

SERFF Tracking Number: AEGK-125806755 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 40931
Company Tracking Number: F-TRACFA-0808
TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.001 Funding Agreement
Product Name: Separate Account Funding Agreement
Project Name/Number: /F-TRACFA-0808

Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: Separate Account Funding Agreement SERFF Tr Num: AEGK-125806755 State: ArkansasLH

TOI: A08G Group Annuities - Unallocated

SERFF Status: Closed

State Tr Num: 40931

Sub-TOI: A08G.001 Funding Agreement

Co Tr Num: F-TRACFA-0808

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Allison Craig

Disposition Date: 11/25/2008

Date Submitted: 11/20/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: F-TRACFA-0808

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: Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 11/25/2008

State Status Changed: 11/25/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Form No. F-TRACFA-0808 Separate Account Funding Agreement

The above captioned form is submitted for your review and approval. This is a new form that has not been previously submitted. Form no. F-TRACFA-0808 is a funding agreement issued to pension plans, retirement plans, and institutional investors.

Agreements issued using this form guarantee the total return of an equity or bond index plus or minus a yield

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adjustment. There are no charges for investment management fees or trading or transaction costs. The funds invested in the agreements are deposited in a separate account. At the end of each calendar quarter the market value of the assets of the separate account is determined. If the value is less than the agreements' liability, general account assets will be added to "true up" the account. Likewise, excess assets may be withdrawn and put in the general account.

For each Owner, the Company will (1) deposit the initial cash deposit into the separate account, (2) initially credit to the Owner the number of Index Units equal to the deposit amount divided by the value of the appropriate equity or bond index, and (3) at regular intervals increase the number of Index Units credited to the Owner based on a yield adjustment. The Owner's account balance on any given Business Day is equal to the number of Index Units credited to the Owner multiplied by the value of the Index on such Business Day. The term of an agreement is typically 3, 4, or 5 years.

Agreements may contain an optional guarantee of principal feature and/or an optional early termination feature. If exercised, the early termination feature includes a charge to the account balance. The inclusion of any of these optional features is determined at agreement issuance.

We are establishing statutory reserves at the end of each month equal to the market value of the separate account. Reserves will, however, be set above that amount if the valuation actuary deems it prudent because of a foreseeable shortfall due to the positioning of the investment portfolio based on cash flow testing.

If you have any questions or comments regarding this filing, please feel free to contact me by phone at 1-800-227-8442, extension 3016 or via email at acraig@aegonusa.com. Your earliest consideration of this filing is most appreciated.

Sincerely,

Allison Craig, AIRC
Senior Compliance Analyst

Company and Contact

Filing Contact Information

Allison Craig, Senior Compliance Analyst acraig@aegonusa.com

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AEGON Institutional Markets (502) 560-3016 [Phone]
Louisville, KY 40202 (502) 560-2815[FAX]

Filing Company Information

Transamerica Life Insurance Company CoCode: 86231 State of Domicile: Iowa
4333 Edgewood Road N.E. Group Code: 468 Company Type:
Cedar Rapids, IA 52499 Group Name: State ID Number:
(502) 560-3016 ext. [Phone] FEIN Number: 39-0989781

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: 1 form x \$50 = \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	\$50.00	11/20/2008	24061250

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/25/2008	11/25/2008

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Disposition

Disposition Date: 11/25/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Separate Account Funding Agreement		Yes

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Form Schedule

Lead Form Number: F-TRACFA-0808

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	F-TRACFA-0808	Funding Agreement	Separate Account Funding Agreement (Annuity, Individual and Group)	Initial			F-TRACFA-0808.pdf

TRANSAMERICA LIFE INSURANCE COMPANY

Transamerica Life Insurance Company (the "Company"), Cedar Rapids, Iowa, a stock company, agrees to provide the benefits of this funding agreement (the "Agreement") in the amounts and to the persons designated in writing by the Owner, subject to all of the other terms and conditions on this page and the following pages, all of which are made a part of the Agreement.

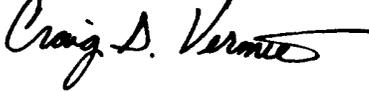
The Owner may act for and on behalf of any person entitled to receive benefits under the Agreement, and every act done by agreement made with, or notice given to, the Owner shall be binding on all such persons.

