

SERFF Tracking Number: AGNN-125684280 State: Arkansas  
Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 39222  
Company Tracking Number: IFA-608  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: IFA-608  
Project Name/Number: IFA-608/IFA-608

## Filing at a Glance

Company: The Variable Annuity Life Insurance Company

Product Name: IFA-608 SERFF Tr Num: AGNN-125684280 State: ArkansasLH

TOI: A021 Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 39222  
Variable

Sub-TOI: A021.002 Flexible Premium Co Tr Num: IFA-608 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: Angie Fox Disposition Date: 06/09/2008

Date Submitted: 06/05/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: IFA-608

Project Number: IFA-608

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/09/2008

State Status Changed: 06/09/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

Enclosed are copies of the above referenced form for your review and approval. These forms are new and will not replace any forms previously approved by your Department.

This filing does not contain any unusual or controversial items. To the best of our knowledge, information and belief, the form submitted herewith is in compliance in all respects with the provisions of the insurance laws, rules, regulations and bulletins of your State, and such form contains no provisions previously disapproved by your Department.

<i>SERFF Tracking Number:</i>	<i>AGNN-125684280</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Variable Annuity Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39222</i>
<i>Company Tracking Number:</i>	<i>IFA-608</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>IFA-608</i>		
<i>Project Name/Number:</i>	<i>IFA-608/IFA-608</i>		

These forms comply with the Standard Nonforfeiture Law for Individual Deferred Annuities which references an indexed minimum interest rate based on defined Federal Reserve 5 Year Constant Maturity Treasury rates.

We certify that we are in compliance with Regulations 19 and 49 as well as AR. Code Ann. 23-79-138.

Form IFA-608 is an individual, fixed, non-participating, flexible purchase payment deferred annuity contract with a 5-year declining early withdrawal charge scale. After 12 years from the contract date, no withdrawal charges apply to any withdrawal. After the end of the first Contract Year, the policyowner may withdraw 10% of the Annuity Value annually without any early withdrawal charge. Issue ages are 0-85.

The application used to apply for this policy is VL 21716 VER 5/2008. A copy is attached for your review and approval. This application may, at some time in the future, be converted to an electronic document. Such adaptation may slightly alter the appearance of the document, but we assume that its content will not change and its readability compliance will not be affected. Also, at some point, we anticipate utilizing electronic signatures in a form compliant with your laws and regulations.

## Company and Contact

### Filing Contact Information

Angie Treinen, Legal Analyst II	Angie_Treinen@aigvalic.com
2929 Allen Parkway, L10-30	(800) 262-4764 [Phone]
Houston, TX 77019-2155	(713) 831-6932[FAX]

### Filing Company Information

The Variable Annuity Life Insurance Company	CoCode: 70238	State of Domicile: Texas
2929 Allen Parkway, L10-30	Group Code: 11	Company Type:
Houston, TX 77019	Group Name:	State ID Number:
(713) 831-1305 ext. [Phone]	FEIN Number: 74-1625348	

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## Filing Fees

SERFF Tracking Number: AGNN-125684280 State: Arkansas  
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Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? Yes  
Fee Explanation: The fee for this filing in our domicile state of Texas is \$100; therefore, \$100 is attached  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Variable Annuity Life Insurance Company	\$100.00	06/05/2008	20692306

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/09/2008	06/09/2008

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## Disposition

Disposition Date: 06/09/2008

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
Supporting Document	statement of variability		Yes
Form	Flexible Purchase Payment Deferred Annuity Contract		Yes
Form	Flexible Premium Deferred Annuity Application		Yes

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## Form Schedule

Lead Form Number: IFA-608

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IFA-608	Policy/Cont	Flexible Purchase ract/Fratern Payment Deferred al Annuity Contract Certificate	Initial		45	policy-form- IFA-608.pdf
	VL 21716 VER 5/2008	Application/ Enrollment Form	Flexible Premium Deferred Annuity Application	Initial		45	application- john-doe-VL 21716 VER 52008.pdf

**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY**

**FLEXIBLE PURCHASE PAYMENT DEFERRED ANNUITY CONTRACT**

The Variable Annuity Life Insurance Company (referred to in this annuity Contract as "VALIC" or "we") has issued this Contract in consideration of Your application and initial Purchase Payment.

Interest earned on Your Purchase Payments will accumulate until it is withdrawn or applied to an Income Plan. Income payments made according to the Income Plan selected will begin on the Annuity Date. If the Owner dies before an Income Plan is elected, a death benefit may be payable. See *Death Benefits*, beginning on page 9.

Each Purchase Payment is subject to an early withdrawal charge for a five-year period. No early withdrawal charges will be assessed on any withdrawals made after the twelfth (12<sup>th</sup>) Contract Year. To determine withdrawal charges, the oldest Purchase Payments are considered withdrawn first. The early withdrawal charge is equal to the percentage shown below of any portion of a Purchase Payment being withdrawn, in excess of permitted free withdrawal amounts, that has been in the Contract less than five years from the date of payment.

Years from Purchase Payment	1	2	3	4	5	Thereafter
Charge	5%	5%	5%	5%	5%	0

See *Withdrawals*, beginning on page 6, for additional information.

