Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: RGMB 39 0110
TOI: A02.1I Individual Annuities- Deferred Non-Variable and Variable
Sub-TOI: A02.1I.002 Flexible Premium
Filing Type: Form

SERFF Tr Num: AEGA-126506343
SERFF Status: Closed-Approved-Closed
Co Tr Num: RGMB 39 0110

Author: Laurie Bascom
Date Submitted: 02/19/2010

State: Arkansas
State Tr Num: 44934

State Status: Approved-Closed
Reviewer(s): Linda Bird
Disposition Date: 02/23/2010
Disposition Status: Approved-Closed

Implementation Date Requested: On Approval
State Filing Description:

Implementation Date:

General Information

Project Name: Flexible Premium Variable Annuity Rider
Project Number: RGMB 39 0110
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 02/23/2010

Deemer Date:
Submitted By: Laurie Bascom
Filing Description:
Life and Health Division
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

Attn: Policy Examination Division (Life & Annuity)

Re: Transamerica Life Insurance Company

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: 02/23/2010
Created By: Laurie Bascom
Corresponding Filing Tracking Number:

NAIC # 468 – 86231
RGMB 39 0110 – Flexible Premium Variable Annuity Rider
SERFF Tracking #: AEGA-126506343

Dear Sir or Madam:

Please find attached the above referenced rider for your review and approval. This is a new form and is not intended to replace any form previously approved by your Department. This is an optional rider for use with in-force and new issues of our Variable Annuity portfolio approved by your Department. These riders will be issued in qualified and non-qualified markets.

This rider offers a Guaranteed Lifetime Withdrawal Benefit that is available to the policyholder when they elect a withdrawal option to begin receiving systematic withdrawals. This rider is also available to Joint Annuitants as outlined on the cover sheets and statement of variability included with this filing. We have started with an Individual base rider that provides a Guaranteed Lifetime Withdrawal Benefit and have attached a cover sheet to outline the language that varies dependent solely upon the rider being elected by Joint Annuitants. We have also attached statements of variability that outline the items that are bracketed.

The rider will be terminated upon the annuitant's death, when the policy is annuitized, or when the policy is surrendered. The owner can terminate this rider after the fifth rider anniversary. Termination of the rider will result in the loss of all benefits provided by the rider.

Please note the paper and font of the attached rider print may change in the future. You have our assurances the form will contain the same language as approved by your department.

We would appreciate your review and approval of this form.

Sincerely,

Transamerica Life Insurance Company

Laurie Bascom
Filing Analyst II
TCM Regulatory Filing Dept.
Phone: 319-355-6813
Fax: 319-355-6820

Email: lbascom@aegonusa.com

P.S. This form was approved by Iowa, our home state, on _____, or is concurrently submitted.

Company and Contact

Filing Contact Information

Laurie Bascom, Forms Filing Analyst II	lbascom@aegonusa.com
4333 Edgewood Road, NE	319-355-6813 [Phone]
Cedar Rapids, IA 52499	319-355-6820 [FAX]

Filing Company Information

Transamerica Life Insurance Company	CoCode: 86231	State of Domicile: Iowa
4333 Edgewood Road, NE	Group Code: 468	Company Type:
Cedar Rapids, IA 52499	Group Name:	State ID Number:
(319) 355-8511 ext. [Phone]	FEIN Number: 39-0989781	

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	$50.00	02/19/2010	34320359

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/23/2010	02/23/2010

Disposition

Disposition Date: 02/23/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*AEGA-126506343*	*State:*	*Arkansas*
Filing Company:	*Transamerica Life Insurance Company*	*State Tracking Number:*	*44934*
Company Tracking Number:	*RGMB 39 0110*		
TOI:	*A02.1I Individual Annuities- Deferred Non-Variable and Variable*	*Sub-TOI:*	*A02.1I.002 Flexible Premium*
Product Name:	*RGMB 39 0110*		
Project Name/Number:	*Flexible Premium Variable Annuity Rider/RGMB 39 0110*		

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	Statement of Variability		Yes
Form	Flexible Premium Variable Annuity Rider		Yes

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	RGMB 39 0110	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Flexible Premium Variable Annuity Rider	Initial		50.700	RGMB 39 0110 - single.pdf RGMB 39 0110 - joint.pdf

TRANSAMERICA LIFE INSURANCE COMPANY
A Stock Company (Hereafter called the Company, we, our or us)

Home Office:
4333 Edgewood Road N.E.
Cedar Rapids, Iowa 52499
(319)355-8511

[INCOME LINK℠] RIDER

This rider is issued as a part of the policy (contract) to which it is attached. Policy refers to the individual policy if the rider is attached to an individual annuity or the group certificate if the rider is attached to a group annuity.

All provisions of the policy that do not conflict with this rider apply to this rider. In the event of any conflict between the provisions of this rider and the provisions of the policy, the provisions of this rider shall prevail over the provisions of the policy.

