

SERFF Tracking Number: SALA-126351376 State: Arkansas  
 Filing Company: SunAmerica Annuity and Life Assurance Company State Tracking Number: 43927  
 Company Tracking Number: ASE-6248 (9/09)  
 TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium  
 Product Name: Guaranteed Living Benefit Endorsement  
 Project Name/Number: /

## Filing at a Glance

Company: SunAmerica Annuity and Life Assurance Company

Product Name: Guaranteed Living Benefit Endorsement SERFF Tr Num: SALA-126351376 State: Arkansas

TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable SERFF Status: Closed-Approved-Closed State Tr Num: 43927

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: ASE-6248 (9/09) State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Tina Smith, Aly Lopez

Disposition Date: 10/29/2009

Date Submitted: 10/28/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Domiciliary state, Arizona, exempts this filing per ARS 20-1110.F and R20-6-218.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small

Overall Rate Impact:

Group Market Type: Discretionary

Filing Status Changed: 10/29/2009

Explanation for Other Group Market Type:

State Status Changed: 10/29/2009

Deemer Date:

Created By: Tina Smith

Submitted By: Aly Lopez

Corresponding Filing Tracking Number:

Filing Description:

The Guaranteed Living Benefit ("Benefit") is an optional annuity endorsement that provides for a guaranteed minimum withdrawal benefit. The Benefit helps create a guaranteed income stream, even if the contract value is reduced to zero, that may be taken in a series of withdrawals, for the lifetime of either one or two covered persons. The Benefit is available for election for an additional fee.

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 Variable and Variable  
 Product Name: Guaranteed Living Benefit Endorsement  
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The Endorsement contains bracketed information that may vary in the future for new issues only.

The Endorsement, when approved, may be used with future annuity contracts that are approved by your Department.

## Company and Contact

### Filing Contact Information

Aly Lopez, Contract Analyst II alopez@sunamerica.com  
 1999 Ave of the Stars 800-871-2000 [Phone] 6195 [Ext]  
 37th Floor 310-772-6569 [FAX]  
 Los Angeles, CA 90701

### Filing Company Information

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

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$20.00  
 Retaliatory? No  
 Fee Explanation: \$20/rider  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
SunAmerica Annuity and Life Assurance Company	\$20.00	10/28/2009	31615353

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/29/2009	10/29/2009

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*Variable and Variable*  
*Product Name:* Guaranteed Living Benefit Endorsement  
*Project Name/Number:* /

## **Disposition**

Disposition Date: 10/29/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Optional Guaranteed Living Benefit		Yes

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## Form Schedule

**Lead Form Number: ASE-6248 (9/09)**

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ASE-6248 (9/09)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Optional Guaranteed Living Benefit	Initial		50.800	ASE-6248 (9-09) 10-26-09.pdf

**SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY  
OPTIONAL GUARANTEED LIVING 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.

Subject to the terms and conditions set forth herein this optional Guaranteed Living Benefit Endorsement provides for guaranteed income over the lifetime of the Covered Person(s). You may take Withdrawals under the Guaranteed Living Benefit as prescribed by this Endorsement while this Endorsement is in effect.

**ENDORSEMENT DATA PAGE**

**COVERED PERSON(S):** [John Doe  
Jane Doe]

**ENDORSEMENT EFFECTIVE DATE:** [November 1, 2009]

**ELIGIBLE PURCHASE PAYMENTS:**

1. [100%] of Purchase Payments received in the [1<sup>st</sup>] Contract Year; and
2. Purchase Payments received in each of Contract Years [2-5], capped each year at an amount equal to [200%] of the Purchase Payments received in Contract Year [1].

**[GROSS] PURCHASE PAYMENT LIMIT:** The sum of [Eligible] Purchase Payments cannot exceed [\$1,500,000] without prior Company approval

**[SECURE VALUE ACCOUNT ALLOCATION:** [10%] of every [Eligible] Purchase Payment(s), Spousal Beneficiary Contribution, and Payment Enhancements if applicable]

**ENDORSEMENT FEE:**

The Endorsement Fee is assessed against the Income Base and deducted from the Contract Value at the end of each [Benefit Quarter]. The Initial Annual Fee Rate is guaranteed not to change for the [first] [Benefit Year]. After the [first] [Benefit Year], on each [Benefit Quarter Anniversary], we will (1) deduct the fee in effect for the previous [Benefit Quarter]; and (2) determine the fee rate applicable to the next [Benefit Quarter]. The fee rate can increase or decrease each [Benefit Quarter], subject to the minimums and maximums in the table below:

Number of Covered Persons on Endorsement Effective Date	Initial Annual Fee Rate	Maximum Annual Fee Rate	Minimum Annual Fee Rate	Maximum Annualized Fee Rate Increase or Decrease Each Benefit Quarter*
One Covered Person	[1.10%]	[2.20%]	[0.60%]	+/- [0.25%]
Two Covered Persons	[1.35%]	[2.70%]	[0.60%]	+/- [0.25%]

\*The fee rate can increase or decrease no more than [0.0625%] each quarter [(0.25%/4)].

**[[GROSS] INCOME CREDIT PERCENTAGE:** [6%]]

**[INCOME CREDIT PERIOD:** Beginning on the Endorsement Effective Date and ending [12] years later]

**MAXIMUM ANNUAL WITHDRAWAL [AND PROTECTED INCOME PAYMENT] PERCENTAGES:**

[Age at First Withdrawal]	Maximum Annual Withdrawal Percentage		[Protected Income Payment Percentage]
	[(One Covered Person)]	[(Two Covered Persons)]	[(One or Two Covered Person(s))]
[Less than Age 65]	[6.0%]	[5.5%]	[3.0%]
[Age 65 and older]	[6.0%]	[5.5%]	[4.0%]

**[MINIMUM INCOME BASE:** [200%] of [Eligible Purchase Payments received in the [1<sup>st</sup>] [Benefit Year]] [effective on the [12<sup>th</sup>] [Benefit Year] Anniversary provided no Withdrawals are taken before the [12<sup>th</sup>] [Benefit Year] Anniversary.]

**For Inquiries Call [1-800-445-7862]**

## **DEFINITIONS**

For purposes of this Endorsement, the following definitions apply. Terms not defined in this Endorsement shall have the same meaning as defined in the Contract.

### **AGE**

The attained age as of the Covered Person's last birthday. If there are two Covered Persons on the Endorsement Data Page, the Age of the younger Covered Person or in the event of the death of one Covered Person, the surviving Covered Person as of their last birthday.

### **[BENEFIT] ANNIVERSARY VALUE**

The Contract Value including any applicable Payment Enhancement(s) or Spousal Beneficiary Continuation contribution minus cumulative Ineligible Purchase Payments, as measured on each [Benefit Year] Anniversary.

### **[BENEFIT [QUARTER]**

Each consecutive [3 month] period starting on the Endorsement Effective Date.]

### **[BENEFIT [QUARTER] ANNIVERSARY**

The date following each consecutive [3 month] period starting on the Endorsement Effective Date. [If the next [Benefit Quarter] Anniversary is on any non-business day of the month [for which there is no corresponding date] the [Benefit Quarter] Anniversary will be deemed to be the following business day.]

### **[BENEFIT [YEAR]**

Each consecutive [one] [year] period starting on the Endorsement Effective Date.]

### **[BENEFIT YEAR ANNIVERSARY**

The date on which each Benefit Year begins.]

### **[CONTRACT YEAR**

Each consecutive one year period starting on the Contract Date.]

### **COVERED PERSON(S)**

The person(s) named on the Endorsement Data Page whose lives are used to determine the amount and duration of Withdrawals.

### **ELIGIBLE PURCHASE PAYMENTS**

Purchase Payments or portions thereof made on or after the Endorsement Effective Date as shown on the Endorsement Data Page that are included in the calculation of the Income Base. [If this Endorsement is added after the Contract Date, for purposes of determining the Income Base, [Income Credit Base, if applicable], [and Minimum Income Base, if applicable,] [the Contract Value on the Endorsement Effective Date is considered the initial Eligible Purchase Payment.] [and Purchase Payments added prior to the Endorsement Effective Date are not considered Eligible Purchase Payments]]. The calculation of Eligible Purchase Payments does not include Payment Enhancements, [Income Credits,] or Spousal Beneficiary Continuation contribution, if any.

### **ENDORSEMENT EFFECTIVE DATE**

The date when this Endorsement becomes effective as shown on the Endorsement Data Page.

