72	3.97	4.27	4.62	5.04	5.55
70	3.98	4.26	4.60	5.02	5.52	6.13
75	4.25	4.57	4.97	5.45	6.06	6.80]

### [Annuity Option 7. Life Income With Lump Sum Refund at Death

Age	Payment	Age	Payment	Age	Payment
50	\$3.00	60	\$3.63	66	\$4.15
55	3.28	61	3.70	67	4.25
56	3.35	62	3.79	68	4.35
57	3.41	63	3.87	69	4.46
58	3.48	64	3.96	70	4.58
59	3.55	65	4.05	75	5.24]

[\*For ages, periods, and rates not shown, we will furnish the amount of payment on request. The guaranteed monthly payments are based on a [1.5%] effective annual interest rate and the US Annuity 2000 Table; male mortality shown. ]

## FLEXIBLE PREMIUM DEFERRED ANNUITY





**Annuity Application**

Product: \_\_\_\_\_ [ \_\_\_\_\_ ]

I (We) have read the statements made in this application. To the best of my (our) knowledge and belief, the statements made are complete, true, and correctly recorded. I (We) understand that: a copy of this application may form a part of any annuity issued; the annuity will not take effect until delivered to the Owner; no agent has the authority to modify any annuity issued; and **there are terms, conditions, charges, and fees for any optional rider selected.**

I (We) understand that I (We) have applied for an indexed annuity. I (We) have received a copy of the Company's disclosure material for this annuity. I (We) understand that: while the values of the annuity may be affected by an external index, the annuity does not directly participate in any stock, bond, or equity investments; any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties; and the annuity describes how the minimum guaranteed surrender values and indexed interest credits are calculated.

I (We) understand that the Company offers indexed annuity products with different features and benefits. I (We) can also apply for any of those products by contacting the Company or one of its agents.

**Signature(s)**

If the annuity is issued with a market value adjustment rider, the cash surrender values may increase or decrease based on a market value adjustment prior to the date or dates specified in the annuity; the market value adjustment applies when the surrender charge applies.

I (We) certify, under penalties of perjury, that I am a (we are) U.S. Citizen(s) or resident(s) of the U.S. (includes U.S. resident aliens) and that the taxpayer identification number(s) is (are) correct. I (We) understand that federal law requires all financial institutions to obtain identity information in order to verify my (our) identity(ies) and I (we) authorize its use for this purpose. This information includes, but is not limited to, the name(s), residential address(es), date(s) of birth, Social Security or taxpayer identification number(s), and any other information necessary to sufficiently verify identity(ies). I (We) understand that failure to provide this information could result in the application being rejected. Third party sources may be used to verify the information provided.

Signed at: Any state Date: 4/1/11

Signature(s) of Owner(s): Jane Doe

Signature(s) of Annuitant(s): \_\_\_\_\_

Does the applicant have an existing life or annuity policy? | Yes | No  
To the best of your knowledge, does this application replace or change existing life insurance or annuities? | Yes | No

**Agent**

I attest that I have witnessed all signatures. I certify that the Company's disclosure material has been presented to the applicant and a copy was provided to the applicant. I have not made any statements which differ from this material nor have I made any guarantees or promises about the expected future values of the indexed annuity. I have received a copy of, have carefully read and complied with the applied for fixed indexed annuity's training manual.

I have verified the identity of the Owner, joint Owner, annuitant and joint annuitant through an examination of a state or federal government photo identification card provided by the Owner, joint Owner, annuitant or joint annuitant such as a driver's license or passport.

Agent's Signature: Any Agent Date: 4/1/11

Print Agent's Name: Any Agent OM Financial Life Agent #: 236564

Agent's License No. (required only in FL): \_\_\_\_\_

Agent's Phone No.: ( 321 ) 555-5555

Agent's Fax No.: ( 321 ) 555-5543

Agent's Email Address: anyagent@anyagent.com

# Home Health Care Rider

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This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The following new provisions are added to the Contract. This rider will supercede any conflicting provisions of the Contract.

**Benefit** If the Annuitant requires Home Health Care Services and a partial or a full surrender of the Contract is made by You; no surrender charge will be deducted from the account value(s). The surrender value will equal the sum of the account value(s) of any options surrendered. If the minimum guaranteed surrender value is greater than the account value which was surrendered, the minimum guaranteed surrender value will be paid.

## Definitions

### Activities of Daily Living:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
- Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
- Transferring: moving into and out of a bed, chair or wheelchair;
- Toileting: getting to and from the toilet, getting on and off the toilet and performing related personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag);
- Eating: feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Annuitant. The annuitant's name as shown on the Contract's information page

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.

Home Health Care Agency. An agency licensed to primarily engage in providing Home Health Care Services under applicable state law. The agency has policies that are established by a group of professional personnel including a full time administrator and at least one physician and one registered nurse who maintains clinical records on all patients.

Home Health Care Services. Nursing care received in the Annuitant's residence from a licensed Home Health Care Agency. Home Health Care services includes, but is not limited to, part-time and intermittent skilled nursing services, home health aid services, physical therapy, occupational therapy, or speech therapy and audiology services, and medical social services by a social worker. Home Health Care Services must be required due to Impairment in two (2) of the six (6) Activities of Daily Living.

Impaired/Impairment. The inability to perform two (2) of the six (6) Activities of Daily Living without the physical assistance of another person; or the presence of another person within arm's reach to prevent, by physical intervention, injury to the Annuitant while performing the two (2) of the six (6) Activities of Daily Living.

Physician. A doctor of medicine who is:

- Duly qualified;
- Licensed in the United States of America; and
- Performing within the scope of his or her license

A Physician must not be: You; the Annuitant; the brother, sister, parent, spouse, or child of either You or the Annuitant or any spouse of any of the above.

You, Your. The Owner of the Contract.

We, Our, Company. OM Financial Life Insurance Company

## Home Health Care Rider (Cont'd)

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<b>Effective Date</b>	This rider's effective date is the Contract's date of issue.
<b>Written Request</b>	<p>We will require a written request for the Benefit. A written request for the Benefit must be accompanied by documentation from the Annuitant's attending Physician providing sufficient detail as to the Annuitant's Impairment that requires Home Health Care services.</p> <p>We reserve the right to request documentation, as least annually, from the annuitant's attending Physician of the annuitants continued inability to perform two (2) of six (6) Activities of Daily Living</p>
<b>Home Health Care Conditions</b>	<p>The annuitant qualifies for this benefit if:</p> <ul style="list-style-type: none"><li>• Home Health Care Services begin at least 1 year after the Contract date of issue;</li><li>• Impairment in two (2) of the six (6) Activities of Daily Living has continued for at least 60 consecutive days;</li><li>• The surrender is made while Annuitant is receiving Home Health Care Services;</li><li>• Satisfactory written proof is received, at our home office, that the annuitant is unable to perform, at least two (2) of the (6) Activities of Daily Living and that the annuitant's Impairment requires need for Home Health Care Services; and</li><li>• Impairment is expected to last 90 days from date of request.</li></ul>
<b>Nonparticipating</b>	Dividends are not payable.
<b>Termination of Rider</b>	The rider will terminate when the Contract ends.

Signed for the Company.

### OM Financial Life Insurance Company

[



John A. Phelps  
President]

# Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider

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This rider is a part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

## Definitions

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.

Index. The Index is the [Standard & Poor's 500 Composite Stock Price Index (which excludes dividends)] or the ["Dow Jones Industrial Average <sup>SM</sup> (which excludes dividends)] as applicable. [The applicable Index is shown on the Information page.]

You, Your. The Owner of the Contract.

## Effective Date

If this rider is attached on the Contract's date of issue, the rider's effective date is the Contract's date of issue. If this rider is attached after the Contract's date of issue, the rider is effective at the beginning of the next index crediting period.

## Benefit

The purpose of this rider is to provide one or more fixed indexed interest crediting options that are in addition to any fixed interest crediting option in your Contract. Once this rider is attached, the Contract will offer one or more account value options with fixed indexed based interest return. The options offered under this rider shall be hereafter referred to as "the option" or "this option."