Rider Data Specification

Policy Number:	12345
Rider Date:	03/01/2010
Initial Rider Fee Percentage:	0.90%
Annuitant:	John Doe
Annuitant's Issue Age/Sex:	35 / Male

ARTICLE I

You may cancel this rider prior to the close of business before midnight of the thirtieth calendar day after you received it and no rider fee will be assessed.

If you elect this rider, 100% of your policy value must be in one or more of the designated investment options.

You can generally transfer between the designated investment options as permitted under your policy; however, you cannot make transfers as provided for in the policy to a non-designated investment option while this rider is in force. If you wish to make a transfer to a non-designated investment option, this rider must be terminated, as described in Article IV, prior to making the transfer.

DEFINITIONS:

Terms used that are not defined in this rider shall have the same meaning as those in your policy.

Designated Investment Options
Investment options authorized for use with this rider and identified by us as designated investment options.

[Income Link℠] Rider Start Date
The date of the first [Income Link℠] rider systematic withdrawal after election of the withdrawal option.

[Income Link℠] Rider Systematic Withdrawal
The rider withdrawal amount paid to you based on your election of a withdrawal option and frequency, and designated by us as an [Income Link℠] rider systematic withdrawal.

ARTICLE I CONTINUED

[Income Link℠] Rider Withdrawal Year
Each twelve-month period beginning on the [Income Link℠] rider start date.

Rider Anniversary
The anniversary of the rider date.

Rider Fee
The fee charged for the benefits under this rider. The fee may be assessed on the last day of a rider quarter, or the next business day if the New York Stock Exchange is closed.

Rider Monthiversary
The same day of the month as the rider date, or the next business day if the New York Stock Exchange is closed.

Rider Quarter
Each three-month period beginning on the rider date.

Rider Withdrawal Amount
The maximum annual amount that can be withdrawn, through [Income Link℠] rider systematic withdrawals, from the policy each [Income Link℠] rider withdrawal year.

Rider Year
Each twelve-month period beginning on the rider date.

Valuation Period
The period of time from one determination of the value of a subaccount to the next. Such determinations are made when the value of the assets and liabilities of each subaccount is calculated. This is generally the close of business on each day on which the New York Stock Exchange is open.

Withdrawal Base
The amount used to calculate the rider withdrawal amount and the rider fee. This amount cannot be taken as a lump sum.

Withdrawal Base Adjustment
The increase to the withdrawal base due to an automatic step-up or premium addition and/or the decrease resulting from any withdrawal taken other than 1) the [Income Link℠] rider systematic withdrawal or 2) to satisfy a minimum required distribution systematic withdrawal.

ARTICLE II

RIDER FEE

The rider fee is deducted on each rider quarter in arrears. The fee is calculated and stored at issue and at each subsequent rider quarter for the upcoming quarter. It will be deducted automatically from each investment option on a pro rata basis at the end of each rider quarter. The initial rider fee percentage is shown on page 1, in the Rider Data Specification section. The rider fee percentage will not change during the first rider year, and will only change thereafter due to an automatic step-up. You will be notified of any increase in the rider fee percentage. A portion of this fee will also be deducted when the rider is terminated based on the number of days that have elapsed since the previous rider quarter.

The stored fee will be adjusted if the withdrawal base is adjusted during the rider quarter.

The quarterly fee is calculated as follows:

Multiply (1) by (2) by (3).

1) Withdrawal Base;
2) Rider Fee Percentage;
3) Number of days remaining in the rider quarter divided by the number of days within the applicable rider year.

ARTICLE III

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

Under this rider, we guarantee that you can receive up to the rider withdrawal amount each [Income Link℠] rider withdrawal year, regardless of the policy value, (either through withdrawals or payments, where payments are equal to the rider withdrawal amount if your policy value equals zero) until the annuitant's death.

You can elect one of the withdrawal options shown in the table below:

Withdrawal Options

[5.0%] for [7] [Income Link℠] rider withdrawal years and [4.0%] thereafter

[6.0%] for [6] [Income Link℠] rider withdrawal years and [4.0%] thereafter

[7.0%] for [5] [Income Link℠] rider withdrawal years and [4.0%] thereafter

[8.0%] for [4] [Income Link℠] rider withdrawal years and [4.0%] thereafter

[9.0%] for [3] [Income Link℠] rider withdrawal years and [4.0%] thereafter

[10.0% for [2] [Income Link℠] rider withdrawal years and [4.0%] thereafter

Once the withdrawal option is elected, you may choose when to begin receiving an [Income Link℠] rider systematic withdrawal. These withdrawals are available with a frequency of monthly, quarterly, semi-annual, or annual and are based on the withdrawal option. Prior to the [Income Link℠] rider start date, you may change your frequency or the withdrawal option. After the [Income Link℠] rider start date, the withdrawal option cannot be changed, however the [Income Link℠] rider systematic withdrawal frequency can be changed and will go into effect the next [Income Link℠] rider withdrawal year. Withdrawals prior to age 59 1/2 may be subject to the 10% penalty tax.

