

SERFF Tracking Number: AGNN-126905707 State: Arkansas  
 Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 47332  
 Company Tracking Number: UIT-IRA-194-IC & UIT-IRA-194-IC3  
 TOI: A021 Individual Annuities- Deferred Non- Variable Sub-TOI: A021.002 Flexible Premium  
 Product Name: UIT-IRA-194 Replacement Pages  
 Project Name/Number: UIT-IRA-194-IC & UIT-IRA-194-IC3/UIT-IRA-194-IC & UIT-IRA-194-IC3

## Filing at a Glance

Company: The Variable Annuity Life Insurance Company

Product Name: UIT-IRA-194 Replacement Pages SERFF Tr Num: AGNN-126905707 State: Arkansas

TOI: A021 Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 47332

Sub-TOI: A021.002 Flexible Premium Co Tr Num: UIT-IRA-194-IC & UIT-IRA-194-IC3 State Status: Approved-Closed

Filing Type: Form

Author: Nancy R Smith Reviewer(s): Linda Bird  
 Date Submitted: 11/16/2010 Disposition Date: 11/19/2010  
 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval  
 State Filing Description:

Implementation Date:

## General Information

Project Name: UIT-IRA-194-IC & UIT-IRA-194-IC3  
 Project Number: UIT-IRA-194-IC & UIT-IRA-194-IC3  
 Requested Filing Mode: Review & Approval  
 Explanation for Combination/Other:  
 Submission Type: New Submission  
 Overall Rate Impact:  
 Filing Status Changed: 11/19/2010

Status of Filing in Domicile: Pending  
 Date Approved in Domicile:  
 Domicile Status Comments:  
 Market Type: Individual  
 Group Market Size:  
 Group Market Type:  
 Explanation for Other Group Market Type:  
 State Status Changed: 11/19/2010  
 Created By: Nancy R Smith  
 Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Nancy R Smith

Filing Description:

The forms included in this SERFF filing are being submitted for your review and approval. The forms are new and do not replace any forms previously approved by your Department. We certify that we are in compliance with Regulations 19 and 49 as well as AR. Code Ann. 23-79-138. We certify that we are in compliance with Regulation 6, Articles 6, 7, 9, and 10. VALIC was approved to issue variable contracts in AR on 5/1/1969.

Cover Page UIT-IRA-194-IC and Insert Page UIT-IRA-194-IC3 replace the cover page and page three within individual

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fixed and variable annuity contract form UIT-IRA-194, previously approved 12/21/1994.

The pages are being revised to increase the Separate Account fee up to a maximum of 2.10% due to an increase in the expenses related to offering the Contract through a new distribution channel, primarily comprised independent agents. The product was previously offered only through the Company's captive agent force. The increased fee is the only change to the pages. All other pages and content remain as approved.

If you have any questions or need additional information, please contact me at (800) 262-4764 x6070 or by e-mail at Nancy.Smith@valic.com. I look forward to your formal notification of approval.

## Company and Contact

### Filing Contact Information

Nancy R. Smith, Compliance Analyst Sr Nancy.R.Smith@valic.com  
 2929 Allen Parkway, L10-30 800-262-4764 [Phone] 6070 [Ext]  
 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

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? Yes  
 Fee Explanation: Texas fee is \$100.  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Variable Annuity Life Insurance Company	\$100.00	11/16/2010	41970989

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TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: UIT-IRA-194 Replacement Pages  
Project Name/Number: UIT-IRA-194-IC & UIT-IRA-194-IC3/UIT-IRA-194-IC & UIT-IRA-194-IC3

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	11/19/2010	11/19/2010

*SERFF Tracking Number:* AGNN-126905707      *State:* Arkansas  
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*TOI:* A021 Individual Annuities- Deferred Non-      *Sub-TOI:* A021.002 Flexible Premium  
Variable  
*Product Name:* UIT-IRA-194 Replacement Pages  
*Project Name/Number:* UIT-IRA-194-IC & UIT-IRA-194-IC3/UIT-IRA-194-IC & UIT-IRA-194-IC3