Any interest is credited at the end of the index crediting period on the index crediting date. The index interest credit is calculated by using a formula that takes into account the point-to-point values of an index at the beginning and end of the index crediting period. The index gain interest rate is declared annually and applies for a one (1) year period. The Information page shows the index crediting options available on the rider's effective date and any allocated initial premium, index, index crediting period and the index gain interest rate for the option. The index gain interest rate shown on the information page is for the first contract year only.

## Cost of Rider

There is no charge or fee for this rider.

## Account Value

This option's account value equals any premium allocated to this option, plus any interest credits, less any amounts previously surrendered from the option's account value, including any surrender charges thereon, less rider charges, if any, plus any adjustments for reallocations.

## Premiums

After the initial premium, all premium payments will be allocated to the fixed interest crediting option in your Contract. You may reallocate account value into and out of this option as described below. All allocations and reallocations of any account value into and out of this option's account value are subject to any changes, limitations, and suspensions that are in effect.

## Reallocation of Account Value

### Value Being Moved Out of Option

On any index crediting date and after any index interest credits are applied, the account value may be moved to any other option(s) in amounts of at least [\$0.00-\$50,000]. The amount remaining in the option's account value after that reallocation must be either zero, or at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

### Value Being Moved Into Option

On any Contract anniversary, you may move account value into this option in amounts of at least [\$0.00-\$50,000]. You must notify us of any reallocation at least 30 days prior to the Contract anniversary.

## Allocation/Reallocation Limitations

The Company may decide to change, limit, or suspend any further allocations or reallocations. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the next index crediting date for each index crediting period. At that time, you may request that we allocate this option's account value according to your election. If no election is made and if the change, limitation, or suspension requires a reallocation of account value out of the option, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated. We will notify you once the option is no longer limited or suspended.

# Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider (Cont'd)

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## **[Interest Payable at Death**

If an owner dies before the [Annuity Date]/ [Maturity Date] and the Contract is fully surrendered prior to the next index crediting date, we will apply an index interest credit to the account value. The index interest credit will be calculated as if the date of death was an index crediting date, but the Contract years and anniversaries will not change. After applying such index interest credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the Contract for the period following the date of death until the date of full surrender.

The Company may decide to change, limit, or suspend the partial index interest credit at death. We will notify you at least 30 days prior to such change, limitation, or suspension. Any change, limitation, or suspension is effective on the date stated in our notice. We will notify you once the partial index interest credit at death is no longer limited or suspended.]

## **Index Interest Credit**

The index interest credit is the amount of interest credited to this option's account value on the index crediting date. Any index interest credits are applied as interest based on the index gain interest rate for the crediting period. If the index value at the end of the index crediting period is greater than the index value at the beginning of the index crediting period then the index interest credit is determined by multiplying the index gain interest rate by the total of the option's account value on the prior index crediting date less any amounts surrendered including any applicable surrender charges, less rider charges, if any, plus any adjustments for reallocations during the index crediting period that just ended. If the index value at the end of the index crediting period is less than or equal to the index value at the beginning of the index crediting period then the index interest credit will be zero.

The index interest credit will never be less than zero.

## **Index Crediting Period**

The index crediting period is the period over which the performance of any Index is assessed to determine any potential index interest credit. The applicable index crediting period is shown on the Information page. An index crediting period begins on the rider's effective date or on a Contract anniversary.

## **Index Crediting Date**

The date on which the index interest credit occurs. This date is at the end of the index crediting period and falls on a Contract anniversary.

## **Index Value**

The index value on any specified date is the closing value of the selected Index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. Subject to obtaining prior written approval from the Insurance Commissioner, if required by law of the state where the rider is delivered, if publication of the selected Index is discontinued, or if we are unable to utilize it, or if the index gain interest rate is substantially changed, we will substitute a suitable alternative Index and notify you at your last known address.

## **Index Gain Interest Rate**

The index gain interest rate is the percentage rate that is applied at the end of the index crediting period on the index crediting date which takes in to account the current index value compared to the index value from the prior index crediting date. As shown on the information page, any applicable index gain interest rate is declared by the Company at the beginning of the index crediting period and is guaranteed for that index crediting period. The index gain interest rate will never be less than [1.00%] for an index crediting period.

## **Index Change**

The index change is calculated on each index crediting date and is used to determine any interest credited if applicable. The index change equals any change in the index value on the current index crediting date compared to the index value on the prior index crediting date.

# Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider (Cont'd)

## Point-to-Point

The index value is captured on the index crediting date and is compared to the index value from the prior index crediting date to determine if the index interest option's account value will be credited with the index gain interest rate. If at the end of the period there is any increase in the index value, the index interest option's account value will be credited with the index gain interest rate. If at the end of the period there is a decrease or no change in the index value then there will be no credit to the index interest option's account.

Hypothetical examples are shown below. The Information page in your issued Contract shows the applicable index crediting period and index gain interest rate

**[One-Year Hypothetical Example:** Assume the Contract is effective at the beginning of month 1, and the index gain interest rate is 7.00% the Contract's months and index values are as follows:

Beginning of Month	Index Value
1	1000
2	1010
3	1020
4	1030
5	1040
6	1050
7	1060
8	1070
9	1080
10	1090
11	1100
12	1110
13	1120

The index value at the beginning of month 13 is compared to the index value at the beginning of month 1. The index change is any movement in the index value at the beginning of month 13 compared to the index value at the beginning of month 1. The index gain interest rate of 7.00% is credited to index account value since at the end of the index crediting period, month 13, there was an increase in the index value. If at the end of the period there is a decrease or no change in the index value then there will be no credit to the index interest option's account.

**[Two-Year Hypothetical Example:** Assume the Contract is effective at the beginning of month 1, and the index option's index gain interest rate is 16.00% and the contract's months and index values are as follows:

Beginning of Month	Index Value	Beginning of Month	Index Value
1	1000	14	1130
2	1010	15	1140
3	1020	16	1150
4	1030	17	1160
5	1040	18	1170
6	1050	19	1180
7	1060	20	1190
8	1070	21	1200
9	1080	22	1210
10	1090	23	1220
11	1100	24	1230
12	1110	25	1240
13	1120		

The index value at the beginning of month 25 is compared to the index value at the beginning of month 1. The index change is the index value at the beginning of month 25 minus the index value at the beginning of month 1. The index gain interest rate of 16.00% is credited to the index account value since at the end of the Crediting Period, month 25, there was an increase in the index value. If at the end of the period there is a decrease or no change in the index value then there will be no credit to the index interest option's account.

# Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider (Cont'd)

**[Three -Year Hypothetical Example:** Assume the Contract is effective at the beginning of month 1, and the index option's index gain interest rate is 28.00% and the contract's months and index values are as follows:

Beginning of Month	Index Value	Beginning of Month	Index Value	Beginning of Month	Index Value
1	1000	14	1130	27	1260
2	1010	15	1140	28	1270
3	1020	16	1150	29	1280
4	1030	17	1160	30	1290
5	1040	18	1170	31	1300
6	1050	19	1180	32	1310
7	1060	20	1190	33	1320
8	1070	21	1200	34	1330
9	1080	22	1210	35	1340
10	1090	23	1220	36	1350
11	1100	24	1230	37	1360
12	1110	25	1240		
13	1120	26	1250		

The index value at the beginning of month 37 is compared to the index value at the beginning of month 1. The index change is the index value at the beginning of month 37 minus the index value at the beginning of month 1. The index gain interest rate of 28.00% is credited to index account value since at the end of the crediting period; month 37, there was an increase in the index value. If at the end of the period there is a decrease or no change in the index value then there will be no credit to the index interest option's account.

## **Surrender Value**

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value.

For any partial surrender, the surrender value is the option's account value less surrender charges.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

If the surrender occurs between the index crediting dates, the surrender value will not include any interest index credits for the current index crediting period.