### **EXCESS WITHDRAWAL**

Any Withdrawal in a [Benefit Year] taken after the Maximum Annual Withdrawal Amount has been withdrawn, or any portion of a Withdrawal that causes the total Withdrawals in a [Benefit Year] to exceed the Maximum Annual Withdrawal Amount.

### **HIGHEST ANNIVERSARY VALUE**

The [Benefit] Anniversary Value that is the greater of (1) all [Benefit] Anniversary Values; and (2) [Eligible] Purchase Payments, while this Endorsement is effective and the Contract Value is greater than zero.

### **INCOME BASE**

The Income Base is used to determine the Endorsement Fee, the Maximum Annual Withdrawal Amount and the [Protected Income Payment].

**[INCOME CREDIT**

An amount that may be added to the Income Base during the Income Credit Period [that is equal to the [Net] Income Credit Percentage multiplied by the Income Credit Base.]

**[INCOME CREDIT BASE**

A factor which is used to determine the amount of any Income Credit during the Income Credit Period.]

**[INCOME CREDIT PERIOD**

The period of time over which We calculate an Income Credit that may be added to the Income Base.]

**INELIGIBLE PURCHASE PAYMENTS**

Purchase Payments or portions thereof that are not included in the calculations of the Income Base[, Minimum Income Base,] [and the Income Credit Base].

**MAXIMUM ANNUAL WITHDRAWAL AMOUNT**

The maximum amount that may be withdrawn each [Benefit Year] while the Contract Value is greater than zero without reducing the Income Base [and the Income Credit Base, if applicable.]

**MAXIMUM ANNUAL WITHDRAWAL PERCENTAGE**

The percentage, as referenced on the Endorsement Data Page used to determine the Maximum Annual Withdrawal Amount available for Withdrawal each [Benefit Year] while the Contract Value is greater than zero and the Covered Person(s) is living.

**[MINIMUM INCOME BASE**

The guaranteed minimum amount to which the Income Base [and the Income Credit Base, if applicable,] could be increased on a specified [Benefit Year] Anniversary provided no Withdrawals are taken before the [12<sup>th</sup>] [Benefit Year] Anniversary.]

**[NET INCOME CREDIT PERCENTAGE**

A percentage calculated as the difference between the [Gross] Income Credit Percentage as shown on the Endorsement Data Page, and the percentage calculated as the sum of all Withdrawals taken during the preceding [Benefit Year] divided by the Income Base before determining the Income Base for the next [Benefit Year]].

**[PROTECTED INCOME PAYMENT**

The amount to be paid each [year] over the remaining lifetime of the Covered Person(s) after the Contract Value is reduced to [zero] but the Income Base is still greater than zero.]

**[PROTECTED INCOME PAYMENT PERCENTAGE**

The percentage, as referenced on the Endorsement Data Page, used to determine the Protected Income Payment.]

**YOU, YOUR**

The Covered Person(s) under this Endorsement.

**GUARANTEED LIVING BENEFIT PROVISIONS**

The Guaranteed Living Benefit described in this Endorsement provides for guaranteed Withdrawals over the lifetime of the Covered Person(s), subject to the following provisions:

**Calculation of the Factors of the Guaranteed Living Benefit**

To determine the Guaranteed Living Benefit, We use the following factors: Income Base, [Income Credit Base, Income Credit, [Net] Income Credit Percentage, Income Credit Period, Minimum Income Base,] and Maximum Annual Withdrawal Amount. These factors are not used in the calculation of the Contract Value or any other benefits under the Contract.

**Calculation of the Income Base**

**Calculation of the Income Base if the Endorsement is Elected on the Contract Date**

If this Living Benefit is elected on the Contract Date, the initial Income Base is equal to the initial Eligible Purchase Payment.

**[Calculation of the Income Base if the Endorsement is Elected After the Contract Date**

If this Living Benefit is elected after the Contract Date, the initial Income Base is [the Contract Value on the Endorsement Effective Date,] which is considered the initial Eligible Purchase Payment and is subject to the [Eligible] Purchase Payment limits shown on the Endorsement Data Page.]

**Thereafter, on each [Benefit Year] Anniversary, the Income Base is automatically increased to the greater of (a), or (b) where:**

- (a) is the Highest Anniversary Value; and
- (b) [is the current Income Base[, plus the Income Credit, if any].