Withdrawals will reduce the policy value of the policy to which this rider is attached. If the policy value reaches zero through an [Income Link℠] rider systematic withdrawal, you cannot make subsequent premium payments and all other policy features, benefits and guarantees are no longer available. Also, you will need to request payments by selecting the amount and frequency in accordance with the policy provisions to which this rider attaches, equal to the rider withdrawal amount. Once the payment amount and frequency are established, they cannot be changed and no additional withdrawals will be allowed.

SURVIVAL

The benefits under this rider depend on the annuitant being alive at the time of withdrawal or guaranteed payment. Proof of survival may be required by the Company.

RIDER WITHDRAWAL AMOUNT

Before the [Income Link℠] rider start date, the rider withdrawal amount is zero. On the [Income Link℠] rider start date and the beginning of each [Income Link℠] rider withdrawal year thereafter, the rider withdrawal amount is equal to the withdrawal option percentage multiplied by the withdrawal base. During any [Income Link℠] rider withdrawal year, the remaining rider withdrawal amount may be adjusted (up or down) as described in the Withdrawal Base Adjustment section.

MINIMUM REQUIRED DISTRIBUTION

For a tax-qualified policy, a withdrawal may be taken to satisfy the IRS minimum required distribution as set forth herein and will not cause an adjustment to the withdrawal base. You must be at least 70 1/2 years old and take your withdrawals systematically as calculated using:

A) the living annuitant's age,
B) the IRS Uniform Lifetime table or Joint Life and Survivor table,
C) the policy value of the base policy to which this rider attaches, and
D) amounts from the current calendar year (no carry-over from past years).

Any withdrawal taken during a calendar year will reduce the amount needed to satisfy the minimum required distribution. These withdrawals may be withdrawn without causing an adjustment to your withdrawal base, provided they are taken as systematic payouts as described below.

ARTICLE III CONTINUED

Before the [Income Link℠] rider start date, any minimum required distribution, as calculated in this section, must be withdrawn using a systematic minimum required distribution payout option, which is a systematic payout of modal payments on an annualized basis with a final non-modal payment, if necessary. This systematic payout option is available on a monthly, quarterly, semi-annual, or annual basis. Any change to the frequency will go into effect on the next systematic payout option anniversary. Once you stop a systematic payout option, you cannot start a new one until one year from the date of the previous systematic payout option anniversary.

After the [Income Link℠] rider start date, any minimum required distribution, as calculated in this section, must be withdrawn using the [Income Link℠] rider systematic minimum required distribution payout option with a final non-modal payment, if necessary.

WITHDRAWAL BASE

The withdrawal base is used to calculate the rider withdrawal amount. On the rider date, the initial withdrawal base is equal to the policy value (less any premium enhancements if the rider is added in the first policy year). During any [Income Link℠] rider withdrawal year, the withdrawal base is increased or decreased by any withdrawal base adjustments.

On each rider anniversary, the withdrawal base will be set to the greatest of:

1) The current withdrawal base;
2) The policy value on the rider anniversary; or
3) The highest policy value on a rider [monthiversary] for the current rider year.

Item 3) above will be zero if there is a negative withdrawal base adjustment in the current rider year.

AUTOMATIC STEP-UP FEATURE

The rider withdrawal base receives an automatic step-up on the rider anniversary if the withdrawal base is set equal to the policy value or the highest policy value on a rider [monthiversary]. The remaining rider withdrawal amount will be increased by the same percentage that the withdrawal base is increased due to the automatic step-up. This feature does not require the termination of the existing rider. This rider will continue with the same rider date and features. Following the [first] rider anniversary, the rider fee percentage may be increased due to an automatic step-up, but will not increase more than [0.75%] from the initial rider fee percentage shown on page 1.

You have the right to reject an automatic step-up within [30] days following a rider anniversary, if the rider fee percentage increases. If you reject an automatic step-up, you must notify us in a manner which is acceptable to us, however you are eligible for future automatic step-ups. Changes as a result of the automatic step-up feature will be reversed. Any increase in the rider fee percentage will also be reversed, and the withdrawal base will be set to the withdrawal base prior to the automatic step-up.

WITHDRAWAL BASE ADJUSTMENTS

An [Income Link℠] rider systematic withdrawal or a minimum required distribution systematic withdrawal will not reduce the withdrawal base.

The withdrawal base is increased by the dollar amount of any premium additions (not including any premium enhancements) and by an automatic step-up as described in the Automatic Step-Up Feature section. Any withdrawal (other than the [Income Link℠] rider systematic withdrawal or a minimum required distribution systematic withdrawal), will decrease the withdrawal base as described below.

The withdrawal base is reduced by the greater of 1) and 2), where:

1) is the amount of the withdrawal that is not an [Income Link℠] rider systematic withdrawal or a minimum required distribution systematic withdrawal; and
2) is the result of (A multiplied by B), divided by C, where:

   A) is the amount in 1 above;
   B) is the withdrawal base prior to the withdrawal; and
   C) is the policy value prior to the withdrawal.

During any [Income Link℠] rider withdrawal year, if there is a withdrawal base adjustment, the remaining rider withdrawal amount and the [Income Link℠] rider systematic withdrawal amount will increase or decrease by the same percentage as the withdrawal base.