## **Minimum Guaranteed Surrender Value**

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the Contract to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the information page.

## **[Annuity Date]/ [Maturity Date]**

If the [annuity date]/[maturity date] is between the index crediting dates, the annuity payment will not include any index interest credits for the current index crediting period.

## **Nonparticipating**

Dividends are not payable.

## **Termination of Rider**

The rider will terminate on the date the Contract terminates or on the date stated in our written notice of termination, which we will mail to you at least 30 days prior to the termination date. In no event, we will terminate the rider prior to the end any index crediting period that is in effect when we give notice. If we terminate the rider, you may request that we allocate this option's account value according to your election. If no election is made, we will allocate this option's account value proportionately across the remaining options in which you have account value allocated.

# Point to Point Fixed Declared Rate on Index Gain Crediting Option Rider (Cont'd)

ANY INDEX INTEREST CREDITS ARE CREDITED AT THE END OF THE INDEX CREDITING PERIOD ON THE INDEX CREDITING DATE AND ARE BASED ON AN INDEX GAIN INTEREST RATE THAT TAKES INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE INDEX. THE CONTRACT VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CONTRACT DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

## Index

### [S&P 500 Index

The Index is used for calculating any index interest credit. The Index that will be used is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

**S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.]**

### [Dow Jones Index

The Index is used for calculating any index interest credit. The Index that will be used is the Dow Jones Industrial Average (which excludes dividends). "Dow Jones Industrial Average <sup>SM</sup>", and "DJIA <sup>SM</sup>" are service marks of Dow Jones & Company, Inc. Dow Jones has no relationship to OM Financial Life Insurance Company, other than the licensing of the Dow Jones Industrial Average (DJIA) and its service marks for use in connection with the Contract.

Dow Jones does not:

- Sponsor, endorse, sell or promote the Contract.
- Recommend that any person invest in the Contract or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Contract.
- Have any responsibility or liability for the administration, management or marketing of the Contract. Consider the needs of the Contract or the Owners of the Contract in determining, composing or calculating the Dow Jones Industrial Average or have any obligation to do so.
- Dow Jones will not have any liability in connection with the Contract. Specifically, Dow Jones does not make any warranty, express or implied, and Dow Jones disclaims any warranty about:
  - The results to be obtained by the Contract, the Owner of the Contract or any other person in connection with the use of Dow Jones will have no liability for any errors, omissions or interruptions in the Dow Jones Industrial Average or its data;
  - The accuracy or completeness of the Dow Jones Industrial Average and its data ;
  - The merchantability and the fitness for a particular purpose or use of the Dow Jones Industrial Average and its data;
  - The Dow Jones Industrial Average and the data included in the Dow Jones Industrial Average;

Under no circumstances will Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if Dow Jones knows that they might occur.]

Signed for the Company.

**OM FINANCIAL LIFE INSURANCE COMPANY**

[



John A Phelps  
President]

# Guaranteed Minimum Withdrawal Benefit Rider

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This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

## Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Excess Withdrawal. Any amount withdrawn in excess of the Guaranteed Withdrawal Payment. An Excess Withdrawal will decrease the Income Base.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn each Contract year during the Withdrawal Period without causing a reduction in the Income Base. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or because of Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the information page that is determined at the start of the Withdrawal Period and at Step-up and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Income Base. The value used to determine the Guaranteed Withdrawal Payment. If this rider's effective date is on the date of Contract issue, the Income Base is equal to the greater of the initial premium paid plus any [Income Base Bonus], or premium growing for up to [10] years with compound interest at a rate shown on Your Contract information page. If this rider's effective date is after the Contract issue date, the Income Base is equal to the Account Value growing up to [10] years with compound interest; at a rate shown on Your Contract information page.

The Income Base will be adjusted proportionally for any withdrawals previously taken.

[Income Base Bonus. A percentage of the Income Base that is added as additional interest to the Income Base on the effective date of this rider. The percentage of additional interest is shown in the Contract's information Page.]

Rider Withdrawal Payment. The amount the Owner elects to withdraw each Contract year.

Roll-up Rate. The annual accrual rate of the Income Base during the Accumulation Period. The Income Base is guaranteed to roll-up at a specified interest rate for [10] years, or until withdrawals begin under the rider, if earlier. The minimum guaranteed Roll-up Rate and the Roll-up Rate for the initial guarantee period are shown on the information page.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

Withdrawal Period. The period during which Rider Withdrawal Payments are made. At commencement of the Withdrawal Period, the Accumulation Period ends. Note that partial withdrawals made during the Accumulation Period per the Contract do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is not a

## Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

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natural person. Joint annuitants are not allowed on any Contract to which this rider is attached unless the joint annuitants are spouses and the Contract is structured to allow for spousal continuation. Annuitants may not be changed or added after the Withdrawal Period begins.

**Effective Date** This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

**Benefit** This rider provides a guaranteed income while allowing the Owner access to the Account Value. Payments may be annually, semi-annually, quarterly or monthly and must be \$100 or larger. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants), then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract and reduce the Account Value.

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is based on the age of the younger annuitant and is determined from the Guaranteed Withdrawal Percentages shown on the information page.

**Excess Withdrawal** If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment, the Excess Withdrawal amount equals the excess of the Rider Withdrawal Payments over the Guaranteed Withdrawal Payment available for the Contract Year.

The Income Base is reduced due to Excess Withdrawals. The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered Excess Withdrawals.

**Increase in Income Base** The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur on each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-up.

The Income Base can also increase during the Accumulation Period when the policyholder contributes additional premiums.

**Decrease in Income Base** During the Accumulation Period the contract's Income Base may be reduced if a partial withdrawal is taken.

The Income Base after a partial withdrawal will equal the Income Base multiplied by the partial withdrawal adjustment.

The partial withdrawal adjustment equals the ratio of the account value after the partial withdrawal to the account value before the partial withdrawal.

**Withdrawal Period** When the Owner is eligible for this rider benefit, the Withdrawal Period begins when the Owner elects to take Rider Withdrawal Payments. When the Withdrawal Period begins, the Income Base increases to the Account Value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.

## Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

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**Termination of Rider** This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner (or annuitant, if a nonnatural person is the Owner) to die except as provided under Spousal Continuation below; transfer of ownership during the Withdrawal Period; and the date You request this rider be terminated.

Other than as described in Contract Maturity, this rider has no surrender value or other non-forfeiture benefit upon termination.

**Rider Charge** The charge for this rider is equal to the rider charge percentage shown on your Contract information page, multiplied by the Income Base on the contract anniversary.

**Contract Maturity** When the Contract reaches the maximum [Annuity Date] / [Maturity Date] permitted under the Contract, the Owner has the following options:

- The Owner may elect income for life with no guaranteed period, based on the life of the annuitant(s) upon whose life Guaranteed Withdrawal Payments were based, such that the Annuity Payment Amount is the greater of the Annuity Payment Amount that would be provided under the base Contract for that annuitization option, and the Guaranteed Withdrawal Payment. If the rider is in the Accumulation Period, the Guaranteed Withdrawal Payment will be equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. Upon the date of death of the annuitant, all payments cease.
- The Owner may choose another annuity option per the Contract, and the Annuity Payment Amount will be based on the Contract's Account Value at the time of annuitization.

**Spousal Continuation** This rider will terminate in the event of spousal continuation except as provided in this provision. References to "Owner" include "annuitant" where a nonnatural person is the Owner. If the rider is in the Accumulation Period on the date of the original Owner's death, this rider will continue if the original Owner's spouse continues the Contract. Annuitant(s) must be designated as permitted in the definition of "You." If the rider is in the Withdrawal Period on the date of the original Owner's death, this rider will continue if 1) the original Owner's spouse continues the Contract and 2) the original Owner's spouse was a joint annuitant at the time of the Owner's death. The Guaranteed Withdrawal Percentage will continue to be based on the same annuitant's age as it was at the time of the Owner's death, and will increase upon Step-up.