## **Disposition**

Disposition Date: 11/19/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNN-126905707 State: Arkansas  
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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	SOV		Yes
Supporting Document	Marked copies showing changes		Yes
Form	Cover Page		Yes
Form	Page 3		Yes

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## Form Schedule

### Lead Form Number: UIT-IRA-194-IC & UIT-IRA-194-IC3

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	UIT-IRA-194-IC	Policy/Cont Cover Page ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.000	UIT-IRA-194-IC-cover.pdf
	UIT-IRA-194-IC3	Policy/Cont Page 3 ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51.000	UIT-194-IRA-IC page 3.pdf

# THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

[2929 Allen Parkway, Houston, Texas 77019]

**ANNUITANT:** John Doe  
**DATE OF ISSUE:** 12/1/2010  
**CONTRACT NUMBER:** H123456

**ANNUITY DATE:** 12/1/2040  
**DATE OF BIRTH:** 11/1/1975

In return for Purchase Payment(s), VALIC will pay annuity and other benefits as provided in this Contract.

Please read your Contract carefully

See Index on Page 2

- **Maintenance Charge** – There may be an account maintenance charge during the accumulation period. The charge is \$3.75 for each quarter and is assessed only if any portion of the Accumulation Value was applied to one or more Variable Investment Options during that quarter. See section 2.04 for a complete description.
- **Separate Account Charge** – There is a daily charge against the Separate Account at an annual rate of up to [2.10]% of the average daily net asset value of the Separate Account, based upon the Variable Investment Option to which assets are allocated. This charge only applies to assets under Variable Investment Options. See Section 2.05 for a complete description.
- **Cash Surrender or Withdrawal Charge** – There is a charge at the time of surrender or withdrawal equal to 5% of (i) the amount withdrawn, or (ii) the amount of any Purchase Payments received during the most recent 60 months prior to the surrender or withdrawal, whichever is less. See Sections 4.03 through 4.06 for a complete description and conditions under which there is no charge.

The conditions and provisions on this and the following pages are the entire legal Contract between VALIC and the Annuitant. No agent has the authority to change this Contract or waive any of its provisions. Only the President or a Vice President of VALIC may change this Contract. Any such changes must be in writing. All conditions and provisions are subject to applicable state laws.

EXECUTED AT VALIC'S HOME OFFICE ON THE DATE OF ISSUE

[  ]

SECRETARY

[  ]

PRESIDENT

**ANNUITY PAYMENTS AND SURRENDER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.**

**NOTICE OF TWENTY DAY RIGHT TO EXAMINE CONTRACT:** You may cancel this Contract by delivering or mailing a written notice to: The Variable Annuity Life Insurance Company, 2929 Allen Parkway, Houston, Texas 77019, and by returning the Contract before midnight of the twentieth (20) day after the date You receive the Contract. Notice given by mail and return of the Contract by mail are effective on being postmarked, properly addressed and postage prepaid. VALIC will return all payments allocated to the Contract within ten days after it receives notice of cancellation and the returned policy.

**INDIVIDUAL FIXED AND VARIABLE DEFERRED ANNUITY CONTRACT  
NON-PARTICIPATING**

## Section 1 - DEFINITIONS

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

**Accumulation Value:** Equals the sum of the values of Your Fixed Interest Options and Variable Investment Options that have not been applied to provide annuity payments.

**Annuitant:** The Contract Owner. Any reference to "You" or "Your" means Annuitant.

**Annuity Period:** The time during which VALIC makes annuity payments.

**Code:** The Internal Revenue Code of 1986, as amended.

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

**Contract Year:** The twelve month period starting with the date of issue and subsequently with each anniversary of that date.

**Investment Fund:** An investment portfolio which is the underlying investment medium for a Variable Investment Option.

**General Account:** The assets of VALIC other than those in the Separate Account or any other segregated asset account.

**Home Office:** The principal office of VALIC.

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

**Separate Account:** A segregated asset account established under the Texas Insurance Code (known as Separate Account A).