[



**SECRETARY**



**PRESIDENT ]**

**Read your Contract carefully. This annuity Contract explains how Your annuity works, and is a legal contract between You and VALIC.**

**RIGHT TO VOID: If, after reading the Contract You are not satisfied for any reason, You may return it to us or any agent authorized by us within twenty days after receiving it. We will refund all Purchase Payments paid and the Contract will then be void.**

**FLEXIBLE PURCHASE PAYMENT DEFERRED ANNUITY  
ANNUITY PAYMENTS TO BEGIN ON ANNUITY DATE  
THIS ANNUITY IS NON-PARTICIPATING -- DIVIDENDS ARE NOT PAYABLE**

**SCHEDULE PAGE**

Contract Owner: John Doe Social Security Number/Tax ID #: 999-99-9999

Annuitant(s): John Doe

Address: 123 Main St  
Anywhere USA XXXXX

Date of Birth: 01/01/73

Sex: Male

Phone: (123) 456-7890

Marital Status: Married

Contract Number: SPECIMEN

Contract Date: 07/01/2008

Annuity Date: 07/01/2048

Initial Purchase Payment: \$ 10,000.00

Guaranteed Minimum Interest Rate: [3.0%]

Initial Guaranteed Interest Rate in effect for [1] year[s]: [0.00%]

## TABLE OF CONTENTS

<b>SCHEDULE PAGE</b> .....	2
<b>DEFINITIONS</b> .....	4
<b>PARTIES INVOLVED</b> .....	4
OWNER.....	4
ANNUITANT .....	4
BENEFICIARY .....	5
<b>CHANGES TO OWNER, ANNUITANT OR BENEFICIARY</b> .....	5
BENEFICIARY .....	5
ANNUITANT .....	5
ASSIGNMENT AND OWNERSHIP .....	5
<b>PURCHASE PAYMENTS</b> .....	5
<b>POLICY VALUES</b> .....	5
ANNUITY VALUE.....	6
WITHDRAWAL VALUE .....	6
PURCHASE PAYMENT GUARANTEE .....	6
INTEREST CREDITING .....	6
<b>WITHDRAWALS</b> .....	6
PARTIAL WITHDRAWALS.....	6
EARLY WITHDRAWAL CHARGES.....	6
FULL WITHDRAWAL/CANCELLATION.....	7
PERMITTED FREE WITHDRAWAL AMOUNT .....	7
NO CHARGE SYSTEMATIC WITHDRAWALS .....	7
WITHDRAWAL CHARGE WAIVERS .....	7
DEFERRAL OF PAYMENTS .....	7
<b>INCOME PLANS</b> .....	7
SELECTION OF ANNUITY DATE.....	8
INCOME PLAN OPTIONS .....	8
MISSTATEMENT OF AGE .....	9
<b>DEATH BENEFITS</b> .....	9
DEATH OF ANNUITANT BEFORE ANNUITY DATE .....	9
DEATH OF OWNER BEFORE ANNUITY DATE .....	9
DEATH AFTER ANNUITY DATE.....	9
BENEFICIARY PAYMENT PROVISIONS .....	9
<b>GENERAL INFORMATION</b> .....	10
<b>ACCUMULATION TABLE</b> .....	11
<b>MINIMUM MONTHLY INCOME TABLE</b> .....	12

## **DEFINITIONS:**

**Accumulation Period:** The period between the date of the first Purchase Payment and the Annuity Date.

**Annuity Date:** The date income payments will begin. This date is shown on the Schedule Page.

**Annuitant:** The natural person or persons upon whose life income payments will be based.

**Annuity Value:** The total of all Purchase Payments plus interest credited less any previous withdrawals, and related early withdrawal charges, and any applicable taxes.

**Beneficiary:** The person(s) named by You to receive any payments after Your death.

**Company Reference:** “We”, “Our”, “Us”, “Company” or “VALIC” means The Variable Annuity Life Insurance Company.

**Contract Date:** The date this Contract was issued and the date on which the initial Purchase Payment began earning interest, as set forth on the Schedule Page.

**Contract Year:** The 12 months beginning with the Contract Date, or on any anniversary of that date.

**Home Office:** Refers to the principal office of VALIC.

**Owner:** “You”, “Your” means the Owner of this Contract who is the person named on the Schedule Page to hold this Contract and to exercise all rights and privileges under it.

**Purchase Payment:** The amount paid to VALIC in consideration for the benefits of this Contract.

**Withdrawal Value:** The Withdrawal Value is the amount payable upon a full withdrawal of the Contract and is equal to the Annuity Value less the

early withdrawal charge, if any. The Withdrawal Value will never be less than the sum of Purchase Payments made, less partial withdrawals and premium taxes.

## **PARTIES INVOLVED:**

### **Owner**

The Owner is the person entitled to the ownership rights stated by this Contract.

As the Owner, You have the right to:

- Name or change the beneficiary.
- Name a different Owner.
- Assign Your interest in the Contract to another person.
- Withdraw money from Your annuity prior to the inception of any Income Plan.
- Select an Income Plan and specify its start date. (See *Income Plans* beginning on page 7 for details).
- Receive the annuity income payments once the Income Plan has been established.
- Direct that annuity income payments should be made to another person or entity.
- Cancel Your Contract and receive the Withdrawal Value.

### **Annuitant**

The Annuitant is the person upon whose life annuity payments will be based. The Annuitant has the following effects on the annuity:

- If You choose an Income Plan that guarantees payments for life, the age and sex of the Annuitant is used to calculate the income amounts, unless unisex mortality factors apply to Your policy. (See *Employer-Sponsored Plans* on page 10 for more information.)
- If the Annuitant dies before an Income Plan begins, the Owner may designate a new Annuitant, subject to Our underwriting rules then in effect. If the Owner is not a natural

person, the death of the Annuitant will be treated as the death of the Owner.