**Nonparticipating** Dividends are not payable.

Signed for the Company

**OM Financial Life Insurance Company**

[



John A Phelps  
President]

# Enhanced Guaranteed Minimum Withdrawal Benefit Rider

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This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

## Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

### Activities of Daily Living:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
- Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
- Transferring: moving into and out of a bed, chair or wheelchair;
- Toileting: getting to and from the toilet, getting on and off the toilet and performing related personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag);
- Eating: feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Cognitive Impairment. Deficiency in a person's short term or long term memory; orientation as to person, place, and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Impairment must be established by and reliably measured by a licensed Physician.

Excess Withdrawal. Any amount withdrawn in excess of the Guaranteed Withdrawal Payment. An Excess Withdrawal will decrease the Income Base.

Enhanced Guaranteed Withdrawal Payment. Equals the Income Base multiplied by the applicable Enhanced Minimum Withdrawal percentage, increased by the applicable Enhanced multiplier shown on Your Contract information page in the event that You are Impaired and unable to perform two (2) of the six (6) Activities of Daily Living. The payment is established at the beginning of the Enhanced Guaranteed Withdrawal Benefit withdrawal period and changes at Step-up, Excess Withdrawals, if You are no longer Impaired or if Your account value equals zero (0).

If You are no longer Impaired or if Your account value equals zero (0), Your Enhanced Guaranteed Withdrawal Payment amount will revert to the Guaranteed Withdrawal Benefit payment amount.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn each Contract year during the Withdrawal Period without causing a reduction in the Income Base. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or because of Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the information page that is determined at the start of the Withdrawal Period and at Step-up and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Impaired/Impairment. The inability to perform two (2) of the six (6) Activities of Daily Living without the physical assistance of another person; or the presence of another person within arm's reach to prevent, by physical intervention, injury to the Annuitant while performing the two (2) of the six (6) Activities of Daily Living

## Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

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Income Base. The value used to determine the Guaranteed Withdrawal Payment. If this rider's effective date is on the date of Contract issue, the Income Base is equal to the greater of the initial premium paid plus any applicable [Income Base Bonus], or premium growing up to [10] years with compound interest at a rate shown on Your Contract information page. If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value growing up to [10] years with compound interest at a rate shown on Your Contract information page.

The Income Base will be adjusted proportionally for any withdrawals previously taken.

[Income Base Bonus. A percentage of the Income Base that is added as additional interest to the Income Base on the effective date of this rider. The percentage of additional interest is shown in the Contract's information page.]

Physician. A doctor of medicine who is:

- Duly qualified;
- Licensed in the United States of America; and
- Performing within the scope of his or her license

A physician must not be: You, the brother, sister, parent, spouse, or child of You; or any spouse of any of the above.

Rider Withdrawal Payment. The amount the Owner elects to withdraw each Contract year.

Roll-up Rate. The annual accrual rate of the Income Base during the Accumulation Period. The Income Base is guaranteed to roll-up at a specified interest rate for [10] years, or until withdrawals begin under the rider, if earlier. The minimum guaranteed Roll-up Rate and the Roll-up Rate for the initial guarantee period are shown on the information page.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

Withdrawal Period. The period during which Rider Withdrawal Payments are made. At commencement of the Withdrawal Period, the Accumulation Period ends. Note that partial withdrawals made during the Accumulation Period per the Contract do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is not a natural person. Joint annuitants are not allowed on any Contract to which this rider is attached unless the joint annuitants are spouses and the Contract is structured to allow for spousal continuation. Annuitants may not be changed or added after the Withdrawal Period begins.

### Effective Date

This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

## Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

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### Benefit

This rider provides a guaranteed income while allowing the Owner access to the Account Value. Payments may be annually, semi-annually, quarterly or monthly and must be \$100 or larger. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants), then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract and reduce the Account Value.

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is based on the age of the younger annuitant and is determined from the Guaranteed Withdrawal Percentages shown on the information page.

### Enhanced Benefit

You qualify for this benefit if:

- Impairment begins at least 1 year after the contract date of issue;
- The rider has been in force for five (5) years and the annuitant has attained age 60;
- No premiums may have been paid into the Contract for at least 3 years prior to the request for the Enhanced Benefit;
- The annuitant is a U.S. resident on the date we approve the benefit;
- Satisfactory written proof is received, at our home office, that the annuitant is unable to perform, at least two (2) of the (6) Activities of Daily Living and that the annuitant's Impairment requires an appropriately licensed professional to provide care related to the Impairment; and
- The situation is expected to be permanent.

If you are receiving payments under the Guaranteed Minimum Withdrawal Benefit, upon meeting the eligibility criteria of the Enhanced Guaranteed Minimum Withdrawal Benefit, Your payments amounts will change to the Enhanced Guaranteed Minimum Withdrawal Benefit.

### Written Request

We will require a written request for the Enhanced Benefit. A written request for the Enhanced Benefit must be accompanied by documentation from the annuitant's attending Physician providing sufficient detail as to the annuitants Impairment.

We reserve the right to request documentation, as least annually, from the annuitant's attending Physician of the annuitants continued inability to perform two (2) of six (6) Activities of Daily Living.

### Excess Withdrawal

If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment, the Excess Withdrawal amount equals the excess of the Rider Withdrawal Payments over the Guaranteed Withdrawal Payment available for the Contract Year.

The Income Base is reduced due to Excess Withdrawals. The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered Excess Withdrawals.

### Increase in Income Base

The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur on each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins. If You are receiving Enhanced Benefit payments under the joint withdrawal option Step-up is not available.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-up.

The Income Base can also increase during the Accumulation Period when the policyholder contributes additional premiums.

## Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

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### Decrease in Income Base

During the Accumulation Period the contract's Income Base may be reduced if a partial withdrawal is taken.

The Income Base after a partial withdrawal will equal the Income Base multiplied by the partial withdrawal adjustment.

The partial withdrawal adjustment equals the ratio of the account value after the partial withdrawal to the account value before the partial withdrawal.

### Withdrawal Period

When the Owner is eligible for this rider benefit, the Withdrawal Period begins when the Owner elects to take Rider Withdrawal Payments. When the Withdrawal Period begins, the Income Base increases to the Account Value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.

### Termination of Rider

This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner (or annuitant, if a nonnatural person is the Owner) to die except as provided under Spousal Continuation below; transfer of ownership during the Withdrawal Period; and the date You request this rider be terminated.

Other than as described in Contract Maturity, this rider has no surrender value or other non-forfeiture benefit upon termination.

### Rider Charge

The charge for this rider is equal to the rider charge percentage shown on your Contract information page, multiplied by the Income Base on the contract anniversary.

### Contract Maturity

When the Contract reaches the maximum [Annuity Date] / [Maturity Date] permitted under the Contract, the Owner has the following options:

- The Owner may elect income for life with no guaranteed period, based on the life of the annuitant(s) upon whose life Guaranteed Withdrawal Payments were based, such that the Annuity Payment Amount is the greater of the Annuity Payment Amount that would be provided under the base Contract for that annuitization option, and the Guaranteed Withdrawal Payment. If the rider is in the Accumulation Period, the Guaranteed Withdrawal Payment will be equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. Upon the date of death of the annuitant, all payments cease.
- The Owner may choose another annuity option per the Contract, and the Annuity Payment Amount will be based on the Contract's Account Value at the time of annuitization.

## Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

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**Spousal Continuation** This rider will terminate in the event of spousal continuation except as provided in this provision. References to "Owner" include "annuitant" where a nonnatural person is the Owner. If the rider is in the Accumulation Period on the date of the original Owner's death, this rider will continue if the original Owner's spouse continues the Contract. Annuitant(s) must be designated as permitted in the definition of "You." If the rider is in the Withdrawal Period on the date of the original Owner's death, this rider will continue if 1) the original Owner's spouse continues the Contract and 2) the original Owner's spouse was a joint annuitant at the time of the Owner's death. The Guaranteed Withdrawal Percentage will continue to be based on the same annuitant's age as it was at the time of the Owner's death, and will increase upon Step-up.

