

SERFF Tracking Number: SALA-125758141 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 39955
Company Tracking Number: ASE-6235 (6/08)
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
Project Name/Number: /

Filing at a Glance

Company: AIG SunAmerica Life Assurance Company

Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
SERFF Tr Num: SALA-125758141 State: ArkansasLH

TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable
SERFF Status: Closed State Tr Num: 39955

Sub-TOI: A02.1G.002 Flexible Premium
Co Tr Num: ASE-6235 (6/08) State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Tina Smith, Aly Lopez
Date Submitted: 08/15/2008 Disposition Date: 08/21/2008
Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name:
Project Number:
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Authorized
Date Approved in Domicile:
Domicile Status Comments: Domiciliary state, Arizona, exempts this filing per ARS 20-1110.F and R20-6-218.

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

Market Type: Individual
Group Market Size:
Group Market Type:

Filing Status Changed: 08/21/2008
State Status Changed: 08/21/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Endorsement Form ASE-6235 (6/08) is an optional annuity death benefit that provides for contract or certificate ("contract") maximum anniversary value. We determine the contract value at each contract anniversary. If any anniversary value, up to the covered person's 83rd birthday, is higher than the contract value at the date of death, we

SERFF Tracking Number: SALA-125758141 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 39955
Company Tracking Number: ASE-6235 (6/08)
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
Project Name/Number: /

will pay the greatest anniversary value. This endorsement also provides for spousal beneficiary continuation upon the death of the owner. There is a charge associated with the election of this optional death benefit.

Endorsement form ASE-6236 (6/08) is a standard annuity death benefit that provides for the greater of purchase payments or the contract value. This death benefit also provides for spousal beneficiary continuation upon the death of the covered person. There is no charge for this death benefit.

To the best of our knowledge and belief, this submission is in compliance with the statutes and regulations of your state and contains nothing that has been previously objected to or disapproved by your Department. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

The above referenced forms attain Flesch readability scores of 50.8 and 50.3 respectively.

The mentioned forms when approved may be used with approved annuity contracts with living benefits when appropriate.

Company and Contact

Filing Contact Information

Tina Smith, Contract Analyst III
1999 Ave of the Stars
Los Angeles, CA 90067
tsmith@sunamerica.com
(800) 871-2000 [Phone]
(310) 772-6569[FAX]

Filing Company Information

AIG SunAmerica Life Assurance Company
1999 Ave of the Stars
37th Floor
Los Angeles, CA 90067
(800) 871-2000 ext. [Phone]
CoCode: 60941
Group Code:
Group Name: AIG
FEIN Number: 86-0198983

State of Domicile: Arizona
Company Type: Annuity
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$40.00
Retaliatory? No

SERFF Tracking Number: SALA-125758141 *State:* Arkansas
Filing Company: AIG SunAmerica Life Assurance Company *State Tracking Number:* 39955
Company Tracking Number: ASE-6235 (6/08)
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
Project Name/Number: /
Fee Explanation: \$20.00 per endorsement
for 2 endorsements
Per Company: No

SERFF Tracking Number: SALA-125758141 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 39955
Company Tracking Number: ASE-6235 (6/08)
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
Project Name/Number: /

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---------------------------------------|---------|----------------|---------------|
| AIG SunAmerica Life Assurance Company | \$40.00 | 08/15/2008 | 21968991 |

SERFF Tracking Number: SALA-125758141 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 39955
Company Tracking Number: ASE-6235 (6/08)
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
Project Name/Number: /

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------|------------|----------------|
| Approved | Linda Bird | 08/21/2008 | 08/21/2008 |

SERFF Tracking Number: SALA-125758141 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 39955
Company Tracking Number: ASE-6235 (6/08)
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
Project Name/Number: /

Disposition

Disposition Date: 08/21/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SALA-125758141 State: Arkansas
 Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 39955
 Company Tracking Number: ASE-6235 (6/08)
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
 Project Name/Number: /

| Item Type | Item Name | Item Status | Public Access |
|---------------------|---|-------------|---------------|
| Supporting Document | Certification/Notice | | Yes |
| Supporting Document | Application | | No |
| Supporting Document | Life & Annuity - Actuarial Memo | | No |
| Form | Return of Purchase Payment Death Benefit Endorsement | | Yes |
| Form | Maximum Anniversary Value Optional Death Benefit Endorsement | | Yes |