- If the Annuitant dies after an Income Plan begins, income payments will end unless the Income Plan chosen calls for payments to continue after death.

### **Beneficiary**

The Beneficiary is the person or persons designated to receive the death benefit under this Contract. The Beneficiary will receive payment if:

- The Owner dies before an Income Plan has started, or
- The Annuitant dies while payments are being made under an Income Plan that calls for payments to continue after the Annuitant's death.

If no Beneficiary is living when the funds become payable due to death, we will pay the Owner or Owner's estate.

### **CHANGES TO OWNER, ANNUITANT OR BENEFICIARY**

#### **Beneficiary**

You have the right to designate a Beneficiary and to change the designation. The change may be made by sending a written request to Our Home Office. The change will take effect when We have recorded the change and will be deemed effective as of the date of the written request for change. The change will be subject to any payment made or action taken by Us before the request is recorded.

**Annuitant.** The Annuitant is the person designated by the Owner and set forth on the Schedule Page, unless changed prior to the Annuity Date. The Annuitant may only be changed prior to the Annuity Date as follows:

- If the Owner is a natural person, he or she may change the Annuitant upon the death of an Annuitant who is not the Owner; or
- An Owner who is a natural person and who is

not the Annuitant may designate himself or herself the Annuitant at the time the Owner requests an Income Plan in writing. An Owner who is not a natural person may not change the Annuitant.

Any change of the Annuitant is subject to our underwriting rules in effect at the time the change is requested, including underwriting rules regarding the age of the Annuitant.

**Assignment and Ownership.** If You assign Your Contract or make an ownership change, the change will take effect on the date You sign the change request form. However, We are not responsible for any payment or other action taken before We have received and acknowledged in writing Your change request.

We are not responsible for the validity of any assignment or ownership change. An assignment or ownership change either before or after the Annuity Date may be a taxable transaction to the Owner. Consult Your tax advisor to determine any tax consequences.

### **PURCHASE PAYMENTS:**

Purchase Payments may be made at any time during the Accumulation Period and may include amounts that are rolled over or directly transferred from an employer sponsored plan or IRA. Subject to any temporary or permanent waiver by the Company, Purchase Payments must be at least [\$50] per month. A [\$2,000] balance is required by the end of the third Contract Year. We may deduct amounts from Purchase Payments or from the Annuity Value for applicable premium taxes.

### **POLICY VALUES:**

We can distribute Your Annuity Value and close the account at any time during the Accumulation Period if the Annuity Value falls below or fails to reach [\$2,000] by the end of the third Contract Year or anytime thereafter.

### **Annuity Value**

Your **Annuity Value** equals:

- The sum of all Purchase Payments received,
- plus all interest earned,
- minus any applicable premium tax (see page 10),
- minus any previous withdrawals and related early withdrawal charges.

### **Withdrawal Value**

Your **Withdrawal Value** is the amount You will receive upon a full withdrawal or surrender of Your Contract. It is equal to the Annuity Value less any withdrawal charges that may apply.

### **Purchase Payment Guarantee**

We guarantee Your Purchase Payments. This guarantee is in addition to the twenty-day void right explained on the Contract cover page. If You make a full withdrawal at any time, You will receive at least the sum of all Purchase Payments received, less any prior partial withdrawals. Any applicable early withdrawal charges will be waived to the extent that they would conflict with the Purchase Payment Guarantee.

### **Interest Crediting**

During the Accumulation Period, interest will be credited to the Annuity Value on a daily basis. All interest rates quoted are effective annual interest rates. This is the rate that results after interest has compounded daily for a full year.

Interest on the initial Purchase Payment will be credited at the Initial Guaranteed Interest Rate shown on the Schedule Page. Interest on additional Purchase Payments will be credited at the current interest rate in effect at the time of payment. At any one time, different interest rates may apply to Purchase Payments paid at different times.

We guarantee Your annuity will always earn at least the Guaranteed Minimum Interest Rate set

forth on the Schedule Page prior to the selection of an Income Plan option, regardless of future economic conditions.

The table on page 11 shows the minimum Withdrawal Values We guarantee. These values could be greater if We pay or credit interest in excess of the Guaranteed Minimum Interest Rate.

### **WITHDRAWALS:**

You may request a full or partial withdrawal of Your Contract at any time prior to the Annuity Date. All withdrawals will be deemed to occur on the date that We receive the withdrawal request, unless You specify a later date in the request.

For the purpose of calculating permitted free withdrawal amounts and early withdrawal charges, withdrawals will be taken first from Purchase Payments (on a first-in, first-out basis) and then from interest earnings. This may differ from how the IRS determines tax liability.

### **Partial Withdrawals**

You may withdraw a portion of the Annuity Value any time before an Income Plan has begun. Withdrawal requests must be for a minimum of [\$250]. Your withdrawal plus any applicable early withdrawal charge as described below will be deducted from Your Annuity Value. Your Annuity Value after a partial withdrawal must be at least [\$2,000].

### **Early Withdrawal Charges**

An early withdrawal charge will be deducted from any amount withdrawn that exceeds the amount of permitted free withdrawals. We treat each Purchase Payment separately to determine if an early withdrawal charge will be applied when any portion of the Annuity Value is withdrawn. The early withdrawal charge is equal to the percentage(s) shown on page 1 of any portion of a Purchase Payment being withdrawn, in excess of permitted free withdrawal amounts, that has been

in the contract less than five years from the date of payment.