**Nonparticipating** Dividends are not payable.

Signed for the Company

**OM Financial Life Insurance Company**

[

A handwritten signature in black ink, appearing to read "John A. Phelps". The signature is written in a cursive, flowing style with a large, decorative flourish at the end.

John A Phelps]  
President

# Guaranteed Minimum Death Benefit Rider

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This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

<b>Definitions</b>	<p><u>Contract.</u> When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.</p> <p><u>You, Your.</u> The Owner of the Contract.</p>
<b>Effective Date</b>	This rider is effective on the Contract's date of issue.
<b>Death Benefit</b>	<p>Upon death of the Owner or first Owner, if joint owners, the lump sum Guaranteed Minimum Death Benefit payable will be the greater of:</p> <ul style="list-style-type: none"><li>• Total account value;</li><li>• Minimum Guaranteed Surrender Value; or</li><li>• Initial premium plus premium bonus growing, up to [10] years or until age 85, whichever comes first, with simple interest at a rate shown on Your Contract information page.</li></ul> <p>Any Death Benefit payable will be adjusted proportionally for any withdrawals previously taken.</p>
<b>Death Before [Annuity Date] /Maturity Date]</b>	If you die before the [Annuity Date]/ [Maturity Date], then the Guaranteed Minimum Death Benefit is the annuity payments as stated in the <b>Death of Owner</b> provision in the <b>Death Benefits</b> section of your contract.
<b>Death On or after [Annuity Date] /Maturity Date]</b>	If you die on or after the [Annuity Date]/[Maturity Date], then the Guaranteed Minimum Death Benefit is the annuity payments as stated in the <b>Death of Owner</b> provision in the <b>Death Benefits</b> section of Your Contract.
<b>Rider Termination</b>	This rider terminates upon on the earlier of: Contract termination; annuitization; and receipt of due proof of death of the first Owner to die except under spousal continuation. (See below)
<b>Rider Charge</b>	The charge for this rider is equal to the rider charge percentage shown on Your Contract information page, multiplied by the rider Death benefit on the contract anniversary.
<b>Spousal Continuation</b>	Upon your death, if Your spouse elects to continue the Contract, then the rights under the <b>Death of Owner</b> provision in the <b>Death Benefits</b> section of Your Contract will apply.
<b>Nonparticipating</b>	Dividends are not payable.

Signed for the Company.

**OM Financial Life Insurance Company**



John A Phelps  
President]

# Enhanced Guaranteed Minimum Death Benefit Rider

This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

**Definitions** Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy.

You, Your. The Owner of the Contract.

**Effective Date** This rider is effective on the Contract's date of issue.

**Death Benefit** Upon death of the Owner or first Owner, if joint owners, the lump sum Guaranteed Minimum Death Benefit payable will be the greater of:

- Total account value;
- Minimum Guaranteed Surrender Value;
- Initial premium plus premium bonus growing, up to [10] years or until age 85, whichever comes first, with simple interest at a rate shown on Your Contract information page;

Or

The beneficiary could choose to receive a Guaranteed Minimum Death Benefit is equal to the initial premium paid plus any applicable bonus which will be the greater of:

- The Minimum Guaranteed Surrender Value; or
- The greater of the initial premium plus any applicable bonus, or premium growing up to the earlier of [10] years, the date of death or any specified Withdrawal Period contained in the contract; with compound interest, at a rate shown on Your Contract information page.

The Guaranteed Minimum Death Benefit is payable over no less than:

Issue age	[0-70]	Duration	[ 5 Years]
Issue age	[71-85]	Duration	[10 Years]

Any Death Benefit payable will be adjusted proportionally for any withdrawals previously taken.

**Death Before [Annuity Date]/ [Maturity Date]** If you die before the [Annuity Date]/ [Maturity Date], then the Guaranteed Minimum Death Benefit is the annuity payments as stated in the **Death of Owner** provision in the **Death Benefits** section of Your Contract.

**Death On or after [Annuity Date]/ [Maturity Date]** If you die on or after the [Annuity Date]/ [Maturity Date], then the Guaranteed Minimum Death Benefit is the annuity payments as stated in the **Death of Owner** provision in the **Death Benefits** section of Your Contract.

**Rider Termination** This rider terminates upon on the earlier of: Contract termination; annuitization; and receipt of due proof of death of the Owner or first Owner, if joint owners, to die. Also, if the Your spouse elects to continue the Contract this rider will terminate.

**Rider Charge** The charge for this rider is equal to the rider charge percentage shown on Your Contract information page, multiplied by the rider Death benefit on the contract anniversary.

## Enhanced Guaranteed Minimum Death Benefit Rider (Cont'd)

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**Spousal Continuation**

Upon Your death, if Your spouse elects to continue the Contract this rider will terminate and the rights under the **Death of Owner** provision in the **Death Benefits** section of Your Contract will apply.

**Nonparticipating**

Dividends are not payable.

Signed for the Company.

**[OM Financial Life Insurance Company**

A handwritten signature in black ink that reads "John A. Phelps". The signature is written in a cursive style with a large, looping initial "J".

John A Phelps  
President]

## Free Surrender – Partial Withdrawal Rider

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This rider is part of the Contract to which it is attached. It is subject to the terms, conditions and provisions contained in the Contract. The provision(s) of this rider will supersede any conflicting provision(s) of the Contract.

**Definitions:**

Contract. When this rider is attached to a Certificate issued under a Group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to either an individually issued Contract or Policy

The **SURRENDER** section is amended to add the following provision:

**Free Surrender.** In addition to the circumstances stated in the Contract a portion of the account value may be withdrawn and will not be subject to a surrender charge. During the first contract year, the amount that can be surrendered without charge is equal to ten percent (10%) of the initial premium less any amount previously surrendered in the first Contract year which was not subject to surrender charges.

If the surrender is taken after the first Contract anniversary, the amount that can be surrendered without charge is an amount equal to ten percent (10%) of the account value as of the prior Contract anniversary, less any amount previously surrendered in the current Contract year which was not subject to surrender charges. The amount that can be surrendered without charge per Contract year is noncumulative, and any unused amount during a Contract year is not carried over to any subsequent Contract years

**Effective Date** This rider is effective on the same day as the Contract is effective.

**Rider Termination** This rider will terminate when the Contract terminates.

**Nonparticipating** Dividends are not payable.

Signed for the company.

**OM Financial Life Insurance Company**



John A. Phelps  
President]

SERFF Tracking Number: MCHX-G127108904 State: Arkansas  
 Filing Company: OM Financial Life Insurance Company State Tracking Number: 48385  
 Company Tracking Number: API-1013(02-11)  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: API-1013(02-11) Ind Flexible Premium Deferred Annu  
 Project Name/Number: API-1013(02-11) Ind Flexible Premium Deferred Annuity - OM Financial Life Insurance Company/API-1013(02-11) Ind Flexible  
 Premium Deferred Annuity - OM Financial Life Insurance Company

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachments:</b>		
AR Readability Cert.PDF		
AR, Cert of Compliance, Rule 19, API-1013(02-11).PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b>		
Please see form schedule.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Submission Letter		
<b>Comments:</b>		
<b>Attachment:</b>		
MCR Indiv Filing Cover letter API-1013(02-11).PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Authorization Letter		
<b>Comments:</b>		
<b>Attachment:</b>		
2011 MCR Vendor Authorization letter.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>

SERFF Tracking Number: MCHX-G127108904 State: Arkansas  
Filing Company: OM Financial Life Insurance Company State Tracking Number: 48385  
Company Tracking Number: API-1013(02-11)  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable  
Product Name: API-1013(02-11) Ind Flexible Premium Deferred Annu  
Project Name/Number: API-1013(02-11) Ind Flexible Premium Deferred Annuity - OM Financial Life Insurance Company/API-1013(02-11) Ind Flexible  
Premium Deferred Annuity - OM Financial Life Insurance Company

**Satisfied - Item:** Statement of Variability - API-1013(02-11), Statement of Variability - AAPP-1000(02-11), Statement of Variability - ARI-1006(02-11), Statement of Variability - ARI-1007(02-11), Statement of Variability - ARI-1008(02-11), Statement of Variability - A, ...

