

SERFF Tracking Number: NALH-127147125 State: Arkansas
 Filing Company: North American Company for Life and Health Insurance State Tracking Number: 48673
 Company Tracking Number:
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: AE525A GMDB Rider
 Project Name/Number: AE525A GMDB Rider/AE525A GMDB Rider

Filing at a Glance

Company: North American Company for Life and Health Insurance

Product Name: AE525A GMDB Rider

TOI: A10 Annuities - Other

Sub-TOI: A10.000 Annuities - Other

Filing Type: Form

SERFF Tr Num: NALH-127147125 State: Arkansas

SERFF Status: Closed-Approved-Closed
 State Tr Num: 48673

Co Tr Num:

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

Date Submitted: 05/04/2011

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 05/10/2011

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested:

State Filing Description:

General Information

Project Name: AE525A GMDB Rider

Project Number: AE525A GMDB Rider

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Stacy Reece

Filing Description:

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE

NAIC #431-66974 FEIN #36-2428931

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 05/10/2011

State Status Changed: 05/10/2011

Created By: Laurie Christensen

Corresponding Filing Tracking Number:

New Submission Product Description

AE525A Guaranteed Minimum Death Benefit (GMDB) Rider

SP525B Rider Specifications Page

SERFF Tracking Number: NALH-127147125 State: Arkansas
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We are filing the above forms for your review and consideration for approval. These are new individual forms and do not replace any form currently on file with your department. These forms will be used on a general basis and will be marketed through our regular channels. These forms are laser printed and we reserve the right to change fonts and layouts. No part of this filing contains unusual or possibly controversial items from normal Company or industry standards. Furthermore, North American Company assures you that this filing meets the provisions of Rule & Regulation 19, Regulation 49, and Arkansas Code Ann. 23-79-138.

Form AE525A This rider guarantees that the death benefit of the Contract to which it is attached will be no less than the minimum death benefit specified in this rider. The above form will be available for use with previously approved annuity contracts and on any annuity contracts we may file for approval in the future.

The Rider Specifications Page includes information regarding the rider. The information bracketed on the Rider Specifications Page is considered to be variable. A statement of variability has been enclosed as an explanation of this variable information.

Company and Contact

Filing Contact Information

Dee Hoffman, Product Compliance Analyst dhoffman@mnlife.com
 4601 Westown Parkway 877-586-0240 [Phone] 35881 [Ext]
 Suite 300 800-225-1682 [FAX]
 West Des Moines, IA 50266

Filing Company Information

North American Company for Life and Health CoCode: 66974 State of Domicile: Iowa
 Insurance
 Principal Office: 4601 Westown Parkway - Group Code: 431 Company Type: Life and Annuity
 Suite 300
 West Des Moines, IA 50266 Group Name: State ID Number:
 (800) 800-3656 ext. [Phone] FEIN Number: 36-2428931

Filing Fees

SERFF Tracking Number: NALH-127147125 State: Arkansas
Filing Company: North American Company for Life and Health State Tracking Number: 48673
Insurance
Company Tracking Number:
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Product Name: AE525A GMDB Rider
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Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: 2 x \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
North American Company for Life and Health Insurance	\$100.00	05/04/2011	47250216

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/10/2011	05/10/2011

SERFF Tracking Number: NALH-127147125 State: Arkansas
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Company Tracking Number:
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Product Name: AE525A GMDB Rider
Project Name/Number: AE525A GMDB Rider/AE525A GMDB Rider

Disposition

Disposition Date: 05/10/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NALH-127147125 State: Arkansas

Filing Company: North American Company for Life and Health State Tracking Number: 48673
Insurance

Company Tracking Number:

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AE525A GMDB Rider

Project Name/Number: AE525A GMDB Rider/AE525A GMDB Rider

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Actuarial Memorandum		No
Supporting Document	AE525A Statement of Variability		Yes
Supporting Document	AE525A Readability Certification		Yes
Form	GMDB Rider		Yes
Form	GMDB SCHEDULE PAGE		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AE525A	Policy/Cont	GMDB Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.000	AE525A_GM DB Rider_Final Draft_05-02- 2011.pdf
	SP525B	Schedule Pages	GMDB SCHEDULE PAGE	Initial		0.000	SP525B GMDB_Final Draft_04-28- 2011.pdf



4350 Westown Parkway, West Des Moines, IA 50266
A Stock Company
Annuity Service Center: P.O. Box 79905, Des Moines, Iowa 50325

Guaranteed Minimum Death Benefit (GMDB) Rider

This Rider is effective on the GMDB Issue Date, as shown on the Rider Specification Page. This Rider is a part of the Contract to which it is attached. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control.