No early withdrawal charges will be assessed on any withdrawals made after the twelfth (12<sup>th</sup>) Contract Year.

### **Full Withdrawal/Termination**

A full withdrawal will terminate Your Contract. If You make a full withdrawal within five years of any Purchase Payment, the early withdrawal charge will apply. After twelve (12) years from the Contract Date, no early withdrawal charge is applicable to any Purchase Payment.

The table on page 11 shows the minimum Withdrawal Values we guarantee. These values could be greater if we pay or credit interest in excess of the Guaranteed Minimum Interest Rate.

### **Permitted Free Withdrawal Amount**

After the end of the first Contract Year, You may withdraw 10% of the Annuity Value annually without any early withdrawal charge. If multiple withdrawals are made in any Contract Year, the percentages of the Annuity Value withdrawn each time will be added together to determine the 10% withdrawal limit for that year. For each withdrawal, the percentage withdrawn is the ratio of the amount withdrawn to the portion of the Annuity Value immediately prior to the withdrawal. Withdrawals in excess of the permitted free withdrawal amounts are subject to an early withdrawal charge.

### **No Charge Systematic Withdrawals**

After the end of the first Contract Year, you may elect to begin receiving withdrawals systematically at no charge on a monthly, quarterly, semi-annual or annual basis. Systematic withdrawals must be at least \$50 and may not exceed 10% of the Annuity Value in any Contract Year or any applicable early withdrawal charges will be applied to the excess amount. You

must maintain a balance of at least \$2,000 in the Contract after any withdrawal.

### **Withdrawal Charge Waivers**

We will waive any applicable early withdrawal charge for withdrawals taken from this Contract under any of the following conditions:

- Upon Your death;
- You become totally and permanently disabled within the meaning of IRC §72(m);
- You are receiving Social Security disability or state long-term disability benefits;
- The Contract is at least five years old and You have separated from service after attaining age 55.
- The withdrawal and any earlier withdrawals during the same year do not exceed 10% of the Annuity Value (see Permitted Free Withdrawal Amount);
- Any withdrawal made from the Contract after the twelfth (12) Contract Year.

### **Deferral of Payments**

In accordance with state law, We may defer payments up to six months after receiving a request for partial or full withdrawal subject to written approval by the insurance commissioner of the state where the Contract is issued. If We defer payment, interest will continue to accrue until the payment is made.

### **INCOME PLANS:**

An Income Plan allows You to apply your Annuity Value (less any applicable early withdrawal charges) to create a guaranteed income for life or for a specified period. An Income Plan begins on the Annuity Date.

The amount of income paid under an Income Plan will depend on the amount applied to purchase the plan, less premium tax, if any, and the Income Plan option selected. The rate of interest guaranteed under these Income Plan options is

[1.5%] per year. The minimum Income Plan values are based on the [A2000 Individual Annuity Valuation Tables], ultimate 50% male, 50% female, with interest at [1.5%]. The attained age at annuitization will be adjusted downward by one year for each full five-year period that has elapsed since January 1, 2000. The table on page 12 shows the guaranteed minimum Income Plan values for monthly payments. These amounts could be greater, depending on the actual interest rates and the payment frequency selected.

The amounts shown in the table on page 12 are the guaranteed minimum income amounts. Current amounts offered to individuals of the same class may be obtained from us. Current annuity payments will not be less than those which would be provided by the application of the Annuity Value to purchase any single premium immediate annuity from us at the time to the same class of Annuitant.

### **Selection of Annuity Date**

You choose the Annuity Date. The Annuity Date may be the first day of any calendar month, but if You select an Annuity Date which is less than five years from the Contract Date, then the early withdrawal charge will be deducted before the income payment amount is calculated. The early withdrawal charge will not be deducted if the Annuity Date is at least five years from the Contract Date.

The Annuity Date may be changed at any time prior to the commencement of payments under an Annuity Income Plan, subject to any applicable legal limitations. If You do not elect an earlier date, income payments will start when the Owner reaches age 95.

### **Income Plan Options**

The Income Plan options are described below. If You do not choose another Income Plan, We will pay according to Plan B, with payments

guaranteed for ten years. Your Income Plan options are:

**Plan A - Life Income:** Provides income payments for the Annuitant's entire lifetime. Income payments will end upon the Annuitant's death.

**Plan B - Life Income with 5, 10, 15 or 20 Years Guaranteed:** Provides income payments for as long as the Annuitant lives. If the Annuitant dies before the guarantee period is over, We will continue to make payments until the end of the guarantee period. You choose the guarantee period of 5, 10, 15 or 20 years.

**Plan C - Life Income with Refund:** Provides income payments for as long as the Annuitant lives. If the Annuitant dies before the guarantee period is over, We will continue to make payments until the total amount applied to the plan has been refunded. The length of the guarantee period is calculated by dividing the amount applied to the Income Plan by the monthly income payment amount.

**Plan D – Joint and Survivor Life Annuity:** Provides an income payable during the joint lives of You and a second person and thereafter during the life of the survivor.

**Plan E - Fixed Amount:** Provides fixed amount income payments for a minimum of five years and a maximum of 20 years in an amount elected until the amount applied is exhausted.

**Plan E – Fixed Period Income:** Provides equal periodic income payments for a predetermined number of years only. The fixed period may be from five to 20 years.

Payments may be made according to one of these Income Plans or as We otherwise agree. At least 30 days prior to the Annuity Date, You must return this Contract and indicate the Income Plan You have elected.