The Income Base will continue to be calculated on each [Benefit Year] Anniversary while this Endorsement is in effect and both the Contract Value and Income Base are greater than zero.

**[Calculation of the Income Credit Base**

**Calculation of the Income Credit Base if the Endorsement is Elected on the Contract Date**

The Income Credit Base is used to calculate the amount of the Income Credit [during the Income Credit Period]. If this Living Benefit is elected on the Contract Date, the initial Income Credit Base is equal to the initial Eligible Purchase Payment.

**[Calculation of the Income Credit Base if the Endorsement is Elected After the Contract Date**

If this Living Benefit is elected after the Contract Date, the initial Income Credit Base is [the Contract Value on the Endorsement Effective Date,] which is considered the initial Eligible Purchase Payment and is subject to the [Eligible] Purchase Payment limits shown on the Endorsement Data Page.]

**Thereafter, the Income Credit Base is increased and decreased as follows:**

**Increases in the Income Credit Base**

The Income Credit Base increases each time Eligible Purchase Payments are made. [The Income Credit Base also increases to the Highest Anniversary Value when the Income Base is increased to the Highest Anniversary Value.]

**Decreases in the Income Credit Base**

The Income Credit Base decreases each time an [Excess] Withdrawal is taken, in the same proportion by which the Contract Value is reduced [by the amount in excess of the Maximum Annual Withdrawal Amount.]]

**[Calculation of the Income Credit**

On each [Benefit Year] Anniversary during the Income Credit Period, [if [Excess] Withdrawals were not taken during the previous Benefit Year,] the Income Credit is determined by multiplying the [Net] Income Credit Percentage by the Income Credit Base. If any [Excess] Withdrawals were taken in the previous [Benefit Year], then the Income Credit is reduced to [zero] [for that Benefit Year].]

**[Calculation of the Minimum Income Base**

**Calculation of the Minimum Income Base if the Endorsement is Elected on the Contract Date**

If this Living Benefit is elected on the Contract Date, the Minimum Income Base is as shown on the Endorsement Data Page.

**[Calculation of the Minimum Income Base if the Endorsement is Elected After the Contract Date**

If this Living Benefit is elected after the Contract Date, the Minimum Income Base is [200% of] [the Contract Value on the Endorsement Effective Date,] which is considered the initial Eligible Purchase Payment and is subject to the [Eligible] Purchase Payment limits shown on the Endorsement Data Page.]

The Income Base [and Income Credit Base, if applicable,] will be increased to at least the Minimum Income Base on the [12<sup>th</sup>] [Benefit Year] Anniversary, provided no Withdrawals are taken prior to that anniversary. If You are eligible for the Minimum Income Base, the Income Base on the [12<sup>th</sup>] [Benefit Year] Anniversary is the greater of (a) or (b), where:

- (a) is the current Income Base [calculated based on the Highest Anniversary Value]; and
- (b) is the Minimum Income Base.]

**Calculation of the Maximum Annual Withdrawal Amount**

The Maximum Annual Withdrawal Amount is calculated by multiplying the Income Base by the Maximum Annual Withdrawal Percentage as shown on the Endorsement Data Page [,which is determined by Your Age at the time You first take a Withdrawal from Your Contract].

Withdrawals during a [Benefit Year] that in total are less than or equal to the Maximum Annual Withdrawal Amount will not reduce the Maximum Annual Withdrawal Amount and the Income Base, [and the Income Credit Base if applicable]. [If you take an [Excess] Withdrawal in a [Benefit Year], the Income Credit is reduced to zero for that [Benefit Year].] If You choose

to take less than the Maximum Annual Withdrawal Amount in any [Benefit Year], You may not carry over the unused amount for withdrawal in subsequent [Benefit Years]. Your Maximum Annual Withdrawal Amount in any year will not be recalculated solely as a result of taking less than the entire Maximum Annual Withdrawal Amount in the prior year.

Withdrawals taken under this Living Benefit are treated like any other Withdrawal under the Contract for purposes of calculating Contract Value, including any fees and charges applicable to such Withdrawals and any other benefits under the Contract. In any [Benefit Year], Withdrawals up to Maximum Annual Withdrawal Amount are free of Withdrawal Charges.

