

SERFF Tracking Number: AULD-128048119 State: Arkansas  
Filing Company: American United Life Insurance Company State Tracking Number:  
Company Tracking Number: IRAFIA.OM-K.ROTHREV  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
Product Name: Single Premium Roth IRA Group Annuity Amendment  
Project Name/Number: Single Premium Roth IRA Group Annuity Amendment/IRAFIA.OM-K.Rothrev

## Filing at a Glance

Company: American United Life Insurance Company

Product Name: Single Premium Roth IRA SERFF Tr Num: AULD-128048119 State: Arkansas

Group Annuity Amendment

TOI: A02G Group Annuities - Deferred Non- SERFF Status: Closed-Approved State Tr Num:  
variable

Sub-TOI: A02G.003 Single Premium Co Tr Num: IRAFIA.OM- State Status: Approved-Closed  
K.ROTHREV

Filing Type: Form

Reviewer(s): Donna Lambert

Authors: Danita Ragland-Hatton, Disposition Date: 02/01/2012

Ann Smith, Nelvia Washington

Date Submitted: 01/30/2012

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date: 03/01/2012

State Filing Description:

## General Information

Project Name: Single Premium Roth IRA Group Annuity Amendment

Status of Filing in Domicile: Pending

Project Number: IRAFIA.OM-K.Rothrev

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer

Overall Rate Impact:

Filing Status Changed: 02/01/2012

State Status Changed: 02/01/2012

Deemer Date:

Created By: Ann Smith

Submitted By: Ann Smith

Corresponding Filing Tracking Number:

Filing Description:

Re: American United Life Insurance Company (AUL)

AUL's NAIC #60895 and FEIN #35-0145825

- 1) Form IRAFIA.OM-K.Rothrev, Amendment to the IRA Group Annuity Contract
- 2) Form Form IRAFIA.OM-C.Rothrev, Addendum to the IRA Group Annuity Certificate

The enclosed new amendment form IRAFIA.OM-K.Rothrev and new addendum form IRAFIA.OM-C.Rothrev are being

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submitted for filing and approval. These forms replace amendment form IRA.FIAonly.OM-K.Roth and addendum form IRA.FIAonly.OM-C.Roth that were previously submitted and approved by your office on August 23, 2006 (SERT-6SNKUJ186.

We are submitting the enclosed forms in "John Doe" fashion, with any variable information displayed in bold-face type within brackets.

The enclosed form IRAFIA.OM-K.Rothrev is an Amendment to our Internal Revenue Code Section 408 Traditional Individual Retirement Annuity (IRA) Fixed-Only Group Annuity Contract, Form IRA.FIAonly.OM-K.rev, which was approved by your office on November 20, 2004.

The enclosed form IRAFIA.OM-C.Rothrev is an Addendum to the Certificate that is issued to each participant. The underlying Certificate form IRA.FIAonly.OM-C.rev was filed and approved with the contract.

The enclosed amendment converts the underlying IRA group annuity contract form IRA.FIAonly.OM-K.rev into an Internal Revenue Code Section 408A Roth IRA, to which participants may roll over qualified Roth contributions. The enclosed addendum reflects this Roth IRA conversion in the participant's Certificate.

The new forms IRAFIA.OM-K.Rothrev and IRAFIA.OM-C.Rothrev update the regulation language bringing the underlying group annuity contract and applicable certificates into compliance with Internal Revenue Code Section 408A Roth IRA. This language is required by law to retain the tax-qualified status of Internal Revenue Code. This language has been filed variable because it is subject to change based on changes in federal tax law regulations.

These forms provide only updated regulation language and do not make any actuarial changes to the underlying contract.

American United Life has reviewed the forms and believes, to the best of its knowledge, that the forms are both consistent with the laws and regulations of the state and in compliance with those laws and regulations. The forms contain no unusual or possibly controversial items deviating from normal company or industry standards.

If there are any questions, please let me know. We look forward to receiving your response. Thank you for your assistance with this filing.