ARTICLE IV

CONTINUATION

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is not the annuitant dies and the surviving spouse is the sole beneficiary, the surviving spouse may elect to continue the policy and rider. In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies, this rider will terminate.

In the case of non-spousal joint owners where an owner who is not the annuitant dies, the surviving owner (who is also the sole designated beneficiary) may elect to receive lifetime income payments under this rider instead of receiving any benefits applicable to the policy. The lifetime income payments must begin no later than 1 year after the owner's death and will be equal to the rider withdrawal amount divided by the number of payments made per year. Once the payments begin, no additional premium payments will be accepted and no additional withdrawals will be paid.

ANNUITIZATION

On the maximum annuity commencement date, as described in your policy, you will have the option to receive lifetime income payments that are no less than your rider withdrawal amount each year. This option will also guarantee that the sum of all income payments received over time will equal or exceed the policy value on the maximum annuity commencement date. If the annuitant should die before the sum of all income payments received equals or exceeds the policy value on the maximum annuity commencement date, the annuitant's beneficiary will receive a final payment equal to the difference.

OWNERSHIP AND ASSIGNMENT

Ownership changes or assignments of any policy to which this rider is attached must be approved by the Company. We reserve the right to disapprove ownership changes or assignments in a non-discriminatory manner when involving an institutional investor, a settlement company or another similar organization.

TERMINATION

This rider will terminate upon the earliest of:

1) the date the policy to which this rider is attached terminates;
2) the annuitant's death;
3) the date you elect to receive annuity payments under your policy; and
4) the date you notify us in writing of your intention to terminate this rider (this date must be after the [fifth] rider anniversary).

Termination of the rider will result in the loss of all benefits provided by the rider.

Signed for us at our home office.

[Craig D. Vermie]
SECRETARY

[Brenda Clancy]
PRESIDENT

TRANSAMERICA LIFE INSURANCE COMPANY
A Stock Company (Hereafter called the Company, we, our or us)

Home Office:
4333 Edgewood Road N.E.
Cedar Rapids, Iowa 52499
(319)355-8511

[INCOME LINK℠] RIDER

This rider is issued as a part of the policy (contract) to which it is attached. Policy refers to the individual policy if the rider is attached to an individual annuity or the group certificate if the rider is attached to a group annuity.

All provisions of the policy that do not conflict with this rider apply to this rider. In the event of any conflict between the provisions of this rider and the provisions of the policy, the provisions of this rider shall prevail over the provisions of the policy.

Rider Data Specification

Policy Number:	12345
Rider Date:	03/01/2010
Initial Rider Fee Percentage:	0.90%
Annuitant:	John Doe
Annuitant's Issue Age/Sex:	35 / Male
Annuitant's Spouse:	Jane Doe
Annuitant's Spouse's Issue Age/Sex:	35 / Female

ARTICLE I

You may cancel this rider prior to the close of business before midnight of the thirtieth calendar day after you received it and no rider fee will be assessed.

If you elect this rider, 100% of your policy value must be in one or more of the designated investment options.

You can generally transfer between the designated investment options as permitted under your policy; however, you cannot make transfers as provided for in the policy to a non-designated investment option while this rider is in force. If you wish to make a transfer to a non-designated investment option, this rider must be terminated, as described in Article IV, prior to making the transfer.

The annuitant's spouse as of the rider date is hereafter referred to as the annuitant's spouse. As it pertains to the benefits of this rider, the annuitant's spouse cannot be changed. The annuitant's spouse must be the sole primary beneficiary and/or a joint owner. The only living owners allowed on the policy to which this rider is attached are the annuitant and the annuitant's spouse.

DEFINITIONS:

Terms used that are not defined in this rider shall have the same meaning as those in your policy.

Designated Investment Options
Investment options authorized for use with this rider and identified by us as designated investment options.

[Income Link℠] Rider Start Date
The date of the first [Income Link℠] rider systematic withdrawal after election of the withdrawal option.

ARTICLE I CONTINUED

[Income Link℠] Rider Systematic Withdrawal
The rider withdrawal amount paid to you based on your election of a withdrawal option and frequency, and designated by us as an [Income Link℠] rider systematic withdrawal.

[Income Link℠] Rider Withdrawal Year
Each twelve-month period beginning on the [Income Link℠] rider start date.

Rider Anniversary
The anniversary of the rider date.

Rider Fee
The fee charged for the benefits under this rider. The fee may be assessed on the last day of a rider quarter, or the next business day if the New York Stock Exchange is closed.

Rider Monthiversary
The same day of the month as the rider date, or the next business day if the New York Stock Exchange is closed.

Rider Quarter
Each three-month period beginning on the rider date.

Rider Withdrawal Amount
The maximum annual amount that can be withdrawn, through [Income Link℠] rider systematic withdrawals, from the policy each [Income Link℠] rider withdrawal year.

Rider Year
Each twelve-month period beginning on the rider date.