After an Income Plan begins, Your Contract will

change:

- Your Annuity Value or Withdrawal Value on the day the Income Plan starts will be applied to the Income Plan of Your choice.
- This annuity Contract will be terminated and replaced with Our agreement to make periodic payments under the Income Plan selected.
- No further withdrawals may be made.
- Income payments will be made monthly, quarterly, semiannually or annually, as may be requested. The minimum payment is [\$50]. We will make payments less frequently if Your chosen payment schedule results in a smaller payment. We may periodically require proof that the Annuitant is still living.

### **Misstatement of Age**

If annuity payments depend on an individual's survival and the date of birth of any individual was misstated, We will adjust the remaining payments. The amount remaining to be paid will be the amount that should have been paid with the correct information. We will credit or charge the amount of any underpayment or overpayment against the next succeeding payment or payments, if any remain. We reserve the right to collect any overpayment directly from the payee.

### **DEATH BENEFITS:**

#### **Death of Annuitant Before Annuity Date**

If an Annuitant who is not an Owner dies before the Annuity Date, the Owner may designate a new Annuitant, subject to our underwriting rules then in effect. If no designation is made within 30 days of the death, the Owner will become the Annuitant. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner and the Annuity Value will be paid to the Beneficiary; a new Annuitant may not be chosen.

#### **Death of Owner Before Annuity Date**

If You die during the Accumulation Period, a death benefit equal to the Annuity Value is payable to Your Beneficiary. The amount of the payment is subject to the provisions of the Purchase Payment Guarantee described above.

If We receive a claim for the death benefit and proof that the death occurred before an Income Plan began, We will pay the Annuity Value to the Beneficiary. The Beneficiary may choose to receive it:

1. In a single sum paid within five years of the date of death; or
2. Under any of the Income Plans described in *Income Plans Options* on page 8. In this case, the Beneficiary functions as the Owner and Annuitant and may choose a new Beneficiary. The income must start no later than one year after the date of death. In addition, the income must be over a period that does not exceed the life or life expectancy of the Beneficiary. Income Plan options are available only if the Beneficiary is a natural person.

### **Death after Annuity Date**

If the Annuitant dies while payments are being made under an Income Plan, those payments will end unless the Income Plan chosen calls for payments to continue after the Annuitant's death. These payments will be made at least as rapidly as they were being made at the time of death.

### **Beneficiary Payment Provisions**

Proof of death may be provided by sending VALIC a certified copy of the death certificate, a certified copy of a decree of a court of competent jurisdiction as to death, a written statement by an attending physician, or any other proof satisfactory to VALIC. Once VALIC receives proof of death and all other required paperwork in good order, We will pay the death benefit as follows:

- **Simultaneous Death Provision.** If We cannot determine whether You or a Beneficiary died first in a common disaster, We will assume that the Beneficiary died first and make payments on that basis.
- **Multiple Beneficiaries.** You may designate two or more Beneficiaries to receive separate percentage interests in the death benefits payable under this Contract. Each such Beneficiary may separately exercise the rights that a Beneficiary has under this Contract.
- **Trust or Estate as Beneficiary.** Payments to a Beneficiary that is a trust or an estate will be made in a lump sum or in installments over a period not to exceed five years, or as allowed by applicable law.
- **Unlocatable Beneficiaries.** If We cannot obtain a mailing address for the designated Beneficiary using methods allowed by and within the period required by applicable state or federal regulations, then We will deem the Annuitant to have no designated Beneficiary and We will pay the proceeds according to the Plan, if any, and applicable law.

### **GENERAL INFORMATION:**

**The Contract.** The annuity Contract, the application and any riders or endorsements constitute the entire contract.

**Changes.** You and VALIC, by an agreement in writing, may change any or all terms of this Contract. No change will be made that adversely affects Your rights unless the change is required by law. However, subject to any required regulatory approval, we may modify the Contract so as to qualify as an annuity under the provisions of the Internal Revenue Code, as may be amended. You will be provided with notice of any change affecting Your Contract.

Only an officer of VALIC is authorized to modify the terms and provisions of the annuity Contract. Any Contract changes must be in writing and signed by an authorized officer.

**Employer-Sponsored Plans.** This annuity Contract will have unisex mortality factors applied to its Income Plan if the Contract is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other pertinent section.

**Nonparticipating.** This annuity Contract pays no dividends and has no voting rights.

**Incontestable.** This annuity Contract is incontestable.

**Proof of Survival.** We reserve the right to require satisfactory proof that an Annuitant and any payee is alive on the date any benefit payment is due. If this proof is not received after requested in writing, VALIC will have the right to make reduced payments or to withhold payments entirely until such proof is received.

**Applicable Law.** This annuity Contract is governed by the laws of the state in which it is delivered. All Annuity Values, Withdrawal Values, paid-up annuities or death benefits available from this annuity Contract are at least equal to those required by that state.

**Annual Statement.** We will send You a statement showing Your Annuity Value, Your Withdrawal Value and the activity in Your annuity at least once each Contract Year until You start an Income Plan.

**Premium Tax.** Some states may charge a premium tax on annuities. If a premium tax is due, We may find it necessary to deduct the tax from the applicable Purchase Payments, or from Your Annuity Value at the time of withdrawal or when the Annuity Value is applied to an Income Plan.