**Comments:**

**Attachments:**

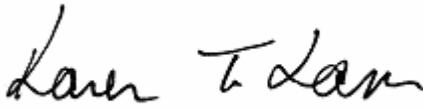
- SOV API-1013(02-11)Indiv FPDA Policy 3-10-11.PDF
- SOV AAPP-1000(02-11)Annuity Appl 3\_10\_11.PDF
- SOV ARI-1006(02-11)HHC and ARI-1012(02-11)FSPW Riders 3\_10\_11.PDF
- SOV ARI-1007(02-11)PtP FI on Gain Interest Credit OptionRider 3\_10\_11.PDF
- SOV ARI-1008(02-11)GMWB & ARI-1009(02-11)EGMWB Riders 3\_10\_11.PDF
- SOV ARI-1010(02-11)GMDB & ARI-1011(02-11)EGMDB Riders 3\_10\_11.PDF

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** OM Financial Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<b>Form Number</b>	<b>Score</b>
API-1013(02-11)	63
AAPP-1000(02-11)	53
ARI-1006(02-11)	51
ARI-1007(02-11)	62
ARI-1008(02-11)	45
ARI-1009(02-11)	44
ARI-1010(02-11)	50
ARI-1011(02-11)	51
ARI-1012(02-11)	45

Signed:   
Name: Karen T. Lam  
Title: AVP, Compliance Oversight  
Date: 3/31/11

## Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: OM Financial Life Insurance Company

Form Number(s): API-1013(02-11) et al.

I hereby certify that to the best of my knowledge and belief, the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



---

Signature of Company Officer

Karen T. Lam  
Name

AVP, Compliance Oversight  
Title

3/31/11  
Date

McHugh Consulting Resources, Inc.

April 1, 2011

Sent via SERFF

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

**RE: Filing on Behalf of OM Financial Life Insurance Company  
Individual Flexible Premium Deferred Annuity**

**Forms:**

- AAPP-1000(02-11), Deferred Annuity Application**
- ARI-1006(02-11), Home Health Care Rider**
- ARI-1007(02-11), Point-to-Point Fixed Indexed on Gain Interest Crediting Option Rider**
- ARI-1008(02-11), Guaranteed Minimum Withdrawal Benefit Rider**
- ARI-1009(02-11), Enhanced Guaranteed Minimum Withdrawal Benefit Rider**
- ARI-1010(02-11), Guaranteed Minimum Death Benefit Rider**
- ARI-1011(02-11), Enhanced Guaranteed Minimum Death Benefit Rider**
- ARI-1012(02-11), Free Surrender Partial Withdrawal Rider**
- API-1013(02-11), Group Flexible Premium Deferred Annuity**

**NAIC #63274, FEIN #52-6033321**

Dear Commissioner Bradford:

McHugh Consulting Resources, Inc. has been requested to file the attached form on behalf of OM Financial Life Insurance Company. We have provided an authorization letter for your files.

The above forms are new and do not replace any forms currently on file with your Department. Additional information regarding the above forms is provided below.

Individual Flexible Premium Deferred Annuity **API-1013(02-11)** will be used exclusively in the deferred annuity market. This policy is issued in consideration of the application and payment of the flexible premium. Annuity Policy API-1013(02-11) can be used for non-qualified issues and tax-qualified IRA Roth IRA annuity issues.

Rider form **ARI-1006(02-11)** (Home Health Care Rider) may offer a waiver of surrender charges on a partial or full surrenders in the event the owner becomes impaired and meets the rider benefit criteria outlined in the rider.



Rider form **ARI-1007(02-11)** (Point-to-Point Fixed Indexed on Gain Interest Crediting Option) may offer an index interest credit, declared annually, that takes into account the point-to-point values of an index at the beginning and end of the index crediting period.

Rider form **ARI-1012(02-11)** (Free Surrender Partial Withdrawal) may offer a portion of the account value equal to ten percent (10%) of the initial premium that can be withdrawn each contract year, first contract year included, and will not be subject to a surrender charge.

Rider form **ARI-1008(02-11)** (Guaranteed Minimum Withdrawal Benefit) may provide a guaranteed income while allowing access to the account value.

Rider form **ARI-1009(02-11)** (Enhanced Guaranteed Minimum Withdrawal Benefit) may provide income in the event the owner becomes impaired and meets the rider benefit criteria outlined in the rider.

Rider form **ARI-1010(02-11)** (Guaranteed Minimum Death Benefit) may provide a lump sum guaranteed minimum death benefit payable upon death of the Owner.

Rider form **ARI-1011(02-11)** (Enhanced Guaranteed Minimum Death Benefit) may provide a choice of the guaranteed minimum death benefit payable upon death of the Owner.

Deferred Annuity Application **AAPP-1000(02-11)** will be used exclusively in the Fixed Indexed Annuity market. Initially, Application AAPP-1000(02-11) may be used with Deferred Annuity form listed above; however, this application may also be attached to any approved or future approved fixed indexed annuity.

Agents licensed to do business in your state, including through financial institutions, will market this annuity. The issue ages for this annuity are 0 through 85. Initially, these riders may be used with Deferred Annuity form listed above; however, these forms may also be attached to any approved or future approved fixed indexed annuity.

All assets supporting any fixed indexed interest crediting options will be held in the Company's general account. Based on the fixed indexed interest crediting option guarantees and the holding of assets in the general account, the fixed indexed interest crediting options are appropriately regulated under state insurance law and registration is not required under state and federal securities laws.

Enclosed are actuarial materials for the base annuity and the annuity riders. All forms are actuarially sound, and the benefits are reasonable.

Any bracketed language within the form is intended to be variable. A statement of variability is enclosed clarifying the bracketed fields.

The forms have been written in clear and simplified language and have passed the Flesch Reading Ease test. The forms are in final printed format subject only to changes in formatting, font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required by law.

We would appreciate receiving your Department's approval of these new forms at your earliest convenience.

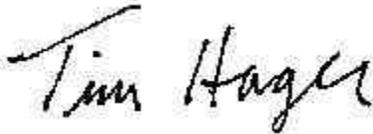
Forms that may be issued with Flexible Premium Deferred Annuity

**API-1013(02-11)**

Form Numbers:	Form Name	Status
AAPP-1000(02-11)	Deferred Annuity Application	Pending Approval
ARI-1006(02-11)	Home Health Care Rider	Pending Approval
ARI-1007(02-11)	Point-to-Point Fixed Indexed on Gain Interest Crediting Option Rider	Pending Approval
ARI-1008(02-11)	Guaranteed Minimum Withdrawal Benefit Rider	Pending Approval
ARI-1009(02-11)	Enhanced Guaranteed Minimum Withdrawal Benefit Rider	Pending Approval
ARI-1010(02-11)	Guaranteed Minimum Death Benefit Rider	Pending Approval
ARI-1011(02-11)	Enhanced Guaranteed Minimum Death Benefit Rider	Pending Approval
ARI-1012(02-11)	Free Surrender Partial Withdrawal Rider	Pending Approval

Thank you for your time and consideration of this filing. If you have any comments or questions, please feel free to call me at the number listed below.

Sincerely,



Tim Hager  
Compliance Project Specialist  
McHugh Consulting Resources, Inc.  
215-230-7960  
mcr@mchughconsulting.com

Attachments



OLD MUTUAL  
1001 Fleet Street  
Baltimore, Maryland 21202  
PH 410.895.0100  
1.888.697.LIFE  
FX 410.895.0162  
www.omfn.com

January 1, 2011

NAIC Company Code: 63274

To: The Insurance Commissioner

Re: Authorization

This letter, or a copy thereof, will authorize the consulting firm of McHugh Consulting Resources, Inc., 2005 South Easton Road, Suite 207, Doylestown, PA 18901, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

OM Financial Life Insurance Company

BY:

A handwritten signature in black ink that reads "Karen T. Lam". The signature is written in a cursive style.

