

SERFF Tracking Number: GRJR-127609172 State: Arkansas
Filing Company: The Cincinnati Life Insurance Company State Tracking Number: 49764
Company Tracking Number: CLI120050211
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Individual IRA Endorsements
Project Name/Number: Individual IRA Endorsements/Form CLI-12005 (2/11) and Form CLI-12006 (2/11)

Filing at a Glance

Company: The Cincinnati Life Insurance Company

Product Name: Individual IRA Endorsements SERFF Tr Num: GRJR-127609172 State: Arkansas
TOI: A10 Annuities - Other SERFF Status: Closed-Approved- State Tr Num: 49764
Closed

Sub-TOI: A10.000 Annuities - Other Co Tr Num: CLI120050211 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Jennifer Henley, Deborah Disposition Date: 09/15/2011
Naegele, Karen Eichler, Felicia
McCalley
Date Submitted: 09/12/2011 Disposition Status: Approved-
Closed
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Individual IRA Endorsements
Project Number: Form CLI-12005 (2/11) and Form CLI-12006 (2/11)
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Deemer Date:
Submitted By: Felicia McCalley
Filing Description:
NAIC #: 0244-76236
FEIN #: 31-1213778

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: These forms were
submitted to our domiciliary state, Ohio, on
September 7, 2011, and approval is pending
Market Type: Individual
Individual Market Type:
Filing Status Changed: 09/15/2011
State Status Changed: 09/15/2011
Created By: Jennifer Henley
Corresponding Filing Tracking Number:

Subject:
The Cincinnati Life Insurance Company
Individual Annuity Forms

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1. Form CLI-12005 (2/11), Individual Retirement Annuity Endorsement, and
2. Form CLI-12006 (2/11), Roth Individual Retirement Annuity Endorsement

For Use With:

1. Form CLI-151 (10/10), Single Premium Deferred Annuity, previously approved by your Department January 27, 2011, Tracking Number 47163.
2. Form CLI-152 (10/10), Flexible Premium Deferred Annuity, previously approved by your Department January 27, 2011, Tracking Number 47289.

Replaces:

1. Form CLI-12005 (1/04), Individual Retirement Annuity Endorsement, previously approved by your Department on January 23, 2004, Tracking Number 25336; and
2. Form CLI-12006 (1/04), Roth Individual Retirement Annuity Endorsement, previously approved by your Department on January 23, 2004, Tracking Number 25336.

Dear Sir or Madame:

We are submitting the subject forms for your review and approval. These forms are new and will replace the forms as noted above. The effective date of these endorsements will be upon your approval.

These endorsements will be used when issuing individual, non-variable annuities as qualified retirement plans. Our individual annuity contracts are marketed by an independent agency force to the general public. There are no marketing or issue restrictions other than those mandated by the Internal Revenue Service. On July 27, 2011, The Cincinnati Life Insurance Company was issued favorable opinion letters for these forms by the Internal Revenue Service.

While these endorsements are being filed for use with the annuity contracts referenced above, we reserve the right to use them with other appropriate approved annuity contracts in the future.

These forms were submitted to our domiciliary state, Ohio, on September 7, 2011, and approval is pending.

Your consideration and approval at your earliest convenience are greatly appreciated. Thank you for your usual courtesy and cooperation.

Sincerely,

Felicia McCalley

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Company and Contact

Filing Contact Information

Felicia McCalley, Analyst Trainee felicia_mccalley@cinfin.com
 P.O. Box 145496 513-870-2279 [Phone]
 Cincinnati, OH 45250-5496

Filing Company Information

The Cincinnati Life Insurance Company CoCode: 76236 State of Domicile: Ohio
 6200 S. Gilmore Road Group Code: 244 Company Type:
 Fairfield, OH 45014 Group Name: State ID Number:
 (513) 870-2000 ext. 4386[Phone] FEIN Number: 31-1213778

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: 1 filing X \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Life Insurance Company	\$50.00	09/12/2011	51486284
The Cincinnati Life Insurance Company	\$50.00	09/13/2011	51549885

SERFF Tracking Number: GRJR-127609172 State: Arkansas
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 Company Tracking Number: CLII20050211
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: Individual IRA Endorsements
 Project Name/Number: Individual IRA Endorsements/Form CLI-12005 (2/11) and Form CLI-12006 (2/11)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/15/2011	09/15/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/13/2011	09/13/2011	Felicia McCalley	09/13/2011	09/13/2011

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Disposition

Disposition Date: 09/15/2011

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		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	AR Certification of Compliance		Yes
Form	Individual Retirement Annuity Endorsement		Yes
Form	Roth Individual Retirement Annuity Endorsement		Yes

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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	09/13/2011
Submitted Date	09/13/2011
Respond By Date	10/13/2011

Dear Felicia McCalley,

This will acknowledge receipt of the captioned filing.