Valuation Period
The period of time from one determination of the value of a subaccount to the next. Such determinations are made when the value of the assets and liabilities of each subaccount is calculated. This is generally the close of business on each day on which the New York Stock Exchange is open.

Withdrawal Base
The amount used to calculate the rider withdrawal amount and the rider fee. This amount cannot be taken as a lump sum.

Withdrawal Base Adjustment
The increase to the withdrawal base due to an automatic step-up or premium addition and/or the decrease resulting from any withdrawal taken other than 1) the [Income Link℠] rider systematic withdrawal or 2) to satisfy a minimum required distribution systematic withdrawal.

ARTICLE II

RIDER FEE

The rider fee is deducted on each rider quarter in arrears. The fee is calculated and stored at issue and at each subsequent rider quarter for the upcoming quarter. It will be deducted automatically from each investment option on a pro rata basis at the end of each rider quarter. The initial rider fee percentage is shown on page 1, in the Rider Data Specification section. The rider fee percentage will not change during the first rider year, and will only change thereafter due to an automatic step-up. You will be notified of any increase in the rider fee percentage. A portion of this fee will also be deducted when the rider is terminated based on the number of days that have elapsed since the previous rider quarter.

The stored fee will be adjusted if the withdrawal base is adjusted during the rider quarter.

The quarterly fee is calculated as follows:

Multiply (1) by (2) by (3).

1) Withdrawal Base;
2) Rider Fee Percentage;
3) Number of days remaining in the rider quarter divided by the number of days within the applicable rider year.

ARTICLE III

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

Under this rider, we guarantee that you can receive up to the rider withdrawal amount each [Income Link℠] rider withdrawal year, regardless of the policy value, (either through withdrawals or payments, where payments are equal to the rider withdrawal amount if your policy value equals zero) until the annuitant's or the annuitant's spouse's death, whichever is later.

You can elect one of the withdrawal options shown in the table below:

Withdrawal Options

[4.5%] for [7] [Income Link℠] rider withdrawal years and [3.5%] thereafter

[5.5%] for [6] [Income Link℠] rider withdrawal years and [3.5%] thereafter

[6.5%] for [5] [Income Link℠] rider withdrawal years and [3.5%] thereafter

[7.5%] for [4] [Income Link℠] rider withdrawal years and [3.5%] thereafter

[8.5%] for [3] [Income Link℠] rider withdrawal years and [3.5%] thereafter

[9.5%] for [2] [Income Link℠] rider withdrawal years and [3.5%] thereafter

Once the withdrawal option is elected, you may choose when to begin receiving an [Income Link℠] rider systematic withdrawal. These withdrawals are available with a frequency of monthly, quarterly, semi-annual, or annual and are based on the withdrawal option. Prior to the [Income Link℠] rider start date, you may change your frequency or the withdrawal option. After the [Income Link℠] rider start date, the withdrawal option cannot be changed, however the [Income Link℠] rider systematic withdrawal frequency can be changed and will go into effect the next [Income Link℠] rider withdrawal year. Withdrawals prior to age 59 1/2 may be subject to the 10% penalty tax.

Withdrawals will reduce the policy value of the policy to which this rider is attached. If the policy value reaches zero through an [Income Link℠] rider systematic withdrawal, you cannot make subsequent premium payments and all other policy features, benefits and guarantees are no longer available. Also, you will need to request payments by selecting the amount and frequency in accordance with the policy provisions to which this rider attaches, equal to the rider withdrawal amount. Once the payment amount and frequency are established, they cannot be changed and no additional withdrawals will be allowed.

SURVIVAL

The benefits under this rider depend on the annuitant or annuitant's spouse being alive at the time of withdrawal or guaranteed payment. Proof of survival may be required by the Company.

RIDER WITHDRAWAL AMOUNT

Before the [Income Link℠] rider start date, the rider withdrawal amount is zero. On the [Income Link℠] rider start date and the beginning of each [Income Link℠] rider withdrawal year thereafter, the rider withdrawal amount is equal to the withdrawal option percentage multiplied by the withdrawal base. During any [Income Link℠] rider withdrawal year, the remaining rider withdrawal amount may be adjusted (up or down) as described in the Withdrawal Base Adjustment section.

MINIMUM REQUIRED DISTRIBUTION

For a tax-qualified policy, a withdrawal may be taken to satisfy the IRS minimum required distribution as set forth herein and will not cause an adjustment to the withdrawal base. You must be at least 70 1/2 years old and take your withdrawals systematically as calculated using:

A) the living annuitant's age, or the annuitant's spouse if the annuitant is deceased,
B) the IRS Uniform Lifetime table or Joint Life and Survivor table,
C) the policy value of the base policy to which this rider attaches, and
D) amounts from the current calendar year (no carry-over from past years).

Any withdrawal taken during a calendar year will reduce the amount needed to satisfy the minimum required distribution. These withdrawals may be withdrawn without causing an adjustment to your withdrawal base, provided they are taken as systematic payouts as described below.