The Agreement is issued in consideration of the payment by the Owner of the stipulated Cash Deposits pursuant to the Agreement.

The Agreement shall be governed by and construed in accordance with the laws of the Jurisdiction specified on the Schedule Page.

Signed for Transamerica Life Insurance Company at its [Administrative] Office, [400 West Market Street, Louisville, Kentucky 40202], as of the Effective Date. To present inquiries, to obtain information about coverage, or to obtain assistance in resolving a complaint, please call [800-227-8442].

TRANSAMERICA LIFE INSURANCE COMPANY

[] []

[Brenda Clancy, President]

[Craig D. Vermie, Secretary]

FUNDING AGREEMENT
DOES NOT PAY DIVIDENDS

SCHEDULE PAGE

- OWNER - [XYZ National Bank and Trust Company, as trustee of the ABC Company Defined Benefit Retirement Plan]
- [PLAN - [ABC Company Defined Benefit Retirement Plan]]
- JURISDICTION - [ANY STATE]
- AGREEMENT NUMBER - [XXXXXXXXXXXX]
- EFFECTIVE DATE - [MM/DD/YYYY]
- INDEX - [Standard & Poor's 500 Total Return Index*]
- YIELD ADJUSTMENT - [XX basis points] **OR** [0.XX%]
- SEPARATE ACCOUNT IDENTIFIER - [L-2]
- FUNDING AMOUNT - [\$XX,XXX,XXX.XX]
- [YIELD ADJUSTMENT ELECTION - [Monthly]]
- [EARLY TERMINATION CHARGE - [[X] basis points multiplied by each year remaining in the Agreement (for purposes of such calculation any partial year remaining shall be deemed to be a full year) [plus the actual unamortized option cost for the hedging of the principal guarantee]]
- MATURITY DATE - [MM/DD/YYYY]
- [CONSIDERATION [TO BE] PAID TO PENSION CONSULTANT - [\$X,XXX] **OR** [X basis points per annum on the Funding Amount]]

SCHEDULE PAGE – CONTINUED

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

NOTICE ADDRESSES

The Notice Addresses shall be as follows:

The Company

Transamerica Life Insurance Company

[c/o AEGON Institutional Markets

Street address:

400 West Market Street
Louisville, Kentucky 40202

U.S. mail address:

P.O. Box 35330
Louisville, Kentucky 40232

Facsimile Number: (502) 560-4344

Attn.: AEGON Institutional Markets
Contract Administration

Company’s e-mail address:
xxxxxxxxxx@aegonusa.com]

The Owner

[XYZ National Bank and Trust Company, as trustee of the ABC Company Defined Benefit Retirement Plan
200 Main Street
Anywhere, USA 55555

Facsimile Number: (555) 555-5555

Attn.: Jane Doe

Owner’s e-mail address:
xxxxxxxxxx@owner.com]

WIRE INSTRUCTIONS

[Company’s Wire Transfer Instructions:

]

[Owner’s Wire Transfer Instructions:

]

SECTION 1. DEFINITIONS

1.01 “Account Balance” means the amount calculated pursuant to Subsection 2.05.

1.02 “Business Day” means [any day, other than a Saturday or Sunday, on which [the New York Stock Exchange is open for the transaction of business].

[1.03 “Early Termination Charge” means the charge specified as such on the Schedule Page.]

[1.04 “Early Termination Date” means the first Business Day that is [twelve months] after the Company receives the notice described in Subsection 3.02.]

[1.05] “Effective Date” means the date specified as such on the Schedule Page.

[1.06] “Funding Amount” means the amount specified as such on the Schedule Page. The Funding Amount must be received by the Company by [2 p.m. Eastern Time] on [the Effective Date] in order to be credited as received on such day.

[1.07] “Index” means the index specified as such on the Schedule Page.

[1.08] “Index Unit” means the unit of measure used in the calculation of the Account Balance.

[1.09] “Index Value” means [the value of the Index for the relevant day as published on the Bloomberg Professional Service.]