Objection 1

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

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

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/13/2011
Submitted Date 09/13/2011

Dear Linda Bird,

Comments:

Response 1

Comments: My sincere apologies for the oversight.

Thank You

Felicia McCalley

Related Objection 1

Comment:

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

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Deborah Naegele, Felicia McCalley, Jennifer Henley, Karen Eichler

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Form Schedule

Lead Form Number: Form CLI-12005 (2/11)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	Form CLI-12005 (2/11)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Individual Retirement Annuity Endorsement	Revised	Replaced Form #: Form CLI-12005 (1/04) Previous Filing #: 25336	0.000	Form CLI-12005 2-11 Individual Retirement Annuity Endorsement.pdf
	Form CLI-12006 (2/11)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Roth Individual Retirement Annuity Endorsement	Revised	Replaced Form #: Form CLI-12006 (1/04) Previous Filing #: 25336	0.000	Form CLI-12006 2-11 Roth Individual Retirement Annuity Endorsement.pdf



Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

We have issued this Endorsement as a part of the contract to which it is attached. It is intended to provide an Individual Retirement Annuity (IRA) within the provisions of Section 408 of the Internal Revenue Code (IRC), commonly known as a traditional IRA. Where the provisions of this Endorsement are inconsistent with the provisions of the contract or any riders of the contract, the provisions of this Endorsement will control.

PREMIUM PAYMENTS

The Owner may pay premiums under the contract, up to the limits specified below, only if the Owner has not reached age 70 ½ by the end of the year and has taxable compensation for the year. Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid on salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in IRC § 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, IRC § 401(c)(2) shall be applied as if the term "trade or business" for purposes of IRC § 1402 included service described in IRC § 1402(c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not included in gross income (determined without regard to IRC § 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under under IRC § 71 with respect to a divorce or separation instrument described in subparagraph (A) or IRC § 71(b)(2). The term "compensation" also includes any differential wage payments as defined in IRC § 3401(h)(2).

Except in the case of a rollover contribution [as permitted by IRC §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)] or a premium paid in accordance with the terms of a Simplified Employee Pension (SEP) as described in IRC § 408(k), no premiums will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter. This contract does not require fixed contributions.

After 2008, the limit will be adjusted by the Treasury Department for cost-of-living increases under IRC § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

In the case of an Owner who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

In addition to the amounts described above, an Owner may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

In addition, an Owner who was a participant in a IRC § 401(k) plan of a certain employer in bankruptcy described in IRC § 219(b)(5)(C) may contribute up to \$3,000 for taxable years

beginning after 2006 and before 2010 only. An Owner who makes contributions under this paragraph may not also make contribution under the paragraph immediately here preceeding.

No premiums will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC § 408(p). Also no transfer or rollover of funds attributable to premiums made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA.

If this is an inherited IRA within the meaning of IRC § 408(d)(3)(C), no contributions will be accepted.

If an Owner makes contributions to multiple IRAs or to both Roth and non-Roth IRAs, the total amount of contributions to all IRAs may not exceed the limits explained above. It is the responsibility of the Owner, not The Cincinnati Life Insurance Company, to comply with all such limitations.

DISTRIBUTIONS

During Owner's Life

Except as provided below, the Owner's entire interest in the contract must be distributed, or begin to be distributed, by the Owner's required beginning date. The required beginning date is April 1 following the calendar year in which the Owner reaches age 70 ½. For each following year, a distribution must be made on or before December 31 of such year. The payment option selected by the Owner must be one which provides for payment of benefits at least as rapidly as one of the following:

1. A single sum distribution;
2. Equal or substantially equal payments over the life or lives of the Owner or the Owner and his or her Beneficiary;
3. Equal or substantially equal payments over a specified period that may not be longer than the Owner's life expectancy; or
4. Equal or substantially equal payments over a specified period that may not be longer than the joint life and last survivor expectancy of the Owner and his or her Beneficiary.