ARTICLE III CONTINUED

Before the [Income Link℠] rider start date, any minimum required distribution, as calculated in this section, must be withdrawn using a systematic minimum required distribution payout option, which is a systematic payout of modal payments on an annualized basis with a final non-modal payment, if necessary. This systematic payout option is available on a monthly, quarterly, semi-annual, or annual basis. Any change to the frequency will go into effect on the next systematic payout option anniversary. Once you stop a systematic payout option, you cannot start a new one until one year from the date of the previous systematic payout option anniversary.

After the [Income Link℠] rider start date, any minimum required distribution, as calculated in this section, must be withdrawn using the [Income Link℠] rider systematic minimum required distribution payout option with a final non-modal payment, if necessary.

WITHDRAWAL BASE

The withdrawal base is used to calculate the rider withdrawal amount. On the rider date, the initial withdrawal base is equal to the policy value (less any premium enhancements if the rider is added in the first policy year). During any [Income Link℠] rider withdrawal year, the withdrawal base is increased or decreased by any withdrawal base adjustments.

On each rider anniversary, the withdrawal base will be set to the greatest of:

1) The current withdrawal base;
2) The policy value on the rider anniversary; or
3) The highest policy value on a rider [monthiversary] for the current rider year.

Item 3) above will be zero if there is a negative withdrawal base adjustment in the current rider year.

AUTOMATIC STEP-UP FEATURE

The rider withdrawal base receives an automatic step-up on the rider anniversary if the withdrawal base is set equal to the policy value or the highest policy value on a rider [monthiversary]. The remaining rider withdrawal amount will be increased by the same percentage that the withdrawal base is increased due to the automatic step-up. This feature does not require the termination of the existing rider. This rider will continue with the same rider date and features. Following the [first] rider anniversary, the rider fee percentage may be increased due to an automatic step-up, but will not increase more than [0.75%] from the initial rider fee percentage shown on page 1.

You have the right to reject an automatic step-up within [30] days following a rider anniversary, if the rider fee percentage increases. If you reject an automatic step-up, you must notify us in a manner which is acceptable to us, however you are eligible for future automatic step-ups. Changes as a result of the automatic step-up feature will be reversed. Any increase in the rider fee percentage will also be reversed, and the withdrawal base will be set to the withdrawal base prior to the automatic step-up.

WITHDRAWAL BASE ADJUSTMENTS

An [Income Link℠] rider systematic withdrawal or a minimum required distribution systematic withdrawal will not reduce the withdrawal base.

The withdrawal base is increased by the dollar amount of any premium additions (not including any premium enhancements) and by an automatic step-up as described in the Automatic Step-Up Feature section. Any withdrawal (other than the [Income Link℠] rider systematic withdrawal or a minimum required distribution systematic withdrawal), will decrease the withdrawal base as described below.

The withdrawal base is reduced by the greater of 1) and 2), where:

1) is the amount of the withdrawal that is not an [Income Link℠] rider systematic withdrawal or a minimum required distribution systematic withdrawal; and
2) is the result of (A multiplied by B), divided by C, where:

   A) is the amount in 1 above;
   B) is the withdrawal base prior to the withdrawal; and
   C) is the policy value prior to the withdrawal.

During any [Income Link℠] rider withdrawal year, if there is a withdrawal base adjustment, the remaining rider withdrawal amount and the [Income Link℠] rider systematic withdrawal amount will increase or decrease by the same percentage as the withdrawal base.

ARTICLE IV

CONTINUATION

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is not the annuitant dies and the surviving spouse is the sole beneficiary, the surviving spouse may elect to continue the policy and rider. In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies and the surviving spouse is the sole beneficiary, this rider continues until the death of the surviving spouse.

ANNUITIZATION

On the maximum annuity commencement date, as described in your policy, you will have the option to receive lifetime income payments that are no less than your rider withdrawal amount each year. This option will also guarantee that the sum of all income payments received over time will equal or exceed the policy value on the maximum annuity commencement date. If the annuitant or annuitant's spouse should die before the sum of all income payments received equals or exceeds the policy value on the maximum annuity commencement date, the annuitant's beneficiary will receive a final payment equal to the difference.

OWNERSHIP AND ASSIGNMENT

Ownership changes or assignments of any policy to which this rider is attached must be approved by the Company. We reserve the right to disapprove ownership changes or assignments in a non-discriminatory manner when involving an institutional investor, a settlement company or another similar organization.

TERMINATION

This rider will terminate upon the earliest of:

1) the date the policy to which this rider is attached terminates;
2) the later of the annuitant's or annuitant's spouse's death;
3) the date you elect to receive annuity payments under your policy; and
4) the date you notify us in writing of your intention to terminate this rider (this date must be after the [fifth] rider anniversary).

Termination of the rider will result in the loss of all benefits provided by the rider.

Signed for us at our home office.

[Craig D. Vermie]
SECRETARY

[Brenda Clancy]
PRESIDENT

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Arkansas Flesch - RGMB 39 0110.pdf

Arkansas Reg 19 cert of comp RGMB 39 0110.pdf

Item Status: **Status Date:**

Bypassed - Item: Application

Bypass Reason: The application this rider is to be used with has been submitted under separate cover under SERFF Tracking # AEGA-126501019. The application form number is VA-APP 05/10 (NIC).