[1.10] “Maturity Date” means the date specified as such on the Schedule Page.

[1.11] “Notice Address(es)” means the information specified as such on the Schedule Page, as may be modified from time to time by prior Written Notice to the other party.

[1.12] “Owner” means the person specified as such on the Schedule Page.

[1.13] “Plan” means the plan specified as such on the Schedule Page. The Company is not a party to the Plan.]

[1.14] “Separate Account” has the meaning ascribed to it in Subsection 2.01.

[1.15] “Separate Account Identifier” has the meaning ascribed to it on the Schedule Page.

[1.16] “Unit Value” has the meaning ascribed to it in Subsection 2.04.

[1.17] “Yield Adjustment” means the adjustment specified as such on the Schedule Page.

[1.18] “Written Notice” means a written communication delivered to the recipient’s Notice Address by personal service, by mail, postage prepaid, by courier service, by messenger, by facsimile transmission, or by electronic mail. Any such communication shall be effective when received.

SECTION 2. THE SEPARATE ACCOUNT AND THE ACCOUNT BALANCE

2.01 The Separate Account. The Company has established and maintains a separate account designated by the Separate Account Identifier (the “Separate Account”) under the laws of the state of Iowa. The Funding Amount received under the Agreement and other similar agreements

("Other Separate Account Agreements") are put into the Separate Account to support the Agreement and the Other Separate Account Agreements.

The Company is the sole owner of the assets in the Separate Account and has the sole right to control, manage, and administer such assets. It may invest and trade the investments in the Separate Account in any manner it chooses.

Any income, gains, and losses, realized or unrealized, attributable to assets in the Separate Account shall be credited to or charged against the Separate Account without regard to other income, gains, or losses of the Company.

Should the market value of the assets in the Separate Account as of [the end of any calendar quarter] be less than the sum of (a) the then-current Account Balance and (b) the then-current account balances under such Other Separate Account Agreements as may be in effect at such time (collectively, the "Separate Account Liabilities"), the Company shall deposit funds [within forty-five days after the end of such calendar quarter] into the Separate Account to restore the assets in the Separate Account to an amount equal to the Separate Account Liabilities. Amounts so deposited by the Company shall be deemed to be earnings of the Separate Account. Likewise, should the market value of the assets in the Separate Account as of [the end of any calendar quarter] be greater than the then-current Separate Account Liabilities, the Company may withdraw funds [within forty-five days after the end of such calendar quarter] from the Separate Account in an amount such that the market value of the assets in the Separate Account is not less than the Separate Account Liabilities. Amounts so withdrawn by the Company shall be deemed to be charges to the earnings of the Separate Account.

The assets in the Separate Account shall not be chargeable with liabilities arising out of any other business of the Company. All assets of the Company, including assets in the Separate Account, are available to meet the guarantees under the Agreement.

2.02 Deposit of the Funding Amount into the Separate Account. The Company shall receive the Funding Amount paid to it by the Owner and shall deposit the Funding Amount in the Separate Account.

2.03 Crediting of Index Units. On the Effective Date, the Company shall credit to the Owner the number of Index Units equal to the Funding Amount divided by the Index Value as of [the close of business on the Effective Date].

[On [the last Business Day] of each [month **OR** calendar quarter], the Company shall credit additional Index Units to the Owner in an amount equal to the product of (a), (b), and (c), where:

- (a) is [1/12 **OR** 1/4] of the Yield Adjustment (expressed as a decimal);
- (b) is the number of Index Units credited to the Owner as of the end of the previous month (or as of the Effective Date if the Effective Date is later than the end of the previous month); and
- (c) is 1 or, if the Effective Date occurs within such [month **OR** calendar quarter], the fraction that represents the portion of the [month **OR** calendar quarter] during which the Agreement has been in effect.]

The number of Index Units credited hereunder shall be rounded to [three] decimal places.

2.04 Unit Value. On any day during the term of the Agreement, the Unit Value shall equal the Index Value as of [the immediately preceding Business Day].

