

SERFF Tracking Number: AGNN-126789922 State: Arkansas
Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 46638
Company Tracking Number: GFUA-IRA (810)
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: GFUA-IRA (810)
Project Name/Number: /

Filing at a Glance

Company: The Variable Annuity Life Insurance Company

Product Name: GFUA-IRA (810)

SERFF Tr Num: AGNN-126789922 State: Arkansas

TOI: A02G Group Annuities - Deferred Non-
variable

SERFF Status: Closed-Approved- State Tr Num: 46638
Closed

Sub-TOI: A02G.002 Flexible Premium

Co Tr Num: GFUA-IRA (810)

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Angie Fox

Disposition Date: 08/31/2010

Date Submitted: 08/27/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 08/31/2010

Explanation for Other Group Market Type:

State Status Changed: 08/31/2010

Deemer Date:

Created By: Angie Fox

Submitted By: Angie Fox

Corresponding Filing Tracking Number:

Filing Description:

To the best of our knowledge, information and belief, the form submitted herewith is in compliance with the provisions of the insurance laws, rules, regulations and bulletins of your state. Such form contains no provisions previously disapproved by your Department.

The form is new and will not replace any previously approved form by your Department. It will be applied to new issues only.

We certify that we are in compliance with Regulations 19 and 49 as well as AR. Code Ann. 23-79-138.

SERFF Tracking Number: AGNN-126789922 State: Arkansas
 Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 46638
 Company Tracking Number: GFUA-IRA (810)
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: GFUA-IRA (810)
 Project Name/Number: /

This endorsement will be used with contract form GFUA-398 (a copy is attached for your reference), approved by your Department on March 31, 1998.

This endorsement will amend the contract so that if the contract is issued under an annuity purchase arrangement in the form of a master trust or custodial arrangement (or similar qualifying omnibus arrangement) for one or more Individual Retirement Accounts described in Code Section 408(a), including but not limited to tradition (pre-tax) and Roth Individual Retirement Accounts described in Code Section 408A, references to the Plan shall include such annuity purchase arrangement.

Company and Contact

Filing Contact Information

Angie Fox, angie.fox@aigretirement.com
 2919 Allen Parkway, L10-30 713-831-6050 [Phone]
 Houston, TX 77019 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

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? Yes
 Fee Explanation: the fee required for making this filing in our domicile state of Texas is \$100, therefore \$100 is included in this submission.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Variable Annuity Life Insurance Company	\$100.00	08/27/2010	39084761

SERFF Tracking Number: AGNN-126789922 State: Arkansas
Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 46638
Company Tracking Number: GFUA-IRA (810)
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: GFUA-IRA (810)
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/31/2010	08/31/2010

SERFF Tracking Number: AGNN-126789922 *State:* Arkansas
Filing Company: The Variable Annuity Life Insurance Company *State Tracking Number:* 46638
Company Tracking Number: GFUA-IRA (810)
TOI: A02G Group Annuities - Deferred Non-variable *Sub-TOI:* A02G.002 Flexible Premium
Product Name: GFUA-IRA (810)
Project Name/Number: /

Disposition

Disposition Date: 08/31/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNN-126789922 State: Arkansas
 Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 46638
 Company Tracking Number: GFUA-IRA (810)
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: GFUA-IRA (810)
 Project Name/Number: /

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	approved contract		Yes
Form	Amendatory Endorsement		Yes

SERFF Tracking Number: AGNN-126789922 State: Arkansas
 Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 46638
 Company Tracking Number: GFUA-IRA (810)
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: GFUA-IRA (810)
 Project Name/Number: /

Form Schedule

Lead Form Number: GFUA-IRA (810)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GFUA-IRA (810)	Certificate Amendment, Insert Page, Endorsement or Rider	Amendatory Endorsement	Initial		50.000	GFUA-IRA (810).pdf

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
(the "Company")
2929 Allen Parkway
Houston, Texas 77019

AMENDATORY ENDORSEMENT

This Endorsement is made a part of the group unallocated annuity contract ("Contract") to which it is attached. This Endorsement shall supersede certain provisions of the Contract or any endorsement issued prior to or concurrent with this Endorsement. This Endorsement amends the Contract as follows:

If this Contract is issued under an annuity purchase arrangement in the form of a master trust or custodial arrangement (or similar qualifying omnibus arrangement) for one or more Individual Retirement Accounts described in Code Section 408(a), including but not limited to traditional (pre-tax) and Roth Individual Retirement Accounts described in Code Section 408A, references to the Plan shall include such annuity purchase arrangement.