Comments:

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachment:

SOV RGMB 39 0110.pdf

TRANSAMERICA LIFE INSURANCE COMPANY

STATE OF ARKANSAS

CERTIFICATION

This is to certify that the attached Flexible Premium Variable Annuity Rider Form No. RGMB 39 0110 has achieved a Flesch Reading Ease Score of 50.7 and complies with the requirements of Ark. Stat. Ann. § 23-80-21 through 23-80-208, cited as the Life and Disability Insurance Policy Language Simplification Act.

TRANSAMERICA LIFE INSURANCE COMPANY

Darin D. Smith
Vice President

02/18/2010
Date

CERTIFICATION OF COMPLIANCE

Company Name: Transamerica Life Insurance Company

Form Title(s): Flexible Premium Variable Annuity Rider

Form Number(s): RGMB 39 0110

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg.19 s 10B, as well as the other laws and regulations of the State of Arkansas.

Darin D. Smith
Vice President

02/18/2010

Date

AR Cert 3-F

Single *Option*

(Base rider)

(Please refer to Actuarial Exhibits 1, 2, 3 and 5)

This rider offers a Guaranteed Lifetime Withdrawal Benefit that is available to the policyholder when they purchase this rider. The rider will be terminated upon the annuitant's death, when the policy is annuitized, or when the policy is surrendered. The owner can terminate this rider after the [fifth] rider anniversary. Termination of the rider will result in the loss of all benefits provided by the rider.

We have attached a statement of variability that outlines the items that are bracketed on this rider. You have our assurances that the Rider Benefit Years and the Withdrawal Percentage, if changed, would only affect new issues and once a rider is issued, the amounts are fixed and will never change for the life of the rider.

Single option

Memorandum of Numerical Variables

Rider Name (Marketing Name)[1]:		Income Link

Policy Number will be specific to each Policyholder.

Rider Date will be a specific date on each rider.

Initial Rider Fee Percentage[2]:	Minimum	0.25%
	Maximum	3.00%

Annuitant, age, and sex will be specific on each rider.

Withdrawal Percentage[3a]:	Minimum	1.00%
	Maximum	10.00%
Initial Income Link Rider Withdrawal Years[4]:	Minimum	1 year
	Maximum	10 years
Withdrawal Percentage[3b]:	Minimum	1.00%
	Maximum	10.00%
Mode of the highest policy value for an automatic step-up[5]:	Minimum	Daily
	Maximum	Semi-Annually
Rider fee percentage automatic step-up increase period[6]:	Minimum	1 year
	Maximum	10 years
Automatic step-up maximum rider fee percentage increase[7]:	Minimum	0.10%
	Maximum	3.00%
Reject an automatic step-up within days from rider anniversary[8]:	Minimum	30 days
	Maximum	365 days
Termination Period[9]:	Minimum	After the 1st rider year
	Maximum	After the 10th rider year

[1] To allow for future changes in the marketing name for this annuity rider.

[2]This percentage is multiplied by the withdrawal base and a pro-rata factor at the time the fee is calculated to produce the rider fee. The fee is deducted on each rider quarter in arrears and is also deducted on a proportional basis at the time of rider termination.

[3a] This percentage is used to derive the Rider Withdrawal Amount annually. The percentage will be zero until the Withdrawal Option is chosen. Once the Withdrawal Option is chosen, it will be this percentage for the specified number of the Initial Income Link Rider Withdrawal Years[4] since the Income Link Rider Start Date.

[4] This is the number of years that the client will receive the higher Withdrawal Percentage[3a].

[3b] This percentage is used to derive the Rider Withdrawal Amount annually. This is the ultimate percentage that will be used after the Initial Income Link Rider Withdrawal Years[4] have been met since the Income Link Rider Start Date.

[5] On a rider anniversary, the withdrawal base will be set to the highest policy value on a rider [monthiversary] if there were no negative Withdrawal Base Adjustments in the current rider year. The Rider Monthiversary is the same day of the month as the rider date. For months not containing that day, the first day of the following month is used.

[6] This period is the length of time the rider fee percentage will not increase. After this time period, the rider fee percentage may increase due to an automatic step-up.

[7]This is the maximum increase for the rider fee percentage following the [first][6] rider anniversary.

[8] This is the window during which the policyholder may reject an automatic step-up following a rider anniversary, if the rider fee percentage increases.

[9] This is the number of years that must elapse before the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

Consequently, all riders shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Joint *Option*
(Please refer to Actuarial Exhibits 1, 2, 4 and 5)

The following outlines the differences from the base rider:

Rider Data Specification

Added Annuitant's Spouse, issue age and sex

Article I

Added the following paragraph:
The annuitant's spouse as of the rider date is hereafter referred to as the annuitant's spouse. As it pertains to the benefits of this rider, the annuitant's spouse cannot be changed. The annuitant's spouse must be the sole primary beneficiary and/or a joint owner. The only living owners allowed on the policy to which this rider is attached are the annuitant and the annuitant's spouse.