This Rider provides for a Guaranteed Minimum Death Benefit (GMDB) Amount prior to the Maturity Date of the Contract to which this Rider is attached. The death benefit of the Contract to which this Rider is attached will be the greater of the death benefit as defined by the Contract or the GMDB Amount as defined by this Rider.

The following key words used in this Rider are shown on the Rider Specifications Page of Your Contract and are capitalized when used in this Rider.

GMDB Bonus Credit Amount
GMDB Bonus Credit Availability
GMDB Bonus Credit Maximum Age
GMDB Bonus Credit Percentage
GMDB Bonus Credit Period
GMDB Charge
GMDB Charge End Date
GMDB Charge Start Date
GMDB Cost
GMDB Dollar-for-Dollar Withdrawal Limit
GMDB Issue Date
GMDB Limit
Initial GMDB Amount

DEFINITIONS

The following definitions are applicable to this Rider only:

GMDB Bonus Credit Amount: The amount that is applied to the GMDB Amount. See the GMDB Bonus Credit section on the Rider Specifications Page for more details.

Guaranteed Minimum Death Benefit (GMDB) Amount: The death benefit of the Contract to which this Rider is attached will never be less than the GMDB Amount as defined by this Rider. The GMDB Amount is available only as a death benefit. The Initial GMDB Amount is shown on the Rider Specifications Page.

GMDB Gross Partial Surrender: After the GMDB Issue Date, the amount requested as a partial surrender (before any surrender charges and any interest adjustment) from Your Contract. This GMDB Gross Partial Surrender is used to determine any GMDB dollar-for-dollar withdrawals and GMDB proportional withdrawals.

CALCULATION OF GMDB AMOUNT

After the GMDB Issue Date the GMDB Amount will equal:

- 1) The Initial GMDB Amount; plus
- 2) Any subsequent premium and any applicable premium bonus; less
- 3) Any GMDB dollar-for-dollar withdrawals and any GMDB proportional withdrawals; plus
- 4) Any GMDB Bonus Credit Amount.

The GMDB Bonus Credit Amount is calculated as shown on the Rider Specifications Page.

The GMDB Bonus Credit Amount will apply according to the GMDB Bonus Credit Availability as shown on the Rider Specifications Page.

The GMDB Amount will never exceed the GMDB Limit, as shown on the Rider Specifications Page.

GMDB Dollar-for-Dollar Withdrawal

A GMDB dollar-for-dollar withdrawal will occur when the total GMDB Gross Partial Surrenders during a Contract Year are equal to or less than the GMDB Dollar-for-Dollar Withdrawal Limit as shown on the Rider Specifications Page. A GMDB dollar-for-dollar withdrawal will reduce the GMDB Amount by the amount of the GMDB Gross Partial Surrender taken.

GMDB Proportional Withdrawal

A GMDB proportional withdrawal will occur when total GMDB Gross Partial Surrenders during a Contract Year exceed the GMDB Dollar-for-Dollar Withdrawal Limit. Once the total GMDB Gross Partial Surrenders in a Contract Year exceed the GMDB Dollar-for-Dollar Withdrawal Limit, any amount over the GMDB Dollar-for-Dollar Withdrawal Limit in that Contract Year is subject to the GMDB proportional withdrawal. GMDB proportional withdrawals will reduce the GMDB Amount on a proportional basis by the same proportion the Contract's Accumulation Value was reduced. GMDB proportional withdrawals may reduce the GMDB Amount by more than the amount of the GMDB Gross Partial Surrender taken.