Distributions under this paragraph must be non-increasing, or may increase only as provided in Q&As-1 and -4 § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6. The distribution periods described above cannot exceed the periods specified in § 1.401 (a)(9)-6 of the Income Tax Regulations.

If this is an inherited IRA within the meaning of IRC § 408(d)(3)(C), these provisions relating to distributions during the life of the Owner do not apply.

After Owner's Death

If the Owner dies, before his or her entire interest is distributed, the payment option pursuant to which benefits are paid after the Owner's death must be one which provides for payment of benefits at least as rapidly as one of the following:

1. If the Owner dies on or after required distributions have begun, the entire remaining portion of his or her interest must be distributed at least as rapidly as under the distribution method in effect as of the Owner's death; or
2. If the Owner dies before required distributions have begun, the entire remaining interest must be distributed as elected by the Owner or, if the Owner has not elected, as elected by the Beneficiary or Beneficiaries at least as rapidly as follows:
 - a. If the designated Beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph 2.c. below. If this is an inherited IRA within the meaning of IRC § 408(d)(3)(C) established for the benefit of a nonspouse designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under IRC § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated Beneficiary may elect to have distributions made under this paragraph 2.a. if the transfer is made no later than the end of the year following the year of death.
 - b. If the Owner's sole designated Beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70 ½, if later), over such spouse's life expectancy, or if elected, in accordance with paragraph 2.c. below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 2.c. below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the payment option chosen.
 - c. If there is no designated Beneficiary, or if applicable by operation of paragraph 2.a. or 2.b. above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 2.b. above).
 - d. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph 2.a. or 2.b. and reduced by 1 for each subsequent year.

For purposes of distributions after the death of the Owner, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 2.b. above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Other Distribution Provisions

The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

The required minimum distributions payable to a designated Beneficiary from this IRA may be withdrawn from another IRA the Beneficiary holds from the same decedent in accordance with Q&As-9 of § 1.408-8 of the Income Tax Regulations.

In addition to the distribution requirements set forth above, all distributions shall be in accordance with the minimum requirements of IRC § 408(b)(3) and the regulations thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined above) must satisfy the requirements of IRC § 408(a)(6) and the regulations thereunder, rather than the above requirements.

TRANSFERABILITY

Except in the case of divorce (pursuant to court order), the contract is nontransferable. This means that, except in the case of divorce, no portion of the Owner's interest in the contract can be transferred or assigned to any person or entity.

The entire interest of the Owner in the contract is nonforfeitable. The contract is established for the exclusive benefit of the Owner and his or her Beneficiaries. If this is an inherited IRA within the meaning of IRC § 408(d)(3)(C) maintained for the benefit of a designated Beneficiary of a deceased individual, references in this Endorsement to the "individual" or "Owner" are to the deceased individual.

GENERAL

The Owner may satisfy the minimum distribution requirements under IRC §§ 408(a)(6) and 408(b)(3) of the IRC by receiving a distribution from one individual retirement annuity or individual retirement account that is equal to the amount required to satisfy the minimum distribution requirements. For this purpose, the Owner of two or more individual retirement annuities or individual retirement accounts may use the "alternative method" described in Notice 88-38, 1988-1 C.B. 524 to satisfy the minimum requirements.

Any refund of premiums, other than refunds attributable to excess contributions, will be applied before the close of the calendar year following the year of the refund toward the payment of future premium payments or the purchase of additional benefits.

The Cincinnati Life Insurance Company shall furnish annual calendar year reports concerning the status of the annuity and any information concerning required minimum distributions that may be required by the Commissioner of Internal Revenue.

However, it is the responsibility of the Owner, and not that of The Cincinnati Life Insurance Company, to comply with the required distribution rules set forth herein.

If the provisions of the IRC relating to IRAs are changed or amended from time to time, the language of this Endorsement may be more or less restrictive than allowed by the IRC. In such case, the current provisions of the IRC will apply. We may amend this contract from time to time to comply with the provisions of the IRC, related regulations, and other published guidance.

In witness whereof, we have caused this Endorsement to be effective as of the date of issue of the contract to which it is attached.