2.05 Account Balance. On any day (the "Valuation Date"), the Account Balance shall be equal to [[the product of (a) the number of Index Units credited to the Owner as of the Valuation Date and (b) the Unit Value as of the Valuation Date] **OR** [the Funding Amount plus the product of (a), (b), and (c), where:

- (a) is the number of Index Units credited to the Owner as of the Valuation Date;
- (b) is the difference between the Unit Value as of the Valuation Date and the Unit Value as of the Effective Date; and
- (c) is the Yield Adjustment.

If the product of (a), (b), and (c) above should be less than zero, such amount shall be considered zero]].

2.06 Periodic Reporting by Company. Monthly the Company shall furnish the Owner with a statement showing transactions with respect to the Account Balance.

SECTION 3. PAYMENTS

3.01 Payment at Maturity. On the Maturity Date, the Company shall pay to the Owner the Account Balance as of such day. Such payment shall constitute a full discharge of the Company under the Agreement.

[3.02 Payment Upon Early Termination. The Owner may terminate the Agreement prior to the Maturity Date by providing to the Company irrevocable Written Notice of its intent to terminate the Agreement on the Early Termination Date. Provided the Company's liability under the Agreement shall not have been previously discharged, on the Early Termination Date the Company shall pay to the Owner an amount equal to the Account Balance minus the Early Termination Charge.]

[3.03 Benefit Payments. Bona fide Benefit Payments (as defined below) allocated to the Agreement in accordance with the liquidity hierarchy set forth below shall be paid to the Owner. In connection with any such Benefit Payment, the minimum amount that may be payable from the Agreement at any time is [\$5 million], unless the Account Balance is less than [\$5 million] at the time of the payment, in which case the Account Balance shall be paid and such payment shall constitute a full discharge of the Company under the Agreement. The Company shall make such payments within [five days] after receipt of Written Notice.

The liquidity hierarchy applicable to Benefit Payments allocable to the Agreement shall be as follows: Prior to requesting a Benefit Payment from the Company, all other assets backing the [PLAN OPTION] shall first be liquidated. Upon exhaustion of the foregoing, the Owner may request a Benefit Payment from the Agreement.

The amount of the requested Benefit Payment shall be converted to a number of Index Units equal to the dollar amount of such requested Benefit Payment divided by the Unit Value as of the close of business on the day that is two Business Days after Written Notice of the requested Benefit Payment (the "Unit Liquidation Valuation Date"), rounded to three decimal places (the "Liquidated Index Units"). Upon the making of the Benefit Payment, the number of Index Units credited to the Owner shall be reduced by the number of Liquidated Index Units.

The maximum amount of Benefit Payments payable at any time is the Account Balance as of the close of business on the Unit Liquidation Valuation Date.

For purposes of this Subsection [3.03], "Benefit Payments" means any amount disbursed from the [PLAN OPTION] in accordance with the terms of the Plan in effect on the Effective Date (including any amendments to the Plan to which the Company has consented) (a) on account of a participant's retirement, death, disability, or termination of employment, (b) on account of a participant's election to make an in-service withdrawal from the [PLAN OPTION], (c) on account of a participant's election to transfer funds out of the [PLAN OPTION], (d) on account of a participant's election to take a loan from his or her account balance under the [PLAN OPTION], or (e) pursuant to a "qualified domestic relations order" within the meaning of Section 414(p)(1)(A) of the Internal Revenue Code.]

SECTION 4. METHOD OF PAYMENT

4.01 Method of Payment. Payments shall be made by federal funds transfer unless another method is agreed upon. If, on a due date, the Federal Reserve Wire Transfer system is closed, payment shall be made on the next day on which it is open.

4.02 Currency. All amounts payable to or by the Company hereunder are payable in [United States currency] in immediately available funds.

SECTION 5. MISCELLANEOUS PROVISIONS

[5.01 Information to Be Furnished. The Owner and each person entitled to receive benefits under the Agreement shall furnish such information in such form and at such time as the Company may reasonably require with respect to a payment to be made under the Agreement; and notwithstanding any provisions of the Agreement to the contrary, the Company shall not be obligated or required to make any such payment until it has received such information in such form. The Company may rely upon the information so received, and shall not be liable with respect to any omission or inaccuracy contained therein.]