A GMDB proportional withdrawal at the time of the GMDB Gross Partial surrender will equal:

- 1) The current GMDB Amount immediately before any GMDB proportional withdrawal; multiplied by
- 2) The amount of the GMDB Gross Partial Surrender subject to the proportional reduction divided by the current Accumulation Value of the Contract immediately before the GMDB proportional withdrawal.

GMDB CHARGE

The GMDB Charge is shown on the Rider Specifications Page.

If the Contract and/or this Rider are terminated during a Contract Year, there will be no GMDB Cost after the termination date.

EFFECT OF SPOUSAL CONTINUANCE

See Rider Specifications Page for details.

TERMINATION

This Rider cannot be terminated by You or Us once it has been attached to and made part of Your Contract.

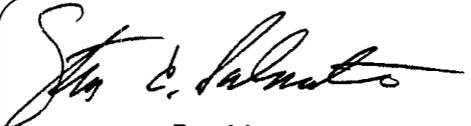
This Rider will terminate:

- 1) The date the Contract to which this Rider is attached terminates; or
- 2) On the Maturity Date (see MATURITY DATE in the Contract); or
- 3) The date annuity payments under the Contract begin; or
- 4) Upon full surrender of the Contract; or
- 5) Upon issuance of a loan, if permitted, on the Contract to which this Rider is attached; or
- 6) If the Contract to which this Rider is attached continues in accordance with the Spousal Continuance provision of the Contract, this Rider will terminate as shown on the Rider Specifications Page; or
- 7) Upon change of Owner, if the proposed Owner would not have been eligible for this Rider on the Rider Issue Date.

Once terminated, this Rider may not be reinstated.

MISCELLANEOUS

Except as modified by this Rider, the provisions of the Contract also apply to this Rider.


President


Secretary

RIDER SPECIFICATIONS PAGE

GUARANTEED MINIMUM DEATH BENEFIT (GMDB) RIDER

[GMDB Issue Date:]	[05/01/2011]
[Initial GMDB Amount:]	[\$50,000.00]
[GMDB Limit:]	1) [200%], multiplied by; 2) the total of: a) Premiums, plus any applicable Premium Bonus, since the GMDB Issue Date; less b) Any GMDB Gross Partial Surrenders.

[GMDB BONUS CREDIT]

[GMDB Bonus Credit Period:] [Contract Years [1]–[10] from GMDB Issue Date]	[GMDB Bonus Credit Percentage:] [5.0%]
[Contract Years [11+] Years from GMDB Issue Date]	[6.0%]
[GMDB Bonus Credit Availability:]	[Available each Contract Year] when the GMDB Limit has not been reached and up until the GMDB Bonus Credit Maximum Age.
[GMDB Bonus Credit Maximum Age:]	[85] [Based on the oldest of all Annuitants and Owners]
[GMDB Bonus Credit Amount:]	[On each Contract Anniversary, GMDB Bonus Credit Percentage, when available, multiplied by the current GMDB Amount.]

[GMDB CHARGE]

[GMDB Charge Start Date:] [May 1, 2011]	[GMDB Charge End Date:] [Termination of the Rider]	[GMDB Charge:] [0.8%]
[GMDB Cost: [On each Contract Anniversary, the GMDB Charge will be multiplied by the current Accumulation Value], [prior to reduction for any other rider costs]. [The GMDB Cost will be withdrawn as a partial surrender from the Accumulation Value [on each Contract Anniversary], as long as this Rider remains in effect.]]		
[Any rider costs on this Contract will not reduce the GMDB Amount.]		

[GMDB DOLLAR-FOR-DOLLAR WITHDRAWAL]

[GMDB Dollar-for-Dollar Withdrawal Limit:]	[RMD*] or [\$0.00]
[Any rider costs on this Contract will not impact the GMDB Dollar-for-Dollar Withdrawal Limit.]	
[*Partial surrenders on and after age 70½ shall satisfy the Required Minimum Distribution (RMD) requirements of the Internal Revenue Code of 1986 as amended.]	