**Surrender Value:** The Accumulation Value of Your Contract less any charges.

## Section 2—CONTRACT AND PURCHASE PAYMENTS

**2.01 Incontestability** – This Contract is incontestable.

**2.02 Minimum Contract Value** - We can end the Contract and pay the Surrender Value to You if, during the Accumulation Period, the total Accumulation Value for this Contract falls below \$300 and there are no Purchase Payments for two Contract Years and the paid up annuity benefit at retirement would be less than \$20 per month.

**2.03 Purchase Payments** - Purchase Payments may be made at any time during the Accumulation Period. We require no payment beyond the first. We will not penalize you if any scheduled payments are omitted or stopped.

If only one Purchase Payment is to be made, it must be at least \$1,000. Periodic payments must be at least \$50 each. VALIC may waive this minimum. Purchase

Payments for a tax year must be made on or before the due date of Your tax return.

We may deduct amounts from Purchase Payments or from the Accumulation Value for applicable premium taxes. We will allocate the net Purchase Payment to one or more Investment Options according to Your directions.

Purchase Payments shall be in the form of cash and may not exceed the lesser of \$2,000 or 100% of compensation per tax year or such other amount prescribed by law. Compensation shall include wages, salaries, and professional fees, as well as amounts received as alimony. The preceding two sentences shall not apply to any rollover contributions permitted under Code sections 402(c), 403(a)(4), 403(b)(8), or 408(d)(3), or to Purchase Payments made to a Simplified Employee Pension Plan as described in Code section 408(k).

**2.04 Maintenance Charge** – During the Accumulation Period We may deduct a charge from the Accumulation Value for certain account maintenance expenses. The charge is due each calendar quarter during which any Variable Investment Option Accumulation Value is credited to this Contract. We will not deduct the charge for any calendar quarter if the Accumulation Value for this Contract is credited only to the Fixed Interest Options throughout the quarter.

We will deduct the charge at the end of the calendar quarter in which it is due, allocated among your Variable Investment Options. However, if you surrender the Contract or transfer all Variable Accumulation Values to a Fixed Interest Option, the full quarterly charge will be deducted at the time of surrender or transfer.

The charge is \$3.75 for each quarter. The maintenance charge may be waived or reduced uniformly on all contracts issued under certain plans or arrangements which are expected to result in administrative cost savings. No reduction or waiver will be made that is unfairly discriminatory to any person.

**2.05 Separate Account Charge** – We deduct a daily charge from the Separate Account. The amount of the charge depends on the Variable Investment Option from which it is deducted, and is imposed at an annual rate of up to [2.10]% of the assets of the Variable Investment Option. The rate is fixed and may not be increased by Us.

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## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> AR-FLESCH.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> SOV <b>Comments:</b> <b>Attachment:</b> SOV.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Marked copies showing changes <b>Comments:</b> <b>Attachments:</b> UIT-IRA-194-IC-cover_Marked.pdf UIT-194-IRA-ICpage3_Marked.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>Flesch Score</u>
UIT-IRA-194-IC	Replacement Cover Page	50
UIT-IRA-194-IC3	Replacement Page 3	51



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Tracey Harris  
Vice President

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November 16, 2010  
Date

**Statement of Variability for Form(s):**

**UIT-IRA-194-IC**

**UIT-IRA-194-IC3**

**The following items listed below are variable. Any changes will be for new issues only and on a non-discriminatory basis.**

1. The **mailing address** is bracketed for administrative purposes.
2. The **Separate Account Charge** of 2.10% is bracketed and may range between 1.00% to 3.00%.
3. The **Office Signatures** on the cover page of the policy are bracketed for administrative purposes.



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Tracey Harris - Vice President  
The Variable Annuity Life Insurance Company

Date 11.16.2010

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# THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

[2929 Allen Parkway, Houston, Texas 77019]

ANNUITANT:

DATE OF ISSUE:

CONTRACT NUMBER:

ANNUITY DATE:

DATE OF BIRTH:

In return for Purchase Payment(s), VALIC will pay annuity and other benefits as provided in this Contract.