SERFF Tracking Number: SALA-125758141 State: Arkansas
 Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 39955
 Company Tracking Number: ASE-6235 (6/08)
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
 Project Name/Number: /

Form Schedule

Lead Form Number: ASE-6235 (6/08)

| Review Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|---------------|-----------------|-------------|---|---------|----------------------|-------------|---------------------|
| | ASE-6236 (6/08) | Certificate | Return of Purchase Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 50 | ASE-6236 (6-08).pdf |
| | ASE-6235 (6/08) | Certificate | Maximum Anniversary Value t, Insert Page, Endorseme nt or Rider | Initial | | 51 | ASE-6235 6-08 .pdf |

AIG SUNAMERICA LIFE ASSURANCE COMPANY

RETURN OF PURCHASE PAYMENT DEATH BENEFIT ENDORSEMENT

Notwithstanding any provision in the Contract or Certificate (“Contract”) to the contrary, this Endorsement becomes a part of the Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail.

This Endorsement modifies the **“DEATH PROVISIONS”** section in the Contract, as set forth below.

The following terms are added to the **“DEFINITIONS”** section of the Contract:

“CONTINUATION DATE” - The date on which We receive, at Our Annuity Service Center: (a) the Spousal Beneficiary’s written request to continue the Contract, and (b) Due Proof of Death of the Covered Person. If We receive (a) and (b) on different dates, the Continuation Date will be the later date.

“REQUIRED DOCUMENTATION” - (a) Due Proof of Death that the Covered Person or the Spousal Beneficiary died before the Annuity Date; and (b) an election form specifying the payment option(s); and, (c) any other documentation We may require.

“SPOUSAL BENEFICIARY” - The original deceased Covered Person’s surviving spouse who is designated as the primary Beneficiary at the time of the Covered Person’s death and may continue the Contract as the Covered Person on the Continuation Date.

“WITHDRAWAL(S)” - Amount(s) withdrawn from the Contract Value.

Item 3 under the section titled **“DEATH OF OWNER BEFORE THE ANNUITY DATE”** in the Contract is modified as follows:

3. If eligible, continue the Contract as a Spousal Beneficiary. On the Continuation Date, We will contribute to the Contract any amount by which the Death Benefit exceeds the Contract Value, calculated as of the Covered Person’s date of death. This amount is not considered a Purchase Payment except in the calculations of the certain Death Benefit components upon the death of the Spousal Beneficiary.

The **“AMOUNT OF DEATH BENEFIT”** provisions are modified as follows:

Withdrawal Adjustments - The amount of the Death Benefit will be adjusted for Withdrawals as follows:

- (1) The amount of adjustment will be the amount of each Withdrawal, including any charges and fees applicable to such Withdrawal, if the current Contract Year's cumulative Withdrawals, including this Withdrawal, are taken prior to Your [81st] birthday and are less than or equal to the Maximum Annual Withdrawal Amount as defined in Your Contract; or
- (2) The amount of adjustment will be a proportion of the Death Benefit equal to the proportion that each Withdrawal, including any charges and fees applicable to such Withdrawal, reduces the Contract Value, if the current Contract Year's cumulative Withdrawals, including this Withdrawal, are taken on and/or after Your [81st] birthday and/or are in excess of the Maximum Annual Withdrawal Amount as defined in Your Contract.

Amount of Death Benefit

If the Covered Person was age [82 or younger] on the Contract Date, upon Our receipt of all Required Documentation at Our Annuity Service Center, We will calculate the Death Benefit and it will be the greater of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. Purchase Payment(s) received prior to the Covered Person's [86th] birthday reduced by any Withdrawal Adjustments.

If the Covered Person was at least age [83 but younger than age 86] on the Contract Date, upon Our receipt of all Required Documentation at Our Annuity Service Center, We will calculate the Death Benefit and it will be the greater of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The lesser of:
 - (a) Purchase Payment(s) received prior to the Covered Person's [86th] birthday reduced by any Withdrawal Adjustments as described above; or
 - (b) [125% of] the Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center.

Spousal Beneficiary Continuation

If the Spousal Beneficiary continues the Contract on the Continuation Date, the Death Benefit payable upon the death of the Spousal Beneficiary will be as follows:

If the Spousal Beneficiary was age [82 or younger] on the Continuation Date, upon Our receipt of all Required Documentation at Our Annuity Service Center, We will calculate the Death Benefit and it will be the greater of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The Contract Value on the Continuation Date, plus Purchase Payment(s) received prior to the Spousal Beneficiary's [86th] birthday, and reduced by any Withdrawal Adjustments after the Continuation Date.