[5.02] Separate Account Investment Objective. The Owner understands and acknowledges that the primary investment objective of the Separate Account is to generate a return that approximates the rate of return on the Index, taking into account the Yield Adjustment. The Owner also understands and acknowledges that the rate of return the Owner will receive is primarily dependent on the performance of the Index and not the performance of the Separate Account assets.

[5.03] Amendment of Agreement. The terms and conditions of the Agreement shall not be amended without the consent of the Company and the Owner, such consent to be set forth in a writing signed by an authorized officer of each party hereto.

[5.04] Construction of Agreement. The headings used in the Agreement are inserted for convenience of reference only, shall not constitute any part of the Agreement, and are not to be considered in its construction.

[5.05 Assignment. The Owner may assign the Agreement only with the Company's written consent. The Company assumes no responsibility for the validity of any attempts at assignment and may rely on the written assignment filed with it. To the extent permitted by law, payments provided under the Agreement shall not be subject to commutation, anticipation, encumbrance, alienation, or assignment by any person entitled thereto, nor shall they be liable to be seized,

taken, or appropriated by any legal or equitable process or by operation of law to pay any debt or liability of the person entitled to such payment under the terms of the Agreement. The Company may not assign the Agreement unless such assignment is agreed to by the parties. Notwithstanding the foregoing, an assignment of the Agreement to a lawful successor trustee of the Plan shall not require prior approval from the Company but, to be binding on the Company, such an assignment must be in writing and signed by all the parties.]

[5.06] Entire Contract. The entire contract between the Owner and the Company consists of the Agreement and any riders, endorsements, or signed administrative agreements.

[5.07] Responsibility of the Company. The Company may rely on the Owner's directive and certificate and shall not be liable in any way or to any person or persons because of its failure to question or challenge a direction and certification of the Owner.

[5.08 Restrictions on the Company. The Company may defer honoring any request for a payment obligation under the Agreement if, due to the closing or other disruption of financial markets or exchanges, the Company is unable to settle the necessary transactions prudently as reasonably determined by the Company.]

[5.09 Issuance of Contract Under Similar Plan or "Clone" Contract. In the event that the eligibility of a group of employees to participate in the Plan is terminated and, in connection therewith, a portion of the assets of the [PLAN OPTION] is transferred to a trust established and maintained under a qualified employee benefit plan (the "Spin-off Plan"), the Company shall, upon the written request of the Owner and a party authorized to act on behalf of the Spin-off Plan and after payment to the Company of an administrative fee not to exceed \$1,000, enter into a separate agreement with respect to such Spin-off Plan, the terms of which agreement shall be similar in all material respects to the terms of the Agreement except to the extent modifications are required in order to satisfy the Company's then generally applicable criteria for the issuance of contracts such as the Agreement (a "Clone Contract"). If a Clone Contract is executed, the number of Index Units credited to the Owner shall be reduced proportionately with the amount of the Account Balance attributable to Plan participants who become participants in the Spin-off Plan, and index units equaling the number reduced hereunder shall be credited to the Spin-off Plan pursuant to such new agreement. Notwithstanding the foregoing, the Company shall not be required to enter into a Clone Contract unless in connection therewith the transfer of assets to the Spin-off Plan is effected on a pro rata basis across all of the [PLAN OPTION] assets.]

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Rate Information

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Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

09/08/2008

Comments:

Please refer to the attached Certificate of Compliance.

Attachment:

AR Certificate of Compliance.pdf

CERTIFICATE OF COMPLIANCE
SUBMITTED TO STATE OF ARKANSAS

INSURER: Transamerica Life Insurance Company

RE: Separate Account Funding Agreement form no. F-TRACFA-0808

DATE: November 20, 2008

I hereby certify that to the best of my knowledge and belief the company is compliance with the following in connection with the above-referenced forms:

1. Rule & Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance)
2. Rule & Regulation 49 (Life & Health Insurance Guaranty Association Notices)
3. ACA 23-80-206 (Flesch Certification)
4. ACA 23-79-138 and Bulletin 11-88 (Consumer Information Notice)



Gregory E. Miller-Breetz
Vice President