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 Product Name: Single Premium Roth IRA Group Annuity Amendment  
 Project Name/Number: Single Premium Roth IRA Group Annuity Amendment/IRAFIA.OM-K.Rothrev

## Company and Contact

### Filing Contact Information

Ann Smith, Sr. Contract Analyst Ann.Smith@oneamerica.com  
 One American Square 317-285-4223 [Phone]  
 Indianapolis, IN 46206

### Filing Company Information

American United Life Insurance Company CoCode: 60895 State of Domicile: Indiana  
 One American Square Group Code: 619 Company Type:  
 P.O. Box 7127 Group Name: State ID Number:  
 Indianapolis, IN 46206 FEIN Number: 35-0145825  
 (877) 285-7660 ext. [Phone]

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

| COMPANY                                | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|--|----------|----------------|---------------|
| American United Life Insurance Company | \$100.00 | 01/30/2012     | 55932199      |

SERFF Tracking Number: AULD-128048119 State: Arkansas  
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TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
Product Name: Single Premium Roth IRA Group Annuity Amendment  
Project Name/Number: Single Premium Roth IRA Group Annuity Amendment/IRAFIA.OM-K.Rothrev

## Correspondence Summary

### Dispositions

| Status   | Created By    | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Donna Lambert | 02/01/2012 | 02/01/2012     |

*SERFF Tracking Number:*      *AULD-128048119*                      *State:*                      *Arkansas*  
*Filing Company:*              *American United Life Insurance Company*      *State Tracking Number:*  
*Company Tracking Number:*      *IRAFIA.OM-K.ROTHREV*  
*TOI:*                      *A02G Group Annuities - Deferred Non-variable*      *Sub-TOI:*                      *A02G.003 Single Premium*  
*Product Name:*              *Single Premium Roth IRA Group Annuity Amendment*  
*Project Name/Number:*      *Single Premium Roth IRA Group Annuity Amendment/IRAFIA.OM-K.Rothrev*

## **Disposition**

Disposition Date: 02/01/2012

Implementation Date: 03/01/2012

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AULD-128048119 State: Arkansas  
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 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
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| Schedule            | Schedule Item                                 | Schedule Item Status | Public Access |
|---------------------|---|----------------------|---------------|
| Supporting Document | Flesch Certification                          | Approved             | Yes           |
| Supporting Document | Application                                   | Approved             | Yes           |
| Supporting Document | Life & Annuity - Actuarial Memo               | Approved             | Yes           |
| Supporting Document | Statement of Variability                      | Approved             | Yes           |
| Form                | Amendment to the IRA Group Annuity Contract   | Approved             | Yes           |
| Form                | Addendum to the IRA Group Annuity Certificate | Approved             | Yes           |

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## Form Schedule

Lead Form Number: IRAFIA.OM-K.Rothrev

| Schedule Item          | Form Number             | Form Type   | Form Name   | Action  | Action Specific Data | Readability | Attachment   |
|------------------------|-------------------------|---|---|---------|----------------------|-------------|--|
| Approved<br>02/01/2012 | IRAFIA.OM<br>-K.Rothrev | Policy/Cont<br>ract/Fratern<br>al<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider | Amendment to the<br>IRA Group Annuity<br>Contract   | Initial |                      |             | Roth<br>amendment<br>to<br>OMNIFIAonly<br>PatriotIRA NO<br>WC contract<br>file copy (1-<br>12-12 Roth<br>MCO<br>version).pdf |
| Approved<br>02/01/2012 | IRAFIA.OM<br>-C.Rothrev | Certificate<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider                                       | Addendum to the IRA<br>Group Annuity<br>Certificate | Initial |                      |             | Roth<br>addendum to<br>OMNIFIAonly<br>PatriotIRA NO<br>WC cert file<br>copy (1-12-12<br>Roth MCO<br>version).pdf             |

AMENDMENT  
TO THE  
IRA GROUP ANNUITY  
CONTRACT NUMBER [GXXXXXX] (THE CONTRACT)  
ISSUED BY  
AMERICAN UNITED LIFE INSURANCE COMPANY (AUL)  
TO THE  
[ABC COMPANY]  
(THE CONTRACTHOLDER)

This Amendment is effective on [enter correct date here].

You and we hereby agree, by signing below, that the Contract is amended as follows:

By deleting the Contract designation “Traditional IRA Group Annuity” on the face page of the Contract and by redesignating the Contract as follows:

“Roth IRA Group Annuity”

By replacing §1.8 with the following §1.8, and by adding the following §§1.14A, 1.14B and 1.17:

1.8 "Contributions" are **[funds that are transferred to this contract as a Qualified Rollover Contribution. Other types of Roth IRA contributions (i.e., regular contributions and recharacterized contributions discussed in Income Tax Regulations §§1.408A-3 and -5) will not be accepted under this contract. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C), no Contribution will be accepted.]** To constitute a “Contribution,” such funds must be allocable to Participant Accounts according to applicable instructions. Such transferred funds may be listed under categories other than AContributions@ on annual and quarterly reporting. The legal title to, and ownership of, such amounts is vested solely in the Participant.