**ACCUMULATION TABLE**  
**Guaranteed Values Per \$1,000 of Purchase Payment \***

<b>End of Contract Year</b>	<b>Annuity Value Increase</b>	<b>Annuity Value End of Year</b>	<b>Withdrawal Value</b>
1	[\$1,010	\$1,010	\$1,000
2	1,020	2,030	2,000
3	1,030	3,060	3,000
4	1,041	4,101	4,000
5	1,051	5,152	5,000
6	1,062	6,214	6,000
7	1,072	7,286	7,036
8	1,083	8,369	8,119
9	1,093	9,462	9,212
10	1,105	10,567	10,317
11	1,116	11,683	11,433
12	1,126	12,809	12,559
13	1,138	13,947	13,697
14	1,150	15,097	14,847
15	1,161	16,258	16,008
16	1,172	17,430	17,430
17	1,185	18,615	18,615
18	1,196	19,811	19,811
19	1,208	21,019	21,019
20	1,220	22,239	22,239
21	1,233	23,472	23,472
22	1,244	24,716	24,716
23	1,257	25,973	25,973
24	1,270	27,243	27,243
25	1,283	28,526	28,526
26	1,295	29,821	29,821
27	1,308	31,129	31,129
28	1,321	32,450	32,450
29	1,335	33,785	33,785
30	1,348	35,133	35,133
31	1,361	36,494	36,494
32	1,375	37,869	37,869
33	1,389	39,258	39,258
34	1,402	40,660	40,660
35	1,417	42,077	42,077
36	1,431	43,508	43,508
37	1,445	44,953	44,953
38	1,459	46,412	46,412
39	1,474	47,886	47,886
40	1,489	49,375	49,375]

\*Values shown assume:

- A \$1,000 initial Purchase Payment in the first year and \$1,000 annual payments thereafter;
- The minimum guaranteed interest rate of [1.0%] for all applicable years
- No prior withdrawals and no premium tax deduction

**MINIMUM MONTHLY INCOME PLAN PAYMENTS  
PER \$1,000 OF ANNUITY VALUE USED TO PURCHASE AN INCOME PLAN**

Adjusted Age of Payee When First Installment is Payable	PLAN A, B and C TABLES						PLAN E TABLE	
	MALE and FEMALE						No. of Years Payable	Fixed Period Income
	PLAN A Life Income	PLAN B Life Income with Guaranteed Period				PLAN C Life Income with Installment Refund		
		5 years	10 years	15 years	20 years			
50	[\$3.15	\$3.15	\$3.13	\$3.11	\$3.07	\$2.96	5	\$17.28
51	3.22	3.21	3.20	3.17	3.13	3.02	6	14.51
52	3.29	3.28	3.27	3.24	3.19	3.07	7	12.53
53	3.36	3.36	3.34	3.30	3.25	3.13	8	11.04
54	3.44	3.43	3.41	3.37	3.31	3.19	9	9.89
55	3.52	3.51	3.49	3.45	3.37	3.25	10	8.96
56	3.61	3.60	3.57	3.52	3.44	3.31	11	8.21
57	3.70	3.69	3.66	3.60	3.51	3.38	12	7.58
58	3.80	3.79	3.75	3.68	3.58	3.45	13	7.05
59	3.90	3.89	3.85	3.77	3.65	3.52	14	6.59
60	4.01	3.99	3.95	3.86	3.72	3.60	15	6.20
61	4.12	4.11	4.06	3.95	3.79	3.68	16	5.85
62	4.25	4.23	4.17	4.05	3.86	3.76	17	5.55
63	4.38	4.36	4.29	4.15	3.94	3.85	18	5.27
64	4.52	4.49	4.41	4.25	4.01	3.95	19	5.03
65	4.67	4.64	4.54	4.36	4.08	4.04	20	4.81]
66	4.83	4.79	4.68	4.46	4.15	4.15		
67	5.00	4.96	4.82	4.57	4.22	4.25		
68	5.18	5.13	4.97	4.68	4.29	4.37		
69	5.38	5.32	5.13	4.80	4.35	4.49		
70	5.59	5.52	5.29	4.91	4.41	4.61		
71	5.81	5.73	5.46	5.02	4.47	4.74		
72	6.05	5.95	5.64	5.13	4.52	4.88		
73	6.31	6.19	5.82	5.24	4.57	5.03		
74	6.59	6.44	6.01	5.34	4.61	5.18		
75	6.88	6.71	6.20	5.44	4.64	5.34		

All values shown are based on an interest rate of [1.5%].

**The Variable Annuity Life Insurance Company (VALIC)**  
Houston, Texas

[INDEPENDENT CHANNEL]

**1. OWNER (All accounts will be updated with this address.)**

Name: JOHN DOE SSN: 999-99-9999  
 Gender:  Male  Female Marital Status:  Married  Not Married Age: 35 Date of Birth: 01/01/73  
 Residence Address: 123 MAIN ST  
 City: ANYWHERE State: USA ZIP: XXXXXX Daytime Phone: (123) 456-7890

**2. ANNUITANT (Non-Qualified Annuity only, if different from the Owner.)**

Upon the death of the Annuitant, prior to the beginning of an income plan, the Owner may designate a new Annuitant. If no designation is made within 30 days of the death of the Annuitant, the Owner will become the Annuitant.

Name: \_\_\_\_\_ SSN or Tax ID: \_\_\_\_\_  
 Gender:  Male  Female Marital Status:  Married  Not Married Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_

**3. BENEFICIARY DESIGNATION**

Beneficiary receives the proceeds if the Owner dies. Please refer to Beneficiary Designations on the Information page for instructions, including how to designate a beneficiary who is a minor. List each beneficiary by name. Percentage must total 100%. If no percentage is indicated, benefits will be paid equally to beneficiaries of record.

