

SERFF Tracking Number: SALA-126267224 State: Arkansas
 Filing Company: SunAmerica Annuity and Life Assurance Company State Tracking Number: 43313
 Company Tracking Number: ASE-6207-J (8/09)
 TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium
 Product Name: Endorsement
 Project Name/Number: /

Filing at a Glance

Company: SunAmerica Annuity and Life Assurance Company

Product Name: Endorsement SERFF Tr Num: SALA-126267224 State: Arkansas
 TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable SERFF Status: Closed-Approved-Closed State Tr Num: 43313
 Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: ASE-6207-J (8/09) State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Tina Smith, Aly Lopez Disposition Date: 08/25/2009
 Date Submitted: 08/24/2009 Disposition Status: Approved-Closed
 Implementation Date Requested: 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: Our domicile state, Arizona, exempts the filing per A.R.S. 20-1110.F and R20-6-218.
 Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Small and Large
 Overall Rate Impact: Group Market Type: Discretionary
 Filing Status Changed: 08/25/2009 Explanation for Other Group Market Type:
 Deemer Date: State Status Changed: 08/25/2009
 Submitted By: Tina Smith Created By: Aly Lopez
 Corresponding Filing Tracking Number: ASE-6207 (8/09)

Filing Description:

The submitted endorsement is a new form and will not replace any form previously approved by your Department.

The endorsement is similar to endorsement form ASE-6207 (8/04) which was approved by your Department on 10/8/2004. The change from the approved version is the deletion of the Rights of Accumulation. Additionally, we

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have clarified the calculation of the contract owner's investment amount and appropriately titled it as "Investment Amount". The Investment Amount section shows how the owner's investment amounts are calculated and what constitutes an investment amount.

We have provided you with a redline version for ease in locating the changes.

We certify than other than the mentioned redline changes the endorsement verbiage remains unchanged compared to the mentioned approved version.

This endorsement when approved may also be used with other approved contracts when appropriate.

Company and Contact

Filing Contact Information

Tina Smith, Contract Analyst III tsmith@sunamerica.com
 1999 Ave of the Stars 800-871-2000 [Phone] 6209 [Ext]
 37th Floor 310-772-6569 [FAX]
 Los Angeles, CA 90067

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]

Filing Fees

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

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
SunAmerica Annuity and Life Assurance Company	\$20.00	08/24/2009	30074430

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	08/25/2009	08/25/2009

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Disposition

Disposition Date: 08/25/2009

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
Supporting Document	Redline version		Yes
Form	Endorsement		Yes

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Form Schedule

Lead Form Number: ASE-6207-J (8/09)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ASE-6207-J (8/09)	Policy/Cont	Endorsement ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.300	ASE-6207-J (8.09) .pdf

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

ENDORSEMENT

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

The following provisions under the **CHARGES AND DEDUCTIONS** provisions in the Contract are modified to read as follows:

SALES CHARGE

A Sales Charge is deducted from each Gross Purchase Payment. The Sales Charge equals a percentage of each Gross Purchase Payment and varies based upon the Owner’s investment amount, as described below, at the time each Gross Purchase Payment is made. The Sales Charge Schedule is shown on the Contract Data Page.

The Owner’s investment amount at the time a Gross Purchase Payment is made to the Contract is the greater of: (a) Your investment amount as defined below; or (b) any additional investment commitments secured by a Letter of Intent as defined in the Letter of Intent provision below.

INVESTMENT AMOUNT

On the Contract Date, the Owner’s investment amount is the initial Gross Purchase Payment.

At the time a subsequent Gross Purchase Payment is made into the Contract, the Owner’s investment amount is the sum of:

- (1) That subsequent Gross Purchase Payment; and
- (2) The higher of:
 - (a) The Contract Value on the date that subsequent Gross Purchase Payment is received, or:
 - (b) The sum of all previous Gross Purchase Payments made into the Contract [less any Withdrawals].
- [(3) The Contract Value, on the date that subsequent Gross Purchase Payment is received, of eligible, related contracts which You and the Joint Owner, if any, own.]

You must notify Your financial representative each time You make a Gross Purchase Payment in order to ensure that the applicable reduction in Sales Charge is applied. [You or Your financial representative must notify Us of any eligible, related contracts as discussed in (3) above, each time You make a Gross Purchase Payment in order to ensure that the applicable reduction in Sales Charge is applied.] We reserve the right to modify the calculation of the investment amount at any time.

LETTER OF INTENT

The Letter of Intent is Your commitment to invest a certain amount over a [13-month] period, subject to Company restrictions. Gross Purchase Payments made into Your Contract, within [90 days] prior to the start of the [13-month] period (but not prior to the issue date of this Contract) may count towards meeting Your investment goal and qualify for a reduced Sales Charge, if applicable. If prior Gross Purchase Payments are used to satisfy Your investment goal, the Letter of Intent start date will be backdated, up to a maximum of [90 days], to the receipt of that earliest prior Gross Purchase Payment. If You do not satisfy the conditions of Your Letter of Intent by the end of the

[13-month] period, or if You surrender or annuitize the Contract prior to satisfying the investment goal, We will deduct from Your Contract Value the difference between (1) and (2) where:

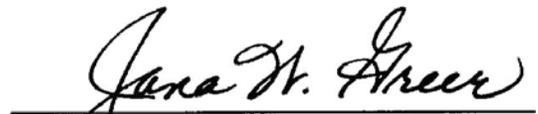
- (1) is the appropriate Sales Charge based on the actual amount of Gross Purchase Payments made to this Contract during the [13-month] period; and
- (2) is the Sales Charge that was actually deducted.