THE CINCINNATI LIFE INSURANCE COMPANY

A handwritten signature in cursive script, appearing to read "Lisa M. Low".

Secretary



Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

We have issued this Endorsement as a part of the contract to which it is attached. It provides a Roth Individual Retirement Annuity (Roth IRA) within the provisions of Section 408A of the Internal Revenue Code (IRC). Where the provision of this Endorsement are inconsistent with the provisions of the contract or any riders of the contract, the provisions of this Endorsement will control.

PREMIUM PAYMENTS

The Owner may make Premium Payments under the contract, up to the limits specified below, only if the Owner has taxable compensation for the year. Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in IRC § 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, IRC § 401(c)(2) shall be applied as if the term "trade or business" for purposes of IRC § 1402 included service described in IRC § 1402(c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not included in gross income (determined without regard to IRC § 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Owner's gross income under IRC § 71 with respect to a divorce or separation instrument described in subparagraph (A) or IRC § 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in IRC § 3401(h)(2).

Except in the case of a qualified rollover contribution (as defined below) or a recharacterized contribution as described in § 1.408A-5, no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Treasury Department for cost-of-living increases under IRC § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

In the case of an Owner who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

In addition to the amounts described above, an Owner may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

In addition, an Owner who was a participant in a IRC § 401(k) plan of a certain employer in bankruptcy described in IRC § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this paragraph may not also make contribution under the paragraph immediately here preceeding.

This contract does not require fixed contributions.

The maximum contribution is phased out ratably between certain levels of modified adjusted gross income (modified AGI) as defined in 2. below. For single Owner or head of household, the annual contribution limit is phased out between \$95,000 and \$110,000; for a married Owner who files jointly or a qualifying widower, between \$150,000 and \$160,000; and for a married Owner filing a separate return, between \$0-\$10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution for the taxable year is rounded up the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for the cost of living increases under IRC § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

1. A rollover from a non-Roth IRA cannot be made to this IRA if, for the year the amount is distributed from the non-Roth IRA:
 - a. the Owner is married and files a separate return;
 - b. the Owner is not married and has modified AGI in excess of \$100,000; or
 - c. the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000.
2. Modified AGI. For purposes of this section, an Owner's modified AGI for a taxable year is defined in IRC § 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution from a non-Roth IRA (a "conversion").

A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in IRC § 402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of IRC § 408(d)(3), except the one-rollover-per-year rule of IRC § 408(d)(3)(B) does not apply if the distribution is from a non-Roth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of IRC §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes: (i) All or part of a military death gratuity or service members group life insurance (SGLI) payment may be contributed if the contribution is made within one year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under IRC § 408(d)(3)(B), and (ii) All or part of an airline payment (as defined in IRC § 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA.

A contribution to a non-Roth IRA may be recharacterized pursuant to the rules in § 1.408A-5 of the regulations as a premium payment to this Roth IRA subject to the limits for premium payments.

If an Owner makes contributions to multiple Roth IRAs or to both Roth and non-Roth IRA, the total amount of contributions to all IRAs may not exceed the limits explained above. It is the responsibility of the Owner, not The Cincinnati Life Insurance Company, to comply with all such limitations.

If this is an inherited IRA within the meaning of IRC § 408(d)(3)(C), no contributions will be accepted.

DISTRIBUTIONS

During Owner's Life

No amount is required to be distributed prior to the death of the Owner for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of IRC § 408(d)(3)(C), this paragraph does not apply.

After Death of Owner

Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:

1. If the designated Beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected in accordance with paragraph 3. below. If this is an inherited IRA within the meaning of IRC § 408(d)(3)(C) established for the benefit of a nonspouse designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under IRC § 402(C)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated Beneficiary may elect to have distributions made under this paragraph 1. if the transfer is made no later than the end of the year following the year of death.
2. If the Owner's sole designated Beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70 ½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph 3. below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 3. below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the payment option chosen.
3. If there is no designated Beneficiary, or if applicable by operation of paragraph 1. or 2. above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 2. above).

Life expectancy is determined using the Single Life Table in Q&As-1 of § 1.041(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraphs 1. or 2. and reduced by 1 for each subsequent year.

For purposes of 1. above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Other Distribution Provisions

The "interest" in the Roth IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.