All other terms and conditions of the Contract (as modified by any other endorsement issued therewith) remain unchanged. The provisions of this Endorsement shall be effective on the Contract date of issue.

THE VARIABLE ANNUITY LIFE
INSURANCE COMPANY



Katherine Stoner
Secretary

SERFF Tracking Number: AGNN-126789922 State: Arkansas
Filing Company: The Variable Annuity Life Insurance Company State Tracking Number: 46638
Company Tracking Number: GFUA-IRA (810)
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: GFUA-IRA (810)
Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: flesch-AR.pdf		
Satisfied - Item: approved contract Comments: Attachment: GFUA-398-generic.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>Flesh Score</u>
GFUA-IRA (810)	Amendatory Endorsement	50



Tracey Harris
Vice President

August 27, 2010
Date

VALIC

The Variable Annuity Life Insurance Company
2929 Allen Parkway
Houston, Texas

CONTRACT OWNER:

CONTRACT NUMBER:

DATE OF ISSUE:

In return for the Purchase Payments, VALIC will pay annuity and other benefits as provided in this Contract.

PLEASE READ YOUR CONTRACT CAREFULLY.
See Index on Page 2.

The conditions and provisions on this and the following pages are the entire legal Contract between VALIC and the Contract Owner. 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

GROUP FIXED UNALLOCATED ANNUITY CONTRACT
- NON-PARTICIPATING-

GFUA-398

INDEX

	Page
SECTION 1 DEFINITIONS	3
SECTION 2 PURCHASE PAYMENTS AND VALUATION PROVISIONS	3
2.01 Incontestability	3
2.02 Plan Provisions	3
2.03 Purchase Payments	3
2.04 Accumulation Value	4
2.05 Changes in Plan	4
2.06 Competing Plan.....	4
2.07 Effect of Plan Changes	4
SECTION 3 INTEREST	5
SECTION 4 SURRENDER.....	5
SECTION 5 BENEFITS OR TRANSFERS	6
SECTION 6 WITHDRAWALS TO PAY PLAN FEES	6
6.01 Not Payable to VALIC	6
6.02 Payable to VALIC	6
SECTION 7 ANNUITIES	6
7.01 Annuity Purchase.....	6
7.02 Form of Annuity	6
SECTION 8 GENERAL PROVISIONS	6
8.01 Assignment	7
8.02 Exclusive Benefit.....	7
8.03 Written Notices to Us	7
8.04 Change of Contract.....	7
8.05 Reports.....	7
8.06 Proof of Survival.....	7
8.07 Minimum Benefit.....	7

SECTION 1 – Definitions

Accumulation Period - the time between the date of the first Purchase Payment and the full surrender or total withdrawal of the Accumulation Value.

Annuity - a periodic benefit purchased for a Participant under Section 7.

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.

Competing Option - is a Plan maintained investment facility, other than this Contract which:

- (a) provides a direct or indirect guarantee of investment performance; or
- (b) is invested primarily in a portfolio of fixed income or similar assets, if the duration of such portfolio may be less than three years; or
- (c) is, or which may be, invested primarily in financial vehicles (such as mutual funds, trusts, custodial accounts, and annuity contracts) which are in turn, invested substantially in a portfolio described in (b) above.

Contract Owner - the entity that makes application for the Contract. A reference to “You” or “Your” means the Contract Owner or designated administrator.

Home Office - the principal office of VALIC.

Participant - a person for whom or with respect to whom Purchase Payments are made under the Contract.

Plan - the employer-sponsored retirement plan, annuity purchase arrangement, or deferred compensation program for which this Contract is issued.

Purchase Payment – an amount paid to VALIC.

SECTION 2 - PURCHASE PAYMENTS AND VALUATION PROVISIONS

2.01 Incontestability - This Contract is incontestable. This Contract is non-participating and does not share in the profits or surplus of VALIC.