[SPOUSAL CONTINUANCE]

[If the Contract is continued pursuant to the Spousal Continuance provision of the Contract, one of the following will occur:

- 1) As of the date of death when the GMDB Amount is greater than the death benefit as defined by this Contract, the death benefit of the Contract, will be increased to the GMDB Amount and the Rider will terminate.
- 2) As of the date of death, when the GMDB Amount is less than or equal to the death benefit as defined by this Contract, the Rider will terminate.]

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: See the Filing Description and Readability Cert attached below		

	Item Status:	Status Date:
Satisfied - Item: Application Comments: We will use previously approved application 11292Z, approved by your department 10/19/2007.		

	Item Status:	Status Date:
Satisfied - Item: AE525A Statement of Variability Comments: Attachment: Statement of Var SP525B_04-28-0211.pdf		

	Item Status:	Status Date:
Satisfied - Item: AE525A Readability Certification Comments: Attachment: ReadabilityCert AE525A_04-28-2011.pdf		

STATEMENT OF VARIABILITY
FOR
Rider Specifications Page SP525B
Guaranteed Minimum Death Benefit (GMDB) Rider AE525A

GMDB Issue Date:	Date this Rider is issued.
Initial GMDB Amount:	Range of \$0 to \$10,000,000
GMDB Limit:	Range of 100% to 500%
GMDB BONUS CREDIT	This section prints when it applies.
GMDB Bonus Credit Period:	<p><i>Currently, we use the following GMDB Bonus Credit Periods :</i> Contract Years 1-10 from GMDB Issue Date. Contract Years 11+ Years from GMDB Issue Date.</p> <p><i>One of the following GMDB Bonus Credit Period options may print on future contracts:</i> Contract Years 1+ from GMDB Issue Date. Or Every Contract Year from GMDB Issue Date. Or Every Contract Year starting in Contract Year 1 from GMDB Issue Date, with ranges for Contract Year being 1-100.</p>
GMDB Bonus Credit Percentage:	Range of 1% - 20%
GMDB Bonus Credit Availability:	<p><i>Currently, we use the following statement:</i> Available each Contract Year...</p> <p><i>One of the following options may print on future contracts:</i> Available each Contract Year a partial surrender is not taken... Or Available each Contract Year a partial surrender is not taken or each year only the RMD* is taken... Or Available each Contract Year when only a penalty-free partial surrender is taken...</p>
GMDB Bonus Credit Maximum Age:	Range of 0 – 115 <p><i>Currently, we use the following statement:</i> Based on the oldest of all Annuitants and Owners.</p> <p><i>One of the following options may print on future contracts:</i> Based on the oldest of all Annuitants. Or Based on the oldest of all Owners. Or Based on the youngest of all Annuitants. Or Based on the youngest of all Owners. Or Based on the youngest of all Annuitants and Owners.</p>

<p>GMDB Bonus Credit Amount:</p>	<p>Currently, we use the following statement: On each Contract Anniversary, GMDB Bonus Credit Percentage, when available, multiplied by the current GMDB Amount.</p> <p>One of the following options may print on future contracts: On each Contract Anniversary, GMDB Bonus Credit Percentage multiplied by the Initial GMDB Amount. Or On each Contract Anniversary, GMDB Bonus Credit Percentage multiplied by the current Accumulation Value. Or On each day, the effective daily rate of the GMDB Bonus Credit Percentage multiplied by the current GMDB Amount. Or On each day, the effective daily rate of the GMDB Bonus Credit Percentage multiplied by the current Accumulation Value.</p>
<p align="center">GMDB CHARGE</p>	<p>This section prints when it applies.</p>
<p>GMDB Charge Start Date:</p>	<p>Currently, we use the following statement: GMDB Issue Date.</p> <p>One of the following options may print on future contracts: 0-100 Contract Years after GMDB Issue Date, Or At attained age 0-115.</p>
<p>GMDB Charge End Date:</p>	<p>Currently, we use the following statement: Termination of the Rider</p> <p>One of the following options may print on future contracts: The earlier of Termination of the Rider or 1-25 years after the GMDB Issue Date. Or 0-100 Contract Years after the GMDB Issue Date; Or At attained age 0-115</p>
<p>GMDB Charge:</p>	<p>Currently, we use the following single percentage: Range of 0% - 3%.</p> <p>The following option may print on future contracts: Range of 0% to 3% for the first 1 to 100 Contract Years after the GMDB Issue Date, declared every 1 to 20 Contract Years thereafter.</p>

GMDB Cost:

Currently, we use the following statement:

On each Contract Anniversary, the GMDB Charge will be multiplied by the current Accumulation Value,...