Karen T. Lam, FLMI, AIRC  
Assistant Vice President, Compliance Oversight

## STATEMENT OF VARIABILITY

<b>New Form Name</b>	<b>Form Number</b>
Deferred Fixed Annuity	API-1013(02-11)

The following information describes the nature and scope of the variable material. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues.

<b>Item</b>	<b>Range</b>
<b>Officer Signatures</b>	To allow for flexibility should the corporation officers change
<b>Policy Number, Owner Name(s), Birth Date(s), Annuitant Name(s), Date of Issue, Policy Anniversary, Maturity Date</b>	John Doe Information Varies on new issues.
<b>Annuity Option</b>	Varies on new issues. 7 Annuity Options Annuity Option 1 - Income for a Fixed Period Annuity Option 2 - Life Income With a Guaranteed Period Annuity Option 3 – Life Income With No lump Sum Refund at Death Annuity Option 4 - Joint and Contingent Life Income Annuity Option 5 - Joint and Survivor Income With Guaranteed Period Annuity Option 6 - Joint and Survivor Life Income Annuity Option 7 - Life Income With Lump Sum Refund at Death
<b>Interest Crediting Option(s) and their applicable Index Crediting Periods</b>	On new issues the Interest Crediting Option(s) and their applicable Index Crediting Periods will vary depending on which index options are issued with the base annuity. The equity index account value options are available by approved riders and are designed to provide possible index credits based on formulas which are linked to changes in the monthly point-to-point closing values of the S&P 500 Composite Stock Price Index for a respective 1, 2, and 3 year period. Only approved interest crediting options/riders and their index crediting periods will be displayed. Crediting Periods are guaranteed for 1, 2, or 3 years as applicable:  Possible crediting options are: One-Year S&P 500 Annual Point to Point Two-Year S&P 500 Point-to-Point Three-Year S&P 500 Point-to-Point One-Year S&P 500 Monthly Average Two-Year S&P 500 Monthly Average One-Year S&P 500 Monthly Point-to-Point One Year S&P 500 Gain Interest Annual Point to Point
<b>Total Account Value/Initial Premium Allocated</b>	John Doe Information, the minimum initial premium is \$10,000 for both qualified and non qualified market segments. The minimum premium that can be allocated to each account value option is \$2000
<b>Cap Rate: Interest Crediting Options</b>	For new or in force issues, the cap rate is declared by the company and is guaranteed for 1, 2, or 3 years as applicable. The Cap rate is set at issue, but may change at the beginning of each index interest crediting period. Monthly Point-to-Point index strategies are subject to a 1.00% monthly minimum cap. Monthly Average and Annual Point-to-Point index strategies are subject to a 3.00% minimum cap. See page 3 of contract.
<b>Par Rate in Interest Index Formula: Interest Crediting Options</b>	For new or in force issues, the par rate is declared by the company and is currently 100 percent, but may change if the decision is made to increase or decrease the participation rate in the formula.
<b>MGSV Accumulation Interest Rate(s)</b>	The MGSV Accumulation Interest Rate is declared by the company and varies by month of issue for new issues The range for the MGSV Accumulation Interest Rate is subject to a floating minimum rate between 1% and 3%. Once determined, the rate is set for the life of the contract. The MGSV Accumulation interest rate may be equal to or greater than the non forfeiture rate. Once

	determined the rate is set for the life of the contract. The rate is not re-determined.
<b>Initial Premium Vesting Bonus Allocation</b>	John Doe Information the minimum premium that can be allocated to each account value option is \$1000
<b>Index Gain Interest Rate</b>	Item print with One-Year S&P 500 Gain Interest Annual Point-to-Point. Rate has a minimum of 1%.
<b>Fixed Interest Option's Effective Annual Interest Rate and applicable period</b>	Fixed Interest Option's Effective Annual Interest Rate is declared by the company on new issues, subject to a floating minimum rate of between 1% and 3%.The effective annual interest rate is guaranteed for the period shown on the contract information page.
<b>Guaranteed Minimum Effective Annual Interest Rate</b>	The MGSV Accumulation Interest Rate is declared by the company and varies by month of issue for new issues The range for the MGSV Accumulation Interest Rate is subject to a floating minimum rate between 1% and 3%. Once determined, the rate is set for the life of the contract. The MGSV Accumulation interest rate may be equal to or greater than the non forfeiture rate. Once determined the rate is set for the life of the contract. The rate is not re-determined.
<b>Enhanced Guaranteed Minimum Withdrawal Benefit/ Guaranteed Minimum Withdrawal Benefit Rider</b>	<p>If the optional Enhanced Guaranteed Minimum Withdrawal Benefit or Guaranteed Minimum Withdrawal Benefit Rider are offered, the following will print:</p> <p>The Income Base is the greater of initial premium plus X% bonus and premium accumulating for a period up to Y years or until the Withdrawal Period begins at a rate of Z% compound interest,</p> <p>Where:  X will never be less then 3%  Y is a range of 1-20 years  Z will never be less then 3%</p> <p>Enhanced Guaranteed Withdrawal Percentages and Guaranteed Withdrawal Percentages can vary between 3-10% and is based on the annuitant or joint annuitant's age as shown on the information page but may change in the future.</p> <p>Enhanced Multiplier has a range of 100%-300%</p> <p>Rider Payments reduce the vested account value: this statement will only appear if EGMWB or GMWB rider is chosen</p> <p>Once issued this information is fixed for the life of the Contract.</p>
<b>Enhanced Guaranteed Minimum Death Benefit/ Guaranteed Minimum Death Benefit Rider</b>	<p>If the optional Enhanced Guaranteed Minimum Death Benefit or Guaranteed Minimum Death Benefit Rider are offered, the following will print:</p> <p>Initial premium plus premium bonus growing, up to Y years or until age 85 at a rate of W % simple interest.</p> <p>Enhanced Guaranteed Minimum Death Benefit Rider (EGMDB): Initial premium plus premium bonus growing, up to Y years or until age 85, at a rate of W% simple interest;  or  The greater of initial premium plus X% bonus and premium accumulating for a period up to Y years or until the Withdrawal Period under the (EGMWB) begins at a rate of Z% compound interest.</p>

	<p>Where:  W will never be less than 3%  X will never be less than 3%  Y is a range of 1-20 years  Z will never be less than 3%</p> <p>Once issued this information is fixed for the life of the Contract.</p>
<p><b>Rider Charges</b></p>	<p>Will only appear if the rider is chosen. The charge is determined by the company and can vary between 0 bps to 100bps and is deducted annually from the account value.  Once issued this information is fixed for the life of the Contract.</p>
<p><b>Surrender Charge Period/ Surrender Charge Scale</b></p>	<p>The information page displays the maximum surrender charge scale for which we are seeking approval.  The page number displays a variable code following the root form number, i.e. [14.75-14M]. The 14.75 indicates the initial surrender charge rate of 14.75%; the 14 indicates the number of years the surrender charges will be assessed; and the M is used as an identifier which relates to the surrender charge sequence.  Once issued this information is fixed for the life of the Contract.</p>
<p><b>Vesting Schedule</b></p>	<p>The vesting schedule will print when the vesting bonus rider is attached.  The number of years and the percentage of the initial premium bonus that vests per year. Currently A% per year to the end of the B year vesting period.  Where  A has a range of 1% in the first year to 100% in the last year.  B has a range of 1-25 years  Once issued this information is fixed for the life of the Contract.</p>
<p><b>Statement following Vesting Schedule Table</b></p>	<p>This statement will print when the vesting bonus rider is attached and the vesting schedule prints.  An initial premium bonus of [C%] is credited to the initial premium at issue. The Bonus Account Value vests according to the above vesting schedule. At the end of the vesting period, the Bonus Account Value is fully vested.  C has a range of 0%- 25.00%.  Once issued this information is fixed for the life of the Contract.</p>
<p><b>Riders and Endorsements Attached</b></p>	<p>Optional riders that may appear on Policy Information:</p> <ul style="list-style-type: none"> <li>One-Year S&amp;P 500 Annual Point to Point Equity Index Option Rider</li> <li>Two-Year S&amp;P 500 Point-to-Point Equity Index Option Rider</li> <li>Three-Year S&amp;P 500 Point-to-Point Equity Index Option Rider</li> <li>One-Year S&amp;P 500 Monthly Average Equity Index Option Rider</li> <li>Two-Year S&amp;P 500 Monthly Average Equity Index Option Rider</li> <li>One-Year S&amp;P 500 Monthly Point-to-Point Equity Index Option Rider</li> <li>One Year S&amp;P 500 Gain Interest Annual Point to Point Equity Index Option Rider</li> <li>Home Health Care Rider</li> <li>Free Surrender Partial Withdrawals</li> <li>Guaranteed Minimum Withdrawal Benefit Rider</li> <li>Enhanced Guaranteed Minimum Withdrawal Benefit Rider</li> <li>Guaranteed Minimum Death Benefit Rider</li> <li>Enhanced Guaranteed Minimum Death Benefit Rider</li> <li>Death of Owner Rider</li> </ul>