Please read your Contract carefully

See Index on Page 2

- **Maintenance Charge** – There may be an account maintenance charge during the accumulation period. The charge is \$3.75 for each quarter and is assessed only if any portion of the Accumulation Value was applied to one or more Variable Investment Options during that quarter. See section 2.04 for a complete description.
- **Separate Account Charge** – There is a daily charge against the Separate Account at an annual rate of up to ~~4.25~~[2.10]% of the average daily net asset value of the Separate Account, based upon the Variable Investment Option to which assets are allocated. This charge only applies to assets under Variable Investment Options. See Section 2.05 for a complete description.
- **Cash Surrender or Withdrawal Charge** – There is a charge at the time of surrender or withdrawal equal to 5% of (i) the amount withdrawn, or (ii) the amount of any Purchase Payments received during the most recent 60 months prior to the surrender or withdrawal, whichever is less. See Sections 4.03 through 4.06 for a complete description and conditions under which there is no charge.

The conditions and provisions on this and the following pages are the entire legal Contract between VALIC and the Annuitant. No agent has the authority to change this Contract or waive any of its provisions. Only the President or a Vice President of VALIC may change this Contract. Any such changes must be in writing. All conditions and provisions are subject to applicable state laws.

EXECUTED AT VALIC'S HOME OFFICE ON THE DATE OF ISSUE

[ Katherine Stoner ]

SECRETARY

[ Bruce Adams ]

PRESIDENT

ANNUITY PAYMENTS AND SURRENDER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT ARE VARIABLE AND, ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

**NOTICE OF TWENTY DAY RIGHT TO EXAMINE CONTRACT:** You may cancel this Contract by delivering or mailing a written notice to: The Variable Annuity Life Insurance Company, 2929 Allen Parkway, Houston, Texas 77019, and by returning the Contract before midnight of the twentieth (20) day after the date You receive the Contract. Notice given by mail and return of the Contract by mail are effective on being postmarked, properly addressed and postage prepaid. VALIC will return all payments allocated to the Contract within ten days after it receives notice of cancellation and the returned policy.

INDIVIDUAL FIXED AND VARIABLE DEFERRED ANNUITY CONTRACT  
NON-PARTICIPATING

UIT-IRA-194-IC

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## Section 1 - DEFINITIONS

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

**Contract Year:** The twelve month period starting with the date of issue and subsequently with each anniversary of that date.

~~**Employer:** The employer that has established the retirement program under which this Contract is issued.~~

**Investment Fund:** An investment portfolio which is the underlying investment medium for a Variable Investment Option.

**General Account:** The assets of VALIC other than those in the Separate Account or any other segregated asset account.

**Home Office:** The principal office of VALIC.

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Payments for a tax year must be made on or before the due date of Your tax return.

We may deduct amounts from Purchase Payments or from the Accumulation Value for applicable premium taxes. We will allocate the net Purchase Payment to one or more Investment Options according to Your directions.

Purchase Payments shall be in the form of cash and may not exceed the lesser of \$2,000 or 100% of compensation per tax year or such other amount prescribed by law. Compensation shall include wages, salaries, and professional fees, as well as amounts received as alimony. The preceding two sentences shall not apply to any rollover contributions permitted under Code sections 402(c), 403(a)(4), 403(b)(8), or 408(d)(3), or to Purchase Payments made to a Simplified Employee Pension Plan as described in Code section 408(k).

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The charge is \$3.75 for each quarter. The maintenance charge may be waived or reduced uniformly on all contracts issued under certain plans or arrangements which are expected to result in administrative cost savings. No reduction or waiver will be made that is unfairly discriminatory to any person.

**2.05 Separate Account Charge** – We deduct a daily charge from the Separate Account. The amount of the charge depends on the Variable Investment Option from which it is deducted, and is imposed at an annual rate of up to [2.10%] of the assets of the Variable Investment Option. The rate is fixed and may not be increased by Us.