If the Spousal Beneficiary was at least age [83 but younger than age 86] on the Continuation Date, upon Our receipt of the all Required Documentation at Our Annuity Service Center, We will calculate the Death Benefit and it will be the greater of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The lesser of:
 - (a) The Contract Value on the Continuation Date plus Purchase Payment(s) received prior to the Spousal Beneficiary's [86th] birthday, and reduced by any Withdrawal Adjustments after the Continuation Date; or
 - (b) [125% of] the Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center.

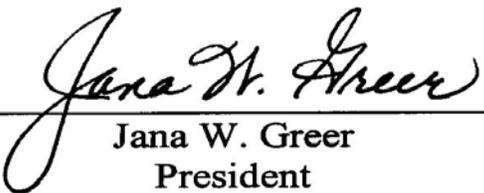
If the Spousal Beneficiary was age [86 or older] on the Continuation Date, the Death Benefit will be the Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center.

Signed for the Company to be effective on the Contract Date.

AIG SUNAMERICA LIFE ASSURANCE COMPANY



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President

AIG SUNAMERICA LIFE ASSURANCE COMPANY

**MAXIMUM ANNIVERSARY VALUE OPTIONAL
DEATH BENEFIT ENDORSEMENT**

Notwithstanding any provision in the Contract or Certificate (“Contract”) to the contrary, this Endorsement becomes a part of the Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail.

This Endorsement modifies the “**DEATH PROVISIONS**” in the Contract as set forth below.

ENDORSEMENT DATA

**[MAXIMUM ANNIVERSARY VALUE
OPTIONAL DEATH BENEFIT
CHARGE:]**

[Annual fee of [0% -1.50%] of the average daily ending value of the assets attributable to the Accumulation Units of the Variable Portfolio(s) or Subaccounts(s) to which Your Contract is allocated. We deduct this charge daily. This charge is in addition to other charges, fees and expenses described in Your Contract.]

The following terms are added to the “**DEFINITIONS**” section of the Contract:

“**CONTINUATION DATE**” - The date on which We receive, at Our Annuity Service Center: (a) the Spousal Beneficiary’s written request to continue the Contract, and (b) Due Proof of Death of the Owner. If We receive (a) and (b) on different dates, the Continuation Date will be the later date.

“**REQUIRED DOCUMENTATION**” - (a) Due Proof of Death that the Owner or the Spousal Beneficiary died before the Annuity Date; and (b) an election form specifying the payment option(s); and, (c) any other documentation We may require.

“**SPOUSAL BENEFICIARY**” - The original deceased Owner’s surviving spouse who is designated as the primary Beneficiary at the time of the Owner’s death and may continue the Contract as the Owner on the Continuation Date.

“**WITHDRAWAL(S)**” - Amount(s) withdrawn from the Contract Value.

Item 3 under the section titled “**DEATH OF OWNER BEFORE THE ANNUITY DATE**” in the Contract is modified as follows:

3. If eligible, continue the Contract as a Spousal Beneficiary. On the Continuation Date, We will contribute to the Contract any amount by which the Death Benefit exceeds the Contract Value, calculated as of the Owner's date of death. This amount is not considered a Purchase Payment except in the calculations of certain death benefit components upon the death of the Spousal Beneficiary.

The "AMOUNT OF DEATH BENEFIT" provisions are modified as follows:

Withdrawal Adjustments - The amount of the Death Benefit will be adjusted for Withdrawals as follows:

- (1) The amount of adjustment will be the amount of each Withdrawal, including any charges and fees applicable to such Withdrawal, if the current Contract Year's cumulative Withdrawals, including this Withdrawal, are taken prior to The Owner's [81st] birthday and are less than or equal to the Maximum Annual Withdrawal Amount, if applicable, as defined in Your Contract; or
- (2) The amount of adjustment will be a proportion of the Death Benefit equal to the proportion that each Withdrawal, including any charges and fees applicable to such Withdrawal, reduces the Contract Value, if the current Contract Year's cumulative Withdrawals, including this Withdrawal, are taken on and/or after Your [81st] birthday and/or are in excess of the Maximum Annual Withdrawal Amount as defined in Your Contract.