If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Roth IRA as his or her own Roth IRA. This election will be deemed to have been made if the such surviving spouse makes a contribution to the Roth IRA or fails to take required distributions as a Beneficiary.

The required minimum distributions payable to a designated Beneficiary from this IRA may be withdrawn from another IRA the Beneficiary holds from the same decedent in accordance with Q&As-9 of § 1.408-8 of the Income Tax Regulations.

Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the Owner's interest in the Roth IRA shall be made in accordance with the requirements of IRC § 408(b)(3), as modified by IRC § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined above) must satisfy the requirements of IRC § 408(a)(6), as modified by IRC § 408A(c)(5), and the regulations thereunder, rather than the distribution rules set out above.

TRANSFERABILITY

Except in the case of divorce (pursuant to an appropriate court order), the contract is nontransferable. This means that, except in the case of divorce, no portion of the Owner's interest in the contract can be transferred or assigned to any person or entity.

The entire interest of the Owner in the contract is nonforfeitable. The contract is established for the exclusive benefit of the Owner and his or her Beneficiaries. If this is an inherited IRA within the meaning of IRC § 408(d)(3)(C) maintained for the benefit of a designated Beneficiary of a deceased individual, references in this Endorsement to the "individual" or "Owner" are to the deceased individual.

GENERAL

Any refund of Premium Payments, other than refunds attributable to excess contributions, will be applied before the close of the calendar year following the year of the refund toward future Premium Payments or the purchase of additional benefits.

The Cincinnati Life Insurance Company shall furnish annual calendar year reports concerning the status of the annuity and any information concerning required minimum distributions that may be required by the Commissioner of Internal Revenue.

However, it is the responsibility of the Owner, and not that of The Cincinnati Life Insurance Company, to comply with the required distribution rules set forth herein.

If the provisions of the IRC relating to Roth IRAs are changed or amended from time to time, the language of this Endorsement may be more or less restrictive than allowed by the IRC. In such case, the current provisions of the IRC will apply. We may amend this contract from time to time to comply with the provisions of the IRC, related regulations, and other published guidance.

In witness whereof, we have caused this Endorsement to be effective as of the date of issue of the contract to which it is attached.

THE CINCINNATI LIFE INSURANCE COMPANY

A handwritten signature in cursive script, appearing to read "Lisa M. Love".

Secretary

SERFF Tracking Number: GRJR-127609172 State: Arkansas
 Filing Company: The Cincinnati Life Insurance Company State Tracking Number: 49764
 Company Tracking Number: CLI120050211
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: Individual IRA Endorsements
 Project Name/Number: Individual IRA Endorsements/Form CLI-12005 (2/11) and Form CLI-12006 (2/11)

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: AR Certification of Readability 2-11.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: N/A - No application attached as this is not a policy form filing.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Life & Annuity - Acturial Memo		
Bypass Reason: N/A, not a contract filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: AR Certification of Compliance		
Comments:		
Attachment: AR Certification Of Compliance 2-11.pdf		

ARKANSAS CERTIFICATION

This is to certify that the attached policy Form CLI-12005 (2/11)
Individual Retirement Annuity Endorsement
Form CLI-12006 (2/11)
Roth Individual Retirement Annuity Endorsement

has achieved a Flesch Reading Ease Score of N/A
respectively, and complies with the requirements of Ark. Stat. Ann. 66-3251 through
66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

September 9, 2011
Date


Signature of Officer

Roger A. Brown, FSA, MAAA
Name

Vice President and Actuary
Title

THE CINCINNATI LIFE INSURANCE COMPANY

Arkansas

CERTIFICATION

Re: Form CLI-12005 (2/11), Individual Retirement Annuity Endorsement
Form CLI-12006 (2/11), Roth Individual Retirement Annuity Endorsement

I, Roger A. Brown, FSA, MAAA an officer of The Cincinnati Life Insurance Company, certify that I have reviewed or supervised the review of the policy forms contained in this filing and hereby certify that they are in compliance with Regulation 19 and, to the best of my knowledge and belief, are in compliance with all applicable requirements of the Arkansas Insurance Department.

I also certify that an important notice, as required by Ark. Code Ann. 23-79-138, and the Notice of Arkansas Life and Disability Insurance Guaranty Association, as required by Regulation 49, will be included with all issues of policy forms.



Officer

September 9, 2011

Date

Vice President and Actuary
Title