**[1.14A The “Modified Adjusted Gross Income” (or “Modified AGI”) for a Participant for a taxable year is defined in Code §408A(c)(3) and does not include any amount included in adjusted gross income as a result of a Qualified Rollover Contribution.]**

**[1.14B A “Non-Roth IRA” is an IRA other than a Roth IRA.]**

**[1.17 A “Qualified Rollover Contribution” is a rollover Contribution of a distribution from an eligible retirement plan described in Code §402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code §408(d)(3) (except that the one-rollover-per-year rule of Code §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 Code §§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 (a) and (b) below.**

**(a) All or a portion of a military death gratuity or servicemember’s group life insurance (“SGLI”) payment may be contributed if the Contribution is made within 1 year of receiving the gratuity or payment. Such Contributions are disregarded for purposes of the one-rollover-per-year rule under Code §408(d)(3)(B).**

- (b) **All or part of an airline payment (as defined in §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.]**

By replacing §2.1 with the following:

2.1 Amount of Contributions:

- [(a) **Contributions made to this contract may vary in amount and frequency, and must consist of Qualified Rollover Contributions. Other types of Roth IRA contributions will not be accepted under this contract. All such Qualified Rollover Contributions for a Participant must be made within a 3-year period beginning with the date of the initial Qualified Rollover Contribution. Such Qualified Rollover Contributions, as identified to us, are credited as rollover Contributions under the appropriate Participant Account and are tracked within this contract as required by applicable state and federal law. Also, the total of all Qualified Rollover Contributions transferred for the Participant to this contract within the 3-year period from a prior funding medium not issued by us must not exceed \$1,000,000.**
- (b) **Notwithstanding any other provisions of this contract, no Contribution will be accepted under a Code §408(p) SIMPLE IRA plan established by a Participant’s employer, with the exception that a transfer or rollover of funds attributable to contributions made by a Participant’s employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA after the expiration of the 2-year period beginning on the date the Participant first participated in that employer’s SIMPLE IRA plan.]**
- (c) Excess Contributions: On receipt of instructions from the Participant, we will withdraw Excess Contributions, plus gains and minus losses, from his Account and return them to him. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Code.
- (d) Refunds of Contributions (other than Excess Contributions) will be applied before the close of the calendar year following the year of such refund toward the purchase of additional benefits.

By replacing Subsections 4.2(b) and (c) with the following:

- [(b) **Notwithstanding any provision of this contract to the contrary, the distribution of the Participant’s interest in the contract shall be made in accordance with the requirements of Code §408(b)(3), as modified by Code §408A(c)(5), and the regulations issued thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Participant’s interest (as determined under Subsection (c)(3) below) must satisfy the requirements of Code §408(a)(6), as modified by Code §408A(c)(5), and the regulations issued thereunder, rather than the distribution rules in Subsections (c)(1), (3), and (4) and (d) below.**
- (c) (1) **If the Participant dies before his Annuity Commencement Date, his entire interest will be distributed at least as rapidly as follows:**
  - (A) **If the designated beneficiary is not the Participant’s surviving spouse, the entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the Participant died, over the remaining life expectancy of such designated beneficiary. Such life expectancy is determined using the age of the beneficiary as of his birthday in the year**

following the year of the Participant's death or, if elected, in accordance with Subsection (c)(1)(C) below. If the Participant Account is an inherited IRA within the meaning of Code §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 Code §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 Subsection (c)(1)(A) if the transfer is made no later than the end of the year following the year of death.

- (B) If the sole designated beneficiary is the Participant's surviving spouse, the entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the Participant died (or by the end of the calendar year in which the Participant would have attained age 70  $\frac{1}{2}$ , if later), over such spouse's life expectancy or, if elected, in accordance with Subsection (c)(1)(C) below. If the surviving spouse dies before required distributions commence to him, the remaining interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the spouse died, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Subsection (c)(1)(C) below. If the surviving spouse dies after required distributions commence to him, 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 Subsection (c)(1)(A) or (B) above, the entire interest will be distributed no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Subsection (c)(1)(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 Subsection (c)(1)(A) or (B) above and reduced by 1 for each subsequent year.
- (2) If the Participant dies on or after his Annuity Commencement Date, any interest remaining under the benefit payment option selected will continue to be distributed under that benefit payment option.
  - (3) The Participant's "interest" 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 contract, such as guaranteed death benefits.
  - (4) For purposes of Subsection (c)(1)(B) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under

that Subsection. 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.