Maximum Anniversary Value Death Benefit

If the Owner was age [82 or younger] on the Contract Date, upon Our receipt of all Required Documentation at Our Annuity Service Center, We will calculate the Death Benefit and it will be the greatest of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. Purchase Payment(s) received prior to the Owner's [86th] birthday reduced by any Withdrawal Adjustments; or
3. The Maximum Anniversary Value that is equal to the greatest anniversary value determined prior to the earlier of:
 - (a) The Owner's [83rd] birthday; or
 - (b) The Owner's date of death;

plus Purchase Payment(s) received since that Contract anniversary, but prior to the Owner's [86th] birthday, and reduced by any Withdrawal Adjustments since that Contract anniversary.

If the Owner was at least age [83 but younger than age 86] on the Contract Date, upon Our receipt of all Required Documentation at Our Annuity Service Center, We will calculate the Death Benefit and it will be the greater of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The lesser of:
 - (a) Purchase Payment(s) received prior to the Owner's [86th] birthday reduced by any Withdrawal Adjustments; or
 - (b) [125% of] the Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center.

Spousal Beneficiary Continuation

If the Spousal Beneficiary continues the Contract on the Continuation Date the Death Benefit payable upon the death of the Spousal Beneficiary will be as follows:

If the Spousal Beneficiary was age [82 or younger] on the Continuation Date, upon Our receipt of all Required Documentation at Our Annuity Service Center, We will calculate the Death Benefit and it will be the greatest of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The Contract Value on the Continuation Date, plus Purchase Payment(s) received after the Continuation Date but prior to the Spousal Beneficiary's [86th] birthday and reduced by any Withdrawal Adjustments after the Continuation Date; or
3. The Maximum Anniversary Value after the Continuation Date that is equal to the greatest anniversary value determined prior to the earlier of:
 - (a) The Spousal Beneficiary's [83rd] birthday; or
 - (b) The Spousal Beneficiary's date of death;

plus Purchase Payment(s) received since that Contract anniversary, but prior to the Spousal Beneficiary's [86th] birthday and reduced by any Withdrawal Adjustments since that Contract anniversary.

If the Spousal Beneficiary was at least age [83 but younger than age 86] on the Continuation Date, upon Our receipt of all Required Documentation at Our Annuity Service Center, We will calculate the Death Benefit and it will be the greater of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The lesser of:
 - (a) The Contract Value on the Continuation Date, plus Purchase Payment(s) received after the Continuation Date but prior to the Spousal Beneficiary's [86th] birthday and reduced by any Withdrawal Adjustments; or
 - (b) [125% of] the Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center.

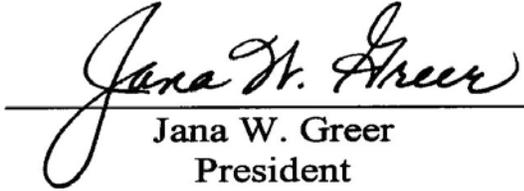
If the Spousal Beneficiary was age [86 or older] on the Continuation Date, the Death Benefit will be the Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center.

Signed for the Company to be effective on the Contract Date.

AIG SUNAMERICA LIFE ASSURANCE COMPANY



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President

SERFF Tracking Number: SALA-125758141 *State:* Arkansas
Filing Company: AIG SunAmerica Life Assurance Company *State Tracking Number:* 39955
Company Tracking Number: ASE-6235 (6/08)
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SALA-125758141 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 39955
Company Tracking Number: ASE-6235 (6/08)
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Maximum Anniversary Value Optional / Return of Purchase Payment Death Benefit
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

08/01/2008

Comments:

Attachment:

ARKANSAS.pdf

**AIG SUNAMERICA LIFE ASSURANCE COMPANY
1 SUNAMERICA CENTER
LOS ANGELES, CALIFORNIA 90067-6022**

Certification of Compliance

AIG SUNAMERICA LIFE ASSURANCE COMPANY does hereby certify that the following listed form(s):

ASE-6235 (6/08); ASE-6236 (6/08)

Do comply with all Sections of the **Arkansas** Insurance Code and regulations applicable to such insurance policies and related forms, and will be so construed. We also certify that we are in compliance with Rule and Regulation 19 (2nd Revision) regarding Unfair Sex Discrimination in the Sale of Insurance.

8.15.08
Date


Mallery L. Reznik
Senior Vice President