**PRIMARY:**

Name:	Relationship or Trustee Name:	SSN or Tax ID: (Optional)	Date of Birth or Trust Date:	Percentage (Whole) %:
<u>JANE DOE</u>	<u>SPOUSE</u>	<u>888-88-8888</u>	<u>01/01/74</u>	<u>100</u>

**CONTINGENT:**

Name:	Relationship or Trustee Name:	SSN or Tax ID: (Optional)	Date of Birth or Trust Date:	Percentage (Whole) %:
_____	_____	_____	_____	_____

**4. PURCHASE PAYMENT**

Purchase Payment: \$ 10,000.00 Annuity Date: 07/01/2008  
 PLAN TYPE (required):  Non-Qualified  Qualified  
 Tax-Qualified Plans:  Traditional IRA  SEP IRA  Roth IRA  403(b) Group Name/Number: \_\_\_\_\_  
 Check one:  Initial Contribution for Tax Year: \$ \_\_\_\_\_  Transfer  Rollover  Roth IRA Conversion Year: \_\_\_\_\_

**5. CONTRIBUTION INFORMATION (Refer to Information pages for guidance.)**

**TO BE COMPLETED BY VALIC**

Plan Information	Group #	Employee Voluntary (1)	Employee Mandatory or Matched (2)	Employer Basic (3)	Employer Supplemental or Matching (4)	Employee Roth (5) 403(b) Only
Plan Type	_____	_____	_____	_____	_____	_____
Plan #	_____	_____	_____	_____	_____	_____
Product	_____	_____	_____	_____	_____	_____
Sub Group	_____	_____	_____	_____	_____	_____

**6. INVESTOR PROFILE**

What are your objectives for the funds under consideration:  Safety of Principal  Long-Term Growth  Income  
 Do you anticipate needing access to more than 10% of the account value in a given year during the surrender period of this annuity?  Yes  No

**Financial Situation:**  
 Annual Household Income  Under \$50,000  \$50,000 - \$100,000  Over \$100,000 list amount: \$ \_\_\_\_\_  
 Net Worth (excluding value of primary residence)  Under \$50,000  \$50,000 - \$100,000  Over \$100,000 list amount: \$ \_\_\_\_\_  
 Tax Bracket: \_\_\_\_\_ %

**7. SIGNATURES** Checks must be made payable to The Variable Annuity Life Insurance Company (VALIC).

Do you have any existing life insurance policies or annuity contracts in this or any other company?  Yes  No

Will this annuity replace, discontinue or change any existing life insurance or annuity contract in this or any other company?  Yes  No

If yes, complete the following:

Company Name: \_\_\_\_\_ Policy No.: \_\_\_\_\_

I represent that all statements, answers, and affirmations are complete and true to the best of my knowledge and belief. I have read and understand the important disclosures in the Information page located on the reverse of this application, including fraud warnings and withdrawal restrictions for 403(b) plans, if applicable.

**Arizona Residents:** On written request, we are required to provide within a reasonable time reasonable factual information regarding the benefits and provisions of the annuity contract to the annuity contract holder and if for any reason the contract holder is not satisfied with the annuity contract, the contract holder may return the annuity contract within 20 days, or within 30 days if the contract holder is 65 years of age on the date of application for the annuity contract, after the contract is delivered and receive a refund of all monies paid.

Owner's Signature *[Signature]* ANYWHERE, USA Signed at City/State 07/01/2008 Date

**8. REPRESENTATIVE INFORMATION**

To the best of my knowledge the applicant has an existing life insurance policy or annuity contract.  Yes  No

Do you have any reason to believe the annuity applied for will replace or change any existing life insurance or annuity?  Yes  No

As agent, have you complied with all State Replacement Regulations and completed all required State Replacements forms?  Yes  No

By signing this form, I certify that I have truly and accurately recorded herein the information provided by the applicant.

Licensed Agent's Signature *[Signature]* ABC INS AGENCY # 4321 Agency Name and Number

Licensed Agent (Print name) BILL AGENT State License # 1234 Agent # 007 Region Code 0021

# Information

**[California Senior Disclosure:** Please be advised that the sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties, or other costs or penalties as a result of the sale or liquidation, and you may wish to consult independent legal or financial advice before selling or liquidating any assets and prior to the purchase of any life or annuity products being solicited, offered for sale, or sold.]

## FRAUD WARNING

**[In some states we are required to advise you of the following:** Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of a material fact, may be guilty of insurance fraud.

**Arkansas, North Dakota, South Carolina, South Dakota and Texas Residents Only:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, commits insurance fraud, which may be a crime and may subject the person to civil and criminal penalties.

**Colorado Residents Only:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**District of Columbia, Kansas, Kentucky, New Mexico, Ohio and Pennsylvania Residents Only:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Florida Residents Only:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information, is guilty of a felony of the third degree.

**Louisiana and Massachusetts Residents Only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Maine, Tennessee, Virginia and Washington Residents Only:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**New Jersey Residents Only:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Oklahoma Residents Only:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claims for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]

## BENEFICIARY DESIGNATIONS

[Your **primary** beneficiary(ies) will be paid any survivor benefit existing under the contract at your death. If there are no surviving primary beneficiaries, your **contingent** beneficiary(ies) will receive these benefits.

A beneficiary can be an individual, institution, entity or trustee.

If you wish to designate as beneficiaries your current children and any children who may be born to you or legally adopted in the future, add the words "all my living children" in the name box following the last child listed.