- (d) If the sole designated beneficiary is the Participant's surviving spouse, such spouse may treat the Participant's Account as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a Contribution to this contract or fails to take required distributions as a beneficiary.
- (e) 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&A-9 of §1.408-8 of the Income Tax Regulations.]

And by replacing §§4.3, 8.1, and 8.8 with the following corresponding Sections:

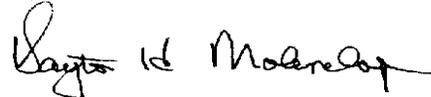
- 4.3 **[Distributions Before Death: No amount is required to be distributed prior to the Participant's death. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C), this Section does not apply.]**
- 8.1 **Ownership: You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until such amounts are made available to them under this contract. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract. [This contract is established for the exclusive benefit of the Participants and their beneficiaries. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this contract to the "Participant" are to the deceased individual.]**
- 8.8 **Statements and Reports: Reasonably promptly after the end of each [Contract Quarter], we will prepare a statement of the Account Value for each Participant Account that is maintained under this contract. [We will also furnish to the IRS and to the Participant any other report or information that is required by the Internal Revenue Service. The Participant must provide us with any information that we request that is necessary to prepare these reports.]**

CONTRACTHOLDER

AUL

By \_\_\_\_\_

By



Title \_\_\_\_\_

President & Chief Executive Officer

Date \_\_\_\_\_

Attest



Secretary

ADDENDUM  
TO THE CERTIFICATE  
ISSUED TO THE PARTICIPANT IN  
IRA GROUP ANNUITY  
CONTRACT NUMBER [GXXXXX] (THE CONTRACT)  
ISSUED BY  
AMERICAN UNITED LIFE INSURANCE COMPANY (AUL)  
TO THE  
[ABC COMPANY]  
(THE CONTRACTHOLDER)

This Addendum is effective on [enter correct date here].

Your Certificate is hereby amended as follows:

By deleting the Contract designation “IRA Group Annuity” on the face page of your Certificate and by redesignating the Contract as follows:

“Roth IRA Group Annuity”

By replacing §1.8 with the following §1.8, and by adding the following §§1.14A, 1.14B and 1.17:

1.8 "Contributions" are [funds that are transferred to the Contract as a Qualified Rollover Contribution. Other types of Roth IRA contributions (i.e., regular contributions and recharacterized contributions discussed in Income Tax Regulations §§1.408A-3 and -5) will not be accepted. If your Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C), no Contribution will be accepted.] To constitute a “Contribution” for you, such funds must be allocable to your Account according to applicable instructions. Such transferred funds may be listed under categories other than AContributions@ on annual and quarterly reporting. The legal title to, and ownership of, such amounts in your Account is vested solely in you.

[1.14A Your “Modified Adjusted Gross Income” (or “Modified AGI”) for a taxable year is defined in Code §408A(c)(3) and does not include any amount included in adjusted gross income as a result of a Qualified Rollover Contribution.]

[1.14B A “Non-Roth IRA” is an IRA other than a Roth IRA.]

[1.17 A “Qualified Rollover Contribution” is a rollover Contribution of a distribution from an eligible retirement plan described in Code §402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code §408(d)(3) (except that the one-rollover-per-year rule of Code §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 Code §§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 (a) and (b) below.

(a) All or a portion of a military death gratuity or servicemember’s group life insurance (“SGLI”) payment may be contributed if the Contribution is made within 1 year of receiving the gratuity or payment. Such Contributions are disregarded for purposes of the one-rollover-per-year rule under Code §408(d)(3)(B).

(b) All or part of an airline payment (as defined in §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.]