2.02 Plan Provisions - This Contract is subject to the provisions of the Plan.

2.03 Purchase Payments - Purchase Payments may be made at any time during the Accumulation Period and may include amounts that are directly transferred from another plan. We require no payment beyond the first. There is no penalty if any scheduled payments are omitted or stopped.

We may deduct amounts from Purchase Payments or from the Accumulation Value for applicable premium taxes.

2.04 Accumulation Value - The Accumulation Value during the Accumulation Period equals the net Purchase Payments received plus any interest credited less any amounts deducted for benefits, withdrawals, transfers, and annuity purchases.

2.05 Changes in Plan - You agree to give us thirty days advance notice of any material change in the Plan's provisions or administrative practices occurring after the Date of Issue, including the establishment of another retirement or deferred compensation plan that allows a Participant to direct amounts to an investment facility similar to this Contract or has agreements with one or more Participants that require or permit contributions to such an investment facility.

2.06 Competing Plan - If You, any employer or Plan sponsor:

- (a) establishes another pension or deferred compensation plan or program to which one or more Participants contribute; or
- (b) establishes another type of any plan or program to which Participants contribute and which contains a savings element; or
- (c) amends an existing plan or program so that it falls within the foregoing description; or
- (d) agrees to make payroll deductions for such other plan or program (whether or not established by the employer) for Participants;

then we may deem such action to be a change in the plans provisions referred to in Section 2.07.

2.07 Effect of Plan Changes - You must advise Us of any action taken by You, any employer, or plan sponsor which is described in Section 2.06 or which:

- (a) directly or indirectly creates a Competing Option;
- (b) significantly liberalizes the Plan withdrawal or transfer rights of Participants;
- (c) materially affects Our rights or obligations under this Contract; or
- (d) would result in a cessation or substantial reduction in future Purchase Payments to this Contract.

If We reasonably determine that such change is likely to have a material adverse effect on Our financial experience under this Contract, then we are obligated to make only the payments that would have been made if the plan amendment, change in administrative practices, or other actions had not been made. We will advise you of such determination within thirty days of Our receipt of a written description of the action, amendment or other change.

SECTION 3 - INTEREST

We will credit interest to this Contract on the following basis. Periodically, but not less than annually, We will declare interest rates that apply either to the entire Accumulation Value, or separately to amounts accumulated in separate time periods. The interest rate will be set in advance of the period to which it relates and will be at least 3% per year. If the interest rate declared by VALIC at anytime during the Accumulation Period is more than 1% lower than the previously declared rate during the prior 12 months, the Owner may surrender the Contract for the full Accumulation Value during the 60-day period immediately following the effective date of such interest rate reduction. Under this condition, the total Accumulation Value will be paid at one time.

SECTION 4 - SURRENDER

You may surrender the Contract for the Accumulation Value. If one or more groups of Participants ceases to be eligible to participate in the Plan, this Contract may be partially surrendered with respect to such groups. Unless the Owner requests otherwise, the Accumulation Value will be apportioned among all groups based on each group's proportionate interest in the Contract, and this section is then applied to the discontinuing portion. Alternatively, the Owner may request Us to issue one or more new contracts substantially similar to this Contract and to transfer to such contract the surrendered portion of this Contract. The issuance of a new contract may be conditioned on the satisfaction of Our reasonable underwriting rules, the securing of regulatory approvals and acceptance of the new contract's terms by all parties. The Accumulation Value will be paid in one of two ways:

- (a) **Five Year Equal Amount Installment Method.** The interest rate during the five year payout period will be declared in advance by Us. If this rate is more than 1% lower than the previously declared rate during the prior 12 months, the Owner may elect to withdraw the Accumulation Value for the surrendered portion of this Contract. Such election must be made during the 60-day period immediately following the effective date of such interest rate reduction. No other withdrawals may be made once payments begin.
- (b) **Decreasing Balance Method.** Under this method, 1/5 of the remaining balance will be surrendered the first year; 1/4 of the remaining balance the second year; 1/3 of the remaining balance the third year; 1/2 of the remaining balance the fourth year; and the entire remaining balance the fifth year. Interest under this method will be periodically declared and credited at a rate determined by Us. If this rate is more than 1% lower than the previously declared rate during the prior 12 months, the Owner may elect to withdraw the Accumulation Value for the surrendered portion of this Contract. Such election must be made during the 60-day period immediately following the effective date of such interest rate reduction. Other withdrawals may be made once payments begin.