When there are multiple beneficiaries and one predeceases you, the proceeds will be divided among the remaining beneficiaries. A designation of "Per Stirpes" after the beneficiary name allows the children of the deceased beneficiary to receive the deceased beneficiary's portion.

If you intend to name multiple beneficiaries or a beneficiary is a minor, please complete and attach a Beneficiary Designation Form (VL 14945). VALIC will pay claims only to a custodian or through an alternative guardianship arrangement for a Beneficiary who is a minor.]

**For assistance with beneficiary designations, contact your financial advisor or a Client Service Professional at [1-800-448-2542].**

## WITHDRAWAL RESTRICTIONS FOR 403(b) PARTICIPANTS

[According to federal tax laws regulating certain 403(b) plans, any interest and earnings credited to your account after 12/31/1988 and any elective contributions made after that date may be withdrawn only under any of the following circumstances.

- Separation from service
- Age 59½ or older
- Hardship (contributions only)]
- Disability
- Death

**Please send completed forms to:**

[AIG Retirement Document Control  
P.O. Box 15648  
Amarillo, TX 79105-5648

Call **1-888-569-6128** for assistance.

Overnight Delivery:

AIG Retirement Document Control  
2271 S.E. 27th Avenue  
Amarillo, Texas 79103]

*SERFF Tracking Number:* AGNN-125684280      *State:* Arkansas  
*Filing Company:* The Variable Annuity Life Insurance Company      *State Tracking Number:* 39222  
*Company Tracking Number:* IFA-608  
*TOI:* A021 Individual Annuities- Deferred Non-      *Sub-TOI:* A021.002 Flexible Premium  
Variable  
*Product Name:* IFA-608  
*Project Name/Number:* IFA-608/IFA-608

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNN-125684280 State: Arkansas  
Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 39222  
Company Tracking Number: IFA-608  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: IFA-608  
Project Name/Number: IFA-608/IFA-608

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Certification/Notice 06/05/2008  
**Comments:**  
**Attachment:**  
FLESCH-IFA-608.pdf

**Review Status:**  
**Bypassed -Name:** Application 06/05/2008  
**Bypass Reason:** N/A-application being filed for approval. refer to form schedule tab  
**Comments:**

**Review Status:**  
**Satisfied -Name:** statement of variability 06/05/2008  
**Comments:**  
**Attachment:**  
SOV-IFA-608.pdf

## CERTIFICATION

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, NAIC #70238, hereby certifies that the following form(s) comply with the Flesch scale of readability requirements of Ark. Stat. Ann. s 23-80-206 and s 23-80-207 as cited in the Life and Disability Insurance Policy Language Simplification Act.

<u>Form Number</u>	<u>Form Description</u>	<u>Flesh Score</u>
IFA-608	Flexible Purchase Payment Deferred Annuity Contract	45.0
VL 21716	Flexible Premium Deferred Annuity Application	45.0

*Angie Fox*

\_\_\_\_\_  
Angie Fox, ACS, AIAA, AIRC  
Legal Analyst II

June 5, 2008

\_\_\_\_\_  
Date

**Statement of Variability for Forms:  
IFA-608  
VL 21716 VER 5/2008**

- For administrative purposes, the Officer signatures are bracketed on the cover page of the policy.
- The guaranteed minimum interest rate in the above captioned form is submitted on a variable basis. The minimum guaranteed interest rate is denoted as variable by the use of brackets [ ]. The rate will range between 1.0% to 3.0% and is tied to the five-year Constant Maturity Treasury Rate. Any changes will be applicable only to new issues.
- The current guaranteed minimum interest rate(s) will be 3.0%. The rate will always be equal to or exceed the rate produced by the procedures filed with the Department. The minimum guaranteed interest rate is shown on the schedule page. It is denoted as variable by the use of brackets [ ]. In addition, any change in our procedures for determining the guaranteed minimum interest rate will be filed with the Department prior to use.
- The current interest rate for the one year guarantee period is 3.00%. The current rate will vary according to economic conditions between .05% and 10.0%. The duration will also depend on market conditions and will range between one and five years. Any changes will be applicable only to new issues.
- The amount of the balance required by the end of the third Contract Year is bracketed. This amount is currently \$2,000 and may vary between \$500 and \$5,000. Any changes will only be applicable to new issues.
- Purchase payments must be at least \$50 per month. This amount may vary between \$25 and \$500. Any changes will only be applicable to new issues.
- The minimum partial withdrawal amount, minimum remaining value after partial withdrawal, and the minimum income payments are denoted as variable by the use of brackets [ ]. Any changes will only be applicable to new issues.
  - Withdrawal requests must be for a minimum of \$250 and may range between \$50 and \$500.
  - The annuity value after a partial withdrawal must be at least \$2,000 and may range between \$500 and \$5,000.
  - The minimum income payment is \$50 but may vary between \$50 and \$100.
- The guaranteed table of values in the above captioned form is submitted on a variable basis. The minimum guaranteed interest rate and the values in the table are denoted as variable by the use of brackets [ ]. The minimum guaranteed interest rate will range between 1.0% to 3.0%. Any changes to the minimum guaranteed interest rate will be applicable to new issues only.
- The settlement option interest rate, mortality table and the values in the settlement option tables in the above captioned form are submitted on a variable basis and are denoted as variable by use of brackets [ ]. Any changes will be applicable only to new issues. Any change in the settlement option interest rate, mortality table or the values listed in the settlement option table will be filed with the Department for approval prior to use.



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Tracey Harris - Vice President  
AIG Annuity Insurance Company

Date June 5, 2008