	Nursing Home Rider Unemployment Rider Terminal Illness Rider Partial Withdrawals Without Surrender Charges Tax –Sheltered Annuity Rider Individual Retirement Annuity Rider Roth Individual Retirement Annuity Rider
<b>Table of Guaranteed Monthly Values</b>	Currently shown as the sex-distinct values and can change to blended table as required by state law.

## STATEMENT OF VARIABILITY

<b>New Form Name</b>	<b>Form Number</b>
Deferred Annuity Application	AAPP-1000(02-11)

The following information describes the nature and scope of the variable material. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues.

<b>Item</b>	<b>Range</b>
Product	To allow for flexibility to print applicable product marketing name as approved.
Owner(s), Annuitant(s), Beneficiary, Premium, Replacement, Special Instructions	The application(s) may vary for new sales, products, and marketing designs.  John Doe Information varies on new issues.
Plan	To allow for flexibility should the corporation no longer offer the plan type.
Optional Riders	To allow for flexibility should the corporation no longer offer the rider type. Only approved rider and their features will be displayed
Product Packages	To allow for flexibility should the corporation no longer offer or change the product packages. Only approved packages and their features will be displayed.
Interest Crediting Option(s)	If an interest crediting option is no longer issued with a base annuity, the application may not display that option.  Only approved interest crediting options and their features will be displayed.

## STATEMENT OF VARIABILITY

New Form Name	Form Number
Home Health Care Rider	ARI-1006(02-11)
Free Surrender Partial Withdrawal Rider	ARI-1012(02-11)

The following information describes the nature and scope of the variable material. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues

President's Name(s) and Title(s) - bottom of last page of rider	Currently, shown as John A Phelps, President and may change on new or inforce issues if the President changes.
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**STATEMENT OF VARIABILITY**

<b>New Form Name</b>	<b>Form Number</b>
<b>Point-to-Point Fixed Indexed on Gain Interest Crediting Option Rider</b>	<b>ARI-1007(02-11)</b>

The following information describes the nature and scope of the variable material. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues.

Item	Range
<b>Index</b>	Either S&P500 Index or DJIA Index
<b>Reallocation of Account Value (value being moved out of option &amp; value being moved into option)</b>	John Doe information amount to be reallocated can vary depending on amount held in account. The minimum option range may vary between \$0.00 and \$50,000. Once issued, the minimum amount is fixed for the life of the Contract.
<b>Interest Payable at Death</b>	On new or inforce issues, the provision may vary. It may print; not print; or change. Once this provision is issued with a rider, it is fixed for life of the Contract.
<b>Index Gain Interest Rate</b>	The minimum rate will be 1%.
<b>Hypothetical Example(s)</b>	On new or in force issues, the index crediting options and examples may vary. Only the examples applicable to the issued rider will appear.
<b>Annuity Date/Maturity Date</b>	To allow for flexibility in issuing this rider with already approved contracts that either defines Annuity date or Maturity Date. At the time of issue only the one term will show. Once issued this information is fixed for the life of the Contract.
<b>S&amp;P500 Index Disclosure or DJIA Index Disclosure:</b>	For new or in force issues, the index(es) may vary. Once issued, the index is fixed for life of the Contract. The index(es) may vary by printing any combination of available index(es) as shown on the filed riders and on the applicable affected spec page. When the index(es) print, we may print their name, description, disclosure, and applicable corresponding footer(s) as shown on the filed riders and applicable affected spec page. Instructional statements or descriptions may or may not print based on the index(es).
<b>President's Name and Title- bottom of last page of the rider</b>	Currently, shown as John A Phelps, President and may change on new or in force issues if the President changes.

## STATEMENT OF VARIABILITY

New Form Name	Form Number
Guaranteed Minimum Withdrawal Benefit Rider	ARI-1008(02-11)
Enhanced Guaranteed Minimum Withdrawal Benefit Rider	ARI-1009(02-11)

The following information describes the nature and scope of the variable material. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues.

Item	Range
<b>Income Base</b>	<p>If this rider's effective date is on the date of Contract issue, the Income Base is equal to the greater of the initial premium paid plus any applicable Income Base Bonus, or premium growing up to Y years with compound interest at a rate shown on Your Contract information page.</p> <p>If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value growing up to Y years with compound interest at a rate shown on Your Contract information page.</p> <p>Where Y has a range of 1-20 years</p> <p>Once issued this information is fixed for the life of the Contract.</p>
<b>Income Base Bonus</b>	<p>To allow for flexibility should the company no longer offer the Income base bonus on this rider. Once issued this information is fixed for the life of the Contract. The use of this bonus shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.</p>
<b>Roll up Rate</b>	<p>The Income Base is guaranteed to roll-up at a specified interest rate for Y years, or until withdrawals begin under the rider, if earlier. Once issued this information is fixed for the life of the Contract.</p> <p>Where Y has a range of 1-20 years</p>
<b>Annuity Date/Maturity Date</b>	<p>To allow for flexibility in issuing this rider with already approved contracts that either defines Annuity date or Maturity Date. At the time of issue only the one term will show. Once issued this information is fixed for the life of the Contract.</p>
<b>President's Name(s) and Title(s) - bottom of last page of rider</b>	<p>Currently, shown as John A Phelps, President and may change on new or inforce issues if the President changes.</p>

## STATEMENT OF VARIABILITY

New Form Name	Form Number
Guaranteed Minimum Death Benefit Rider	ARI-1010(02-11)
Enhanced Guaranteed Minimum Death Benefit Rider	ARI-1011(02-11)

The following information describes the nature and scope of the variable material. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues.

Item	Range
<b>Death Benefit</b>	<ul style="list-style-type: none"> <li>• Initial premium plus premium bonus growing, up to Y years or until age 85, whichever comes first, with simple interest at a rate shown on Your Contract information page;</li> <li>• The greater of the initial premium plus any applicable bonus, or premium growing up to Y years or until date of death, with compound interest at a rate shown on Your Contract information page,</li> </ul> <p>Where Y is a range of 1-20 years</p> <p><b>Issue Age</b> is the issue age at the time of Contract issue the range could change but would be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.</p> <p><b>Duration</b> depends on the issue age at time of issue and has a range of 1-9 years for the younger years and 6-15 years for the older years.</p> <p>Once issued this information is fixed for the life of the Contract.</p>
<b>Annuity Date/Maturity Date</b>	To allow for flexibility in issuing this rider with already approved contracts that either defines Annuity date or Maturity Date. At the time of issue only the one term will show. Once issued this information is fixed for the life of the Contract.
President's Name(s) and Title(s) - bottom of last page of rider	Currently, shown as John A Phelps, President and may change on new or inforce issues if the President changes.