By replacing §2.1 with the following:

2.1 Amount of Contributions:

- [(a) Contributions made to the Contract may vary in amount and frequency, and must consist of Qualified Rollover Contributions. Other types of Roth IRA contributions will not be accepted. All such Qualified Rollover Contributions for you must be made within a 3-year period beginning with the date of the initial Qualified Rollover Contribution for you. Such Qualified Rollover Contributions, as identified to us, are credited as rollover Contributions under your Account and are tracked within the Contract as required by applicable state and federal law. Also, the total of all Qualified Rollover Contributions transferred for you to the Contract within the 3-year period from a prior funding medium not issued by us must not exceed \$1,000,000.**
- (b) Notwithstanding any other provisions of the Contract, no Contribution will be accepted under a Code §408(p) SIMPLE IRA plan established by your employer, with the exception that a transfer or rollover of funds attributable to contributions made by your employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA after the expiration of the 2-year period beginning on the date you first participated in your employer’s SIMPLE IRA plan.]**
- (c) Excess Contributions: On receipt of your instructions, we will withdraw Excess Contributions, plus gains and minus losses, from your Account and return them to you. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Code.
- (d) Refunds of Contributions (other than Excess Contributions) will be applied before the close of the calendar year following the year of such refund toward the purchase of additional benefits.

By replacing Subsections 4.2(b) and (c) with the following:

- [(b) Notwithstanding any provision of the Contract to the contrary, the distribution of your interest in the Contract shall be made in accordance with the requirements of Code §408(b)(3), as modified by Code §408A(c)(5), and the regulations issued thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of your interest (as determined under Subsection (c)(3) below) must satisfy the requirements of Code §408(a)(6), as modified by Code §408A(c)(5), and the regulations issued thereunder, rather than the distribution rules in Subsections (c)(1), (3), and (4) and (d) below.**
- (c) (1) **If you die before your Annuity Commencement Date, your entire interest will be distributed at least as rapidly as follows:**

  - (A) If your designated beneficiary is not your surviving spouse, your entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which you died, over the remaining life expectancy of your designated beneficiary. Such life expectancy is determined using the age of your beneficiary as of his or her birthday in the year following the year of your death or, if elected, in accordance with Subsection (c)(1)(C) below. If your Account is an inherited IRA within the meaning of Code §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 Code §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 Subsection (c)(1)(A) if the transfer is made no later than the end of the year following the year of death.**

- (B)** If your sole designated beneficiary is your surviving spouse, your entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which you died (or by the end of the calendar year in which you would have attained age 70 ½, if later), over your spouse's life expectancy or, if elected, in accordance with Subsection (c)(1)(C) below. If your surviving spouse dies before required distributions commence to him or her, your remaining interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which your spouse died, over your 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 your spouse, or, if elected, will be distributed in accordance with Subsection (c)(1)(C) below. If your 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 Subsection (c)(1)(A) or (B) above, your entire interest will be distributed no later than December 31 of the calendar year containing the fifth anniversary of your death (or of your spouse's death in the case of your surviving spouse's death before distributions are required to begin under Subsection (c)(1)(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 your surviving spouse as your sole designated beneficiary, your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to your 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 your beneficiary's age in the year specified in Subsection (c)(1)(A) or (B) above and reduced by 1 for each subsequent year.
- (2)** If you die on or after your Annuity Commencement Date, any interest remaining under the benefit payment option selected will continue to be distributed under that benefit payment option.
- (3)** Your "interest" 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 Contract, such as guaranteed death benefits.
- (4)** For purposes of Subsection (c)(1)(B) above, required distributions are considered to commence on the date distributions are required to begin to your surviving spouse under that Subsection. 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.
- (d)** If your sole designated beneficiary is your surviving spouse, your spouse may treat your Account as his or her own IRA. This election will be deemed to have been made if your surviving spouse makes a Contribution to the Contract or fails to take required distributions as a beneficiary.

- (e) **The required minimum distributions payable to your designated beneficiary from this IRA may be withdrawn from another IRA your beneficiary holds from you in accordance with Q&A-9 of §1.408-8 of the Income Tax Regulations.]**

And by replacing §§4.3, 8.1, and 8.8 with the following corresponding Sections:

- 4.3 **[Distributions Before Death: No amount is required to be distributed prior to your death. If your Account is an inherited IRA within the meaning of Code §408(d)(3)(C), this Section does not apply.]**
- 8.1 **Ownership: The Contractholder owns the Contract. No other person or entity has any right, title, or interest in the Contract or to amounts received or credited under it until such amounts are made available to them under the Contract. All amounts received or credited under the Contract become our property. We are obligated to make only the payments or distributions specified in the Contract. [The Contract is established for the exclusive benefit of the Participants and their beneficiaries. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in the Contract or in this Certificate to the “Participant” are to the deceased individual.]**
- 8.8 **Statements and Reports: Reasonably promptly after the end of each [Contract Quarter], we will prepare a statement of your Account Value. [We will also furnish to the IRS and to you any other report or information that is required by the Internal Revenue Service. You must provide us with any information that we request that is necessary to prepare these reports.]**