One of the following options may print on future contracts:

On each Contract Anniversary, GMDB multiplied by the current GMDB Amount...

Or

On the GMDB Issue Date and each Contract Anniversary thereafter, GMDB Charge multiplied by the current GMDB Amount,...

Or

On the GMDB Issue Date and each Contract Anniversary thereafter, GMDB Charge multiplied by the current Accumulation Value,...

Or

On each day, the effective daily rate of the GMDB Charge multiplied by the current Accumulation Value,...

Or

On each day, the effective daily rate of the GMDB Charge multiplied by the current GMDB Amount,...

Or

On the same day in each month as the GMDB Issue Date, the effective monthly rate of the GMDB Charge multiplied by the current Accumulation Value,...

Or

On the same day in each month as the GMDB Issue Date, the effective monthly rate of the GMDB Charge multiplied by the current GMDB Amount,...

Currently, we use the following statement:

...prior to reduction for any other rider costs.

The above option may not print on future contracts

Currently, we use the following statement:

The GMDB Cost will be withdrawn as a partial surrender from the Accumulation Value on each Contract Anniversary, as long as this Rider remains in effect.

The following option may print on future contracts:

The GMDB Cost will be withdrawn as a partial surrender from the Accumulation Value on each Contract Anniversary to every 10th Contract Anniversary, as long as this Rider remains in effect.

Currently, we use the following statement:

Any rider costs on this Contract will not reduce the GMDB Amount.

The following option may print on future contracts:

Any rider costs on this Contract will reduce the GMDB Amount.

GMDB DOLLAR-FOR-DOLLAR WITHDRAWAL	This section prints when it applies
GMDB Dollar-for-Dollar Withdrawal Limit:	<p><i>One of the following options will print:</i> RMD* Or Range of \$0.00 to \$5,000,000</p> <p><i>One of the following options may print in place of range \$0.00 to \$5,000,000 on future contracts:</i> 1% to 20% of current Accumulation Value. Or Penalty-free partial withdrawals. Or Any GMDB Gross Partial Surrender. Or Any rider costs.</p> <p><i>The following statement is bracketed and will print when applicable:</i> Any rider costs on this Contract will not impact the GMDB Dollar-for-Dollar Withdrawal Limit.</p> <p><i>The following statement is bracketed and will only print when the RMD* option is applicable:</i> *Partial surrenders on and after age 70½ shall satisfy the Required Minimum Distribution (RMD) requirements of the Internal Revenue Code of 1986 as amended.</p>
SPOUSAL CONTINUANCE	This section prints when it applies
	<p><i>Currently, we use the following:</i> If the Contract is continued pursuant to the Spousal Continuance provision of the Contract, one of the following will occur:</p> <ol style="list-style-type: none"> 1) When the GMDB Amount is greater than the Contract Accumulation Value, as of the date of death, the Accumulation Value of the Contract will be increased to the GMDB Amount and the Rider will terminate. 2) When the GMDB Amount is less than or equal to the Contract Accumulation Value, as of the date of death, the Rider will terminate. <p><i>One of the following options may print on future contracts:</i> If the Contract is continued pursuant to the Spousal Continuance provision of the Contract, the Rider will also continue. Or If the Contract is continued pursuant to the Spousal Continuance provision of the Contract, the Rider will also continue, provided the new Owner would have been eligible for the Rider on the GMDB Issue Date.</p>

CERTIFICATE OF READABILITY
North American Company for Life and Health

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

A. Option Selected

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

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Guaranteed Minimum Death Benefit (GMDB) Rider	AE525A	50.0 combined with contract

Test Option Selected

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

C. Standards for Certification

A checked block indicates the standard has been achieved:

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

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

Signature _____



Date 04-28-2011

Michael Yanacheak
Officer's Name

2nd VP Product Development
Officer's Title