The adjustment will be based entirely on the actual amount of Gross Purchase Payments made to the Contract during the [13-month] period, whether or not the original Sales Charge was based on the investment amount using the Letter of Intent. No adjustment will be made if You die prior to meeting the investment goal of the Letter of Intent. If You exceed Your investment goal, We will not retroactively reduce Sales Charges. We reserve the right to modify, suspend, or terminate the Letter of Intent provision at any time.

All other terms and conditions of the Contract remain unchanged. Signed for the Company at Los Angeles, California, to be effective as of the Contract Date.



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: READ CERT.pdf		
Bypassed - Item: Application Bypass Reason: Not applicable Comments:	Item Status:	Status Date:
Bypassed - Item: Life & Annuity - Acturial Memo Bypass Reason: Not applicable Comments:	Item Status:	Status Date:
Satisfied - Item: Redline version Comments: Attachment: ASE-6207-J (8.09) REDLINE.pdf	Item Status:	Status Date:

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-6207-J (8/09)	50.3

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 August 21, 2009.



Mallary L. Reznik, Senior Vice President

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

ENDORSEMENT

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

The following provisions under the **CHARGES AND DEDUCTIONS** provisions in the Contract are modified to read as follows:

SALES CHARGE

A Sales Charge is deducted from each Gross Purchase Payment. The Sales Charge equals a percentage of each Gross Purchase Payment and varies based upon the Owner's investment amount, as described below, at the time each Gross Purchase Payment is made. The Sales Charge Schedule is shown on the Contract Data Page.

The Owner's investment amount at the time a Gross Purchase Payment is made to the Contract is the greater of: (a) Your investment amount as defined ~~under the Rights of Accumulation provision below~~; or (b) any additional investment commitments secured by a Letter of Intent as defined in the Letter of Intent provision below.

~~RIGHTS OF ACCUMULATION~~

~~INVESTMENT AMOUNT~~

~~On the Contract Date, the Owner's investment amount is the initial Gross Purchase Payment.~~

At the time a subsequent Gross Purchase Payment is made into the Contract, the Owner's investment ~~under this Rights of Accumulation provision~~ amount is the sum of:

- ~~(1) that~~ That subsequent Gross Purchase Payment; and
- ~~(2) the~~ The higher of:
 - ~~(a) The Contract Value of this Contract; and (3) on the date that subsequent~~ The Contract Value of this Contract; and (3) on the date that subsequent Gross Purchase Payment is received, or:
 - ~~(b) The sum of all previous Gross Purchase Payments made into the Contract [less any Withdrawals].~~ The sum of all previous Gross Purchase Payments made into the Contract [less any Withdrawals].
 - ~~[(3) The Contract Value, on the date that subsequent Gross Purchase Payment is received, of eligible, related contracts which You, and the Joint Owner, if any, own--.]~~ [(3) The Contract Value, on the date that subsequent Gross Purchase Payment is received, of eligible, related contracts which You, and the Joint Owner, if any, own--.]

~~You must notify Your financial representative each time You make a Gross Purchase Payment in order to ensure that the applicable reduction in Sales Charge is applied. [You or Your financial representative must notify Us of any eligible, related contracts; as discussed in (3) above, each time You make a Gross Purchase Payment in order to receive any ensure that the applicable reduction in Sales Charge. We will not retroactively reduce Sales Charges if other contracts subsequently become eligible. Charge is applied.] We reserve the right to modify, suspend, or terminate the Rights of Accumulation provision the calculation of the investment amount at any time.~~

LETTER OF INTENT

The Letter of Intent is Your commitment to invest a certain amount over a [13-month] period, subject to Company restrictions. Gross Purchase Payments made into Your Contract, ~~[and to eligible related contracts,]~~ within [90 days] prior to the start of the [13-month] period (but not prior

to the issue date of this Contract) may count towards meeting Your investment goal and qualify for a reduced Sales Charge, if applicable. If prior ~~purchase payments~~ Gross Purchase Payments are used to satisfy Your investment goal, the Letter of Intent start date will be backdated, up to a maximum of [90 days], to the receipt of that earliest prior ~~purchase payment~~ Gross Purchase Payment. If You do not satisfy the conditions of Your Letter of Intent by the end of the [13-month] period, or if You surrender or annuitize the Contract prior to satisfying the investment goal, We will deduct from Your Contract Value the difference between (1) and (2) where:

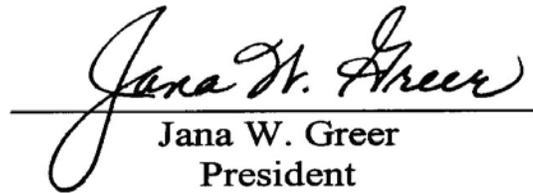
- (1) is the appropriate Sales Charge based on the actual amount of Gross Purchase Payments made to this Contract ~~{and eligible related contracts}~~ during the [13-month] period; and
- (2) is the Sales Charge that was actually deducted.

The adjustment will be based entirely on the actual amount of Gross Purchase Payments made to the Contract ~~{and eligible related Contracts}~~ during the [13-month] period, whether or not the original Sales Charge was based on the investment amount using the Letter of Intent ~~or Rights of Accumulation~~. No adjustment will be made if ~~the contractholder dies~~ You die prior to meeting the investment goal of the Letter of Intent. If You exceed Your investment goal, We will not retroactively reduce Sales Charges. We reserve the right to modify, suspend, or terminate the Letter of Intent provision at any time.

All other terms and conditions of the Contract remain unchanged. Signed for the Company at Los Angeles, California, to be effective as of the Contract Date.



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