Payments will be made on a [monthly] basis starting on the first business day [31] days after the date of surrender. Under either method, if the Accumulation Value remaining would be less than \$500, such value may be surrendered in full at that time.

SECTION 5 – BENEFITS OR TRANSFERS

You may withdraw a portion of the Accumulation Value only to provide (a) Participant benefits or (b) transfers requested by Participants to specific Plan maintained investment facility(ies), as identified by you and excluding any Competing Option. If the plan includes a Competing Option, Participant requested transfers may be made only if the transfer amount remains in the receiving option for at least 90 days. We may require You to provide information reasonably necessary for Us to process such payments or to verify that the payments will be used for Participant's benefits or transfers. We may defer payment until such information is provided.

SECTION 6 – WITHDRAWALS TO PAY PLAN FEES AND EXPENSES

6.01 Not Payable to VALIC - You may periodically withdraw a portion of the Accumulation Value to pay fees or expenses to organizations other than VALIC, that were reasonably incurred by the plan. We may require You to provide information to verify such charges, and may defer payment until such information is provided.

6.02 Payable to VALIC - VALIC will determine an expense charge allocated to this Contract if VALIC performs services under this Contract at the Owner's request that are not otherwise provided for by this Contract. VALIC will notify the Owner prior to providing such services of the basis on which such expense charge is determined. [The Owner will upon receipt of notice of the amount of such expense charges, pay Us such amount. Such payment is not added to the Accumulation Value. VALIC may deduct such expense charge from the Accumulation Value, to the extent any portion remains unpaid after 31 days.]

SECTION 7 – ANNUITIES

7.01 Annuity Purchase - At Your option, all or part of any amount payable under Section 4 or any other amount available under the Plan, may be used to buy Annuities under this Contract for Participants. Annuities may be purchased in any form then offered by Us. We will use Our applicable current settlement option rates then in effect for new group annuity contracts offered to programs similar to the Plan on the date an Annuity is purchased.

7.02 Forms of Annuity - We will issue a certificate for delivery to the Participant. The certificate sets forth the terms of the Annuity to which such Participant is entitled. If any fact pertaining to the purchase of an Annuity is misstated, such Annuity may be adjusted by Us to reflect the correct facts. We have no liability for any Annuity payments for which we have not received the full premium due, based on the correct facts.

SECTION 8 – GENERAL PROVISIONS

8.01 Assignment - This Contract cannot be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation. The benefits, values, and rights under this Contract are not subject to any creditor claims to the fullest extent permitted by law. This Contract and its rights cannot be transferred to anyone other than Us, except under a domestic relations order properly issued by a court of competent jurisdiction and that complies with ERISA, if applicable. To the extent permitted by the Code and applicable law, We will make a Surrender or Withdrawal payable to a third party upon Your request.

- 8.02 Exclusive Benefit** - Notwithstanding any other provision in this Contract, if this Contract is issued under a funded deferred compensation plan as defined in section 457(g) of the code, all assets in the Contract shall be held for the exclusive benefit of Participants and their beneficiaries.
- 8.03 Written Notices to Us** - Except as specifically provided otherwise, any Notice of change, election, choice, option or other exercise of right given under the Contract must be in writing on a form provided by Us, or on a form and in a manner acceptable to Us. Such Notice will be effective when it is received in Our Home Office.
- 8.04 Change of Contract** - This Contract may be amended at any time by written agreement between VALIC and You, without the consent of any Participant. Unless required by applicable law, no amendment may reduce the amount, change the terms of, or delay issuance of any Annuity. We may also change this Contract to the extent it is required or deemed advisable to do so in order to conform the Contract to applicable law.
- 8.05 Reports** - We will send You a financial report at least annually if the Contract has an Accumulation Value.
- 8.06 Proof of Survival** - We reserve the right to require satisfactory proof that the Participant and any payee is alive on the date any benefit payment is due. If this proof is not received after requested in writing, We will have the right to make reduced payments or to withhold payments entirely until such proof is received.
- 