AUL

By



Secretary

SERFF Tracking Number: AULD-128048119 State: Arkansas  
 Filing Company: American United Life Insurance Company State Tracking Number:  
 Company Tracking Number: IRAFIA.OM-K.ROTHREV  
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
 Product Name: Single Premium Roth IRA Group Annuity Amendment  
 Project Name/Number: Single Premium Roth IRA Group Annuity Amendment/IRAFIA.OM-K.Rothrev

## Supporting Document Schedules

|                         |  | <b>Item Status:</b> | <b>Status<br/>Date:</b> |
|-------------------------|--|---------------------|-------------------------|
| <b>Bypassed - Item:</b> | Flesch Certification   | Approved            | 02/01/2012              |
| <b>Bypass Reason:</b>   | We believe this requirement is not applicable for this group IRA addendum and amendment. |                     |                         |
| <b>Comments:</b>        |  |                     |                         |

|                         |   | <b>Item Status:</b> | <b>Status<br/>Date:</b> |
|-------------------------|---|---------------------|-------------------------|
| <b>Bypassed - Item:</b> | Application   | Approved            | 02/01/2012              |
| <b>Bypass Reason:</b>   | We believe this requirement is not applicable to this amendment filing. |                     |                         |
| <b>Comments:</b>        |   |                     |                         |

|                         |  | <b>Item Status:</b> | <b>Status<br/>Date:</b> |
|-------------------------|--|---------------------|-------------------------|
| <b>Bypassed - Item:</b> | Life & Annuity - Actuarial Memo  | Approved            | 02/01/2012              |
| <b>Bypass Reason:</b>   | This amendment does not change the actuarial memorandum filed with the contract. |                     |                         |
| <b>Comments:</b>        |  |                     |                         |

|                          |  | <b>Item Status:</b> | <b>Status<br/>Date:</b> |
|--------------------------|--|---------------------|-------------------------|
| <b>Satisfied - Item:</b> | Statement of Variability                             | Approved            | 02/01/2012              |
| <b>Comments:</b>         |  |                     |                         |
| <b>Attachment:</b>       | Form IRAFIAonlyOM-KRoth - STATEMENT OF VARIABLES.pdf |                     |                         |

## STATEMENT OF VARIABLES

**FORM TYPE:** *Amendment to Group Annuity Contract*

**FORM NO.:** IRAFIA.OM-K.Rothrev

IRAFIA.OM-C.Rothrev

| <b>Page Number</b> | <b>Section Number</b> | <b>Provision/Description</b>                                 | <b>Explanation for Variable language</b>   |
|--------------------|-----------------------|--|--|
| 1                  | Cover page            | Amendment heading  | Based on current contractholder information  |
| 1                  | 1.8                   | Internal Revenue Code required (Bold and bracketed language) | Currently this amendment allows for Roth Qualified Rollover Contribution. If in the future additional type of Roth rollovers were allowed, the amendment language would be adjusted to accept such rollovers.      |
| 1                  | 1.14A                 | Internal Revenue Code required language                      | Subject to change based on changes in the Internal Revenue Code  |
| 1                  | 1.14B                 | Internal Revenue Code required language                      | Subject to change based on changes in the Internal Revenue Code  |
| 1                  | 1.17                  | Internal Revenue Code required language                      | Subject to change based on changes in the Internal Revenue Code  |
| 1                  | 2.1(a)                | Single premium contribution language                         | Currently single premium contributions are allowed under this form; however, in the future if recurring premiums are allowed, the amendment language would be changed to reflect this change in contribution type. |
| 2                  | 2.1(b)                | Internal Revenue Code required language                      | Subject to change based on changes in the Internal Revenue Code  |
| 2                  | 4.2(b) and (c)        | Internal Revenue Code required language                      | Subject to change based on changes in the Internal Revenue Code  |
| 4                  | 4.3                   | Internal Revenue Code required language                      | Subject to change based on changes in the Internal Revenue Code  |
| 4                  | 8.1                   | Internal Revenue Code required language                      | Subject to change based on changes in the Internal Revenue Code  |
| 4                  | 8.8                   | Internal Revenue Code required language                      | Subject to change based on changes in the Internal Revenue Code  |