#### **Calculation of the Protected Income Payment**

If the Contract Value is reduced to zero due to unfavorable investment performance, Withdrawal up to the Maximum Annual Withdrawal Amount, if you live longer than expected, or any combination of these factors, but the Income Base is still greater than zero, the Protected Income Payment is calculated by multiplying the Income Base by the applicable Protected Income Payment Percentage, [which is determined by Your Age at the time You first take a Withdrawal from Your Contract], as shown on the Endorsement Data Page. You will receive the Protected Income Payment each year for the remaining lifetime of the Covered Person(s).]

#### **Increases and decreases in the Income Base and the impact to Your Maximum Annual Withdrawal Amount**

##### **Increases in the Income Base**

The Income Base is increased anytime an Eligible Purchase Payment is allocated to Your Contract. The Income Base is also increased [by any available Income Credit on any [Benefit Year] Anniversary during the Income Credit Period, or] as a result of a Highest Anniversary Value being achieved resulting in the Income Base being stepped up on a [Benefit Year] Anniversary. [In addition, the Income Base can also be increased to the Minimum Income Base on the [12<sup>th</sup>] [Benefit] Year Anniversary], provided no Withdrawals are taken before the [12<sup>th</sup>] [Benefit Year] Anniversary.] In any [Benefit Year] during which Eligible Purchase Payments are allocated to Your Contract, any remaining Withdrawals of the Maximum Annual Withdrawal Amount will be based on the increased Maximum Annual Withdrawal Amount reduced by Withdrawals previously taken in that [Benefit Year]. If the Income Base is increased on a [Benefit Year] Anniversary, the Maximum Annual Withdrawal Amount will be recalculated on that [Benefit Year] Anniversary, applicable to the coming [Benefit Year], by multiplying the increased Income Base by the applicable Maximum Annual Withdrawal Percentage. The Endorsement Fee will be assessed on the increased Income Base.

##### **Decreases in the Income Base**

Excess Withdrawals reduce Your Income Base on the date the Excess Withdrawal occurs. Any Excess Withdrawal in a [Benefit Year] reduces the Income Base in the same proportion by which the Contract Value is reduced by the Excess Withdrawal. As a result of a reduction of the Income Base, the Maximum Annual Withdrawal Amount will also be reduced. The new Maximum Annual Withdrawal Amount will be equal to the reduced Income Base multiplied by the applicable Maximum Annual Withdrawal Percentage. The last recalculated Maximum Annual Withdrawal Amount in a given [Benefit Year] is available for Withdrawal at the beginning of the next [Benefit Year] and may be lower than the previous [Benefit Year's] Maximum Annual Withdrawal Amount. When the Contract Value is less than the Income Base, Excess Withdrawals will reduce the Income Base by an amount which is greater than the amount of the Excess Withdrawal. [In addition, no Income Credit will be added to the Income Base in that [Benefit Year].]

##### **Required Minimum Distributions**

This provision applies **only** to the Contract to which this Endorsement is attached. If you are taking Required Minimum Distributions and the Required Minimum Distribution amount, based only on this Contract, is greater than the Maximum Annual Withdrawal Amount in any given [Benefit Year], no portion of the Required Minimum Distribution will be treated as an Excess Withdrawal provided you enroll in the Company's systematic withdrawal program for Required Minimum Distributions. However, any portion of a Withdrawal in a [Benefit Year] that is more than the greater of both the Maximum Annual Withdrawal Amount and the Required Minimum Distribution amount will be considered an Excess Withdrawal for the purpose of the recalculation of the [Income Credit Base,] Income Base and Maximum Annual Withdrawal Amount. [Furthermore, the Income Credit will be reduced to zero if total [Excess] Withdrawals taken in any [Benefit Year],[including Required Minimum Distributions,] are in excess of the Maximum Annual Withdrawal Amount.]]

##### **If Your Contract Value is Reduced to Zero**

If Your Contract Value is reduced to zero because of an Excess Withdrawal, no further benefits will be payable under this Endorsement or the Contract, and Your Contract along with the Endorsement will terminate. However, if Your Contract Value is reduced to zero due to unfavorable investment performance and/or fees, Withdrawal up to the Maximum Annual Withdrawal Amount, if you live longer than expected, or any combination of these factors, and the Income Base is greater than zero, We will pay the remaining Maximum Annual Withdrawal Amount for that [Benefit Year] in the same frequency withdrawals had been taken, i.e. monthly or quarterly. Thereafter, we will pay the [Protected Income Payment] over the remaining lifetime of the Covered Person(s) which will be calculated by multiplying the Income Base by the [Protected Income Payment Percentage], as shown on the Endorsement Data Page.

Because the Contract Value has been reduced to zero, the Income Base will no longer be increased to the Highest Anniversary Value [nor will Income Credits be applied, if applicable]. In addition, all other benefits under the Contract, will be terminated and You may no longer make subsequent Purchase Payments or transfers, and no Death Benefit is payable.

When the Contract Value equals zero and the Income Base is greater than zero, to receive any remaining Living Benefit, you must select one of the following options:

1. The [current] [Protected Income Payment], divided equally and paid on a [monthly, quarterly, semi-annual or annual] frequency as selected by You until the date of Your death(s); or
2. Any payment option mutually agreeable between You and Us.

Once You elect a payment option, it cannot be changed. If You do not select a payment option above, the remaining benefit will be paid as an amount based on the [Protected Income Payment Percentage]. This amount will be divided equally and paid on a [quarterly] basis until the date of death of the Covered Person(s).

#### **Latest Annuity Date**

If the Contract Value and the Income Base are greater than zero on the Latest Annuity Date, You must select one of the following options:

1. Annuitize the Contract Value under the Annuity Provisions of the Contract; or
2. Elect to receive the [current] [Protected Income Payment,] as of the Latest Annuity Date, divided equally and paid on a [monthly, quarterly, semi-annual or annual] frequency as selected by You until the date of death of the Covered Person(s); or
3. Any payment option mutually agreeable between You and Us.

If You do not select an option listed above, on the Latest Annuity Date, We may annuitize the Contract Value in accordance with Annuity Provisions of the Contract, [Options 3 and 3V with 120 Monthly Payments Guaranteed] or payments that do not exceed Your life expectancy as required by the IRS.

#### **Investment Requirements**

In addition to the Secure Value Account Allocation, we require that you allocate your Purchase Payment(s), Spousal Continuation Contribution, and Payment Enhancements, if applicable, and Contract Value in accordance with established requirements stated in the Prospectus. We require enrollment in a [quarterly] automatic asset rebalancing program that complies with the investment requirements. In addition to [quarterly] asset rebalancing, We will initiate rebalancing in accordance with your most current and compliant automatic asset rebalancing instructions on file after any Withdrawal or transfer You initiate.

#### **[Secure Value Account Allocation**

The Secure Value Account Allocation as shown on the Endorsement Data Page, is required only while the Endorsement is effective. Amounts allocated to the Secure Value Account are not subject to the Separate Account Charge. Amounts allocated to the Secure Value Account may not be transferred to any other investment option as long as the Endorsement is effective and We will not rebalance amounts allocated to the Secure Value Account in accordance with the automatic asset rebalancing program. You may not transfer into or out of the Secure Value Account. You may not request the entire amount of any withdrawal to be deducted solely from the Secure Value Account. Rather, any Withdrawal reduces the amount invested in the Secure Value Account in the same proportion that the Withdrawal reduces the Contract Value.]

#### **Termination of Withdrawals Over Two Lives**

If there are two Covered Persons on the Endorsement Effective Date, Withdrawals guaranteed for the life of one of the Covered Persons will terminate if:

1. One of the two Covered Persons is removed from the Endorsement due to any reason other than death; or
2. The Covered Persons are no longer married at the time of death of the first Covered Person.

Termination of Withdrawals guaranteed for the life of one Covered Person does not impact any other terms and conditions of this Endorsement, including the applicable Endorsement Fee, which is based on the number of Covered Persons on this Endorsement Effective Date.

#### **[Cancellation of the Guaranteed Living Benefit**

You cannot cancel this Endorsement [in the first [5] [Benefit Years] unless You surrender Your Contract. You may cancel this Endorsement as detailed below. The Guaranteed Living Benefit may not be re-elected or reinstated after a cancellation].

**Cancellation Effective Date**

If Your cancellation request is received:

- 1. In the first [5] [Benefit Year]s, the cancellation is effective [on the [5<sup>th</sup>] [Benefit Year Anniversary];]
- 2. In any [Benefit Year] after the [5<sup>th</sup>] [Benefit Year] Anniversary,) the cancellation is effective [on the [Benefit Quarter] Anniversary] following Our receipt of the cancellation request.]

**This Endorsement and the Endorsement Fee will cancel automatically upon the occurrence of one of the following:**

- 1. Death of the Covered Person, or if there were two Covered Persons, upon the death of the surviving Covered Person;  
or
- 2. A Death Benefit is paid resulting in the Contract being terminated; or
- 3. The Contract is annuitized; or
- 4. An Excess Withdrawal that reduces the Contract Value [and Income Base] to zero; or
- 5. Any change occurs that removes all Covered Persons from the Contract; or
- 6. The Contract is cancelled or surrendered for any reason.

On the Cancellation Effective Date, amounts allocated to the Secure Value Account will be automatically transferred to a [1-Year Fixed Account option], if available, [or the Cash Management Variable Portfolio]. You may no longer allocate Purchase Payments to the Secure Value Account after cancellation. From the day following the automated transfer, you may transfer this amount to another available investment option under the Contract for a period of [90] [days] during which the transfer will not count against the annual number of free transfers or incur a transfer fee.

If You cancel the Endorsement or surrender Your Contract while Your Contract Value is greater than zero, We will assess a pro-rata charge for the Endorsement Fee applicable to the [Benefit Quarter] in which the cancellation or surrender occurs if the Contract was cancelled or surrendered before the end of a [Benefit Quarter]. The pro-rated charge is calculated by multiplying the fee by the number of days between the date when the prior fee was last assessed and the date of cancellation or surrender, divided by the number of days between the prior and the next [Benefit Quarter] Anniversaries. Thereafter, You will no longer be charged a fee.

**Death of Covered Person(s)**

If there is one Covered Person and that person dies, this Endorsement and the Endorsement Fee will be terminated.

If there are two Covered Persons, upon the first death, if the surviving Covered Person elects to continue the Contract, this Endorsement is also continued. Upon the election of continuation, the Endorsement Effective Date and applicable Endorsement Fee based on two Covered Persons will not change.

Signed for the Company to be effective on the Endorsement Effective Date.

**SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY**




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**Mallery L. Reznik**  
Senior Vice President




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**Jana W. Greer**  
President

SERFF Tracking Number: SALA-126351376 State: Arkansas  
 Filing Company: SunAmerica Annuity and Life Assurance State Tracking Number: 43927  
 Company  
 Company Tracking Number: ASE-6248 (9/09)  
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
 Variable and Variable  
 Product Name: Guaranteed Living Benefit Endorsement  
 Project Name/Number: /

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachments:</b> AR Cert of Comp Rg19.pdf AR Cert of Compl.pdf C of R.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application <b>Bypass Reason:</b> not applicable <b>Comments:</b>		

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

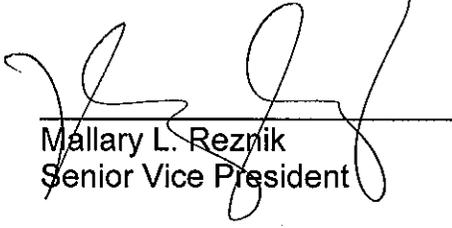
**Certification of Compliance**

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

**ASE-6248 (9/09)**

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.

10.26.09  
Date

  
Mallery L. Reznik  
Senior Vice President

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

**Certification of Compliance**

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

ASE-6248 (9/09) Endorsement;

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 6 regarding Variable Annuity Contracts.

10.26.09

Date

  
\_\_\_\_\_  
Mallery L. Reznik  
Senior Vice President

**SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY**  
**1 SunAmerica Center**  
**Los Angeles, CA 90067-6022**

**CERTIFICATION OF READABILITY**

This is to certify that the form(s) listed below is/are in compliance with the Flesch Readability Score

**A. Option Selected**

- 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is \_\_\_\_\_.
- 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the Policy are indicated below.

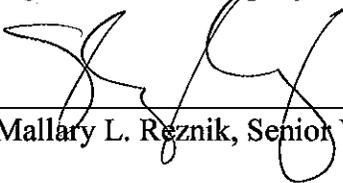
Forms and Form Numbers to which Certificate is applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Endorsement	ASE-6248 (9/09)	50.8

**B. Test Option Selected**

- 1. Test was applied to entire policy form(s).
- 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

Signed for the Company at Los Angeles, California on 10.26.09.



\_\_\_\_\_  
Mallery L. Reznik, Senior Vice President