Article III

Revised the following provision:

GUARANTEED LIFETIME WITHDRAWAL BENEFIT
Under this rider, we guarantee that you can receive up to the rider withdrawal amount each Income Link[sm] withdrawal year, regardless of the policy value, (either through withdrawals or payments, where payments are equal to the rider withdrawal amount if your policy value equals zero) until the annuitant's **or the annuitant's spouse's** death**, whichever is later**.

Withdrawal Options

4.5% for 7 Income Link[sm] rider withdrawal years and **3.5%** thereafter

5.5% for 6 Income Link[sm] rider withdrawal years and **3.5%** thereafter

6.5% for 5 Income Link[sm] rider withdrawal years and **3.5%** thereafter

7.5% for 4 Income Link[sm] rider withdrawal years and **3.5%** thereafter

8.5% for 3 Income Link[sm] rider withdrawal years and **3.5%** thereafter

9.5% for 2 Income Link[sm] rider withdrawal years and **3.5%** thereafter

SURVIVAL
The benefits under this rider depend on the annuitant **or annuitant's spouse** being alive at the time of withdrawal or guaranteed payment.

MINUMUM REQUIRED DISTRIBUTION
A) the living annuitant's age **or the annuitant's spouse if the annuitant is deceased**,

Article IV

CONTINUATION
In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies **and the surviving spouse is the sole beneficiary, this rider continues until the death of the surviving spouse.**

Removed the following paragraph:
In the case of non-spousal joint owners where an owner who is not the annuitant dies, the surviving owner (who is also the sole designated beneficiary) may elect to receive lifetime income payments under this rider instead of receiving any benefits applicable to the policy. The lifetime income payments must begin no later than 1 year after the owner's death and will be equal to the rider withdrawal amount divided by the number of payments

made per year. Once the payments begin, no additional premium payments will be accepted and no additional withdrawals will be paid.

ANNUITIZATION

If the annuitant **or annuitant's spouse** should die before the sum of all income payments received equals or exceeds the policy value on the maximum annuity commencement date, the annuitant's beneficiary will receive a final payment equal to the difference.

TERMINATION

2) the **later of the** annuitant's **or annuitant's spouse's** death;

Joint option

Memorandum of Numerical Variables

Rider Name (Marketing Name)[1]:		Income Link

Policy Number will be specific to each Policyholder.

Rider Date will be a specific date on each rider.

Initial Rider Fee Percentage[2]:	Minimum	0.25%
	Maximum	3.00%

Annuitant, age, and sex will be specific on each rider.

Annuitant's Spouse, age, and sex will be specific on each rider.

Withdrawal Percentage[3a]:	Minimum	1.00%
	Maximum	10.00%
Initial Income Link Rider Withdrawal Years[4]:	Minimum	1 year
	Maximum	10 years
Withdrawal Percentage[3b]:	Minimum	1.00%
	Maximum	10.00%
Mode of the highest policy value for an automatic step-up[5]:	Minimum	Daily
	Maximum	Semi-Annually
Rider fee percentage automatic step-up increase period[6]:	Minimum	1 year
	Maximum	10 years
Automatic step-up maximum rider fee percentage increase[7]:	Minimum	0.10%
	Maximum	3.00%
Reject an automatic step-up within days from rider anniversary[8]:	Minimum	30 days
	Maximum	365 days
Termination Period[9]:	Minimum	After the 1st rider year
	Maximum	After the 10th rider year

[1] To allow for future changes in the marketing name for this annuity rider.

[2]This percentage is multiplied by the withdrawal base and a pro-rata factor at the time the fee is calculated to produce the rider fee. The fee is deducted on each rider quarter in arrears and is also deducted on a proportional basis at the time of rider termination.

[3a] This percentage is used to derive the Rider Withdrawal Amount annually. The percentage will be zero until the Withdrawal Option is chosen. Once the Withdrawal Option is chosen, it will be this percentage for the specified number of Initial Income Link Rider Withdrawal Years[4] since the Income Link Rider Start Date.

[4] This is the number of years that the client will receive the higher Withdrawal Percentage[3a].

[3b] This percentage is used to derive the Rider Withdrawal Amount annually. This is the ultimate percentage that will be used after the Initial Income Link Rider Withdrawal Years[4] have been met since the Income Link Rider Start Date.

[5] On a rider anniversary, the withdrawal base will be set to the highest policy value on a rider [monthiversary] if there were no negative Withdrawal Base Adjustments in the current rider year. The Rider Monthiversary is the same day of the month as the rider date. For months not containing that day, the first day of the following month is used.

[6] This period is the length of time the rider fee percentage will not increase. After this time period, the rider fee percentage may increase due to an automatic step-up.

[7] This is the maximum increase for the rider fee percentage following the [first][6] rider anniversary.

[8] This is the window during which the policyholder may reject an automatic step-up following a rider anniversary, if the rider fee percentage increases.

[9] This is the number of years that must elapse before the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

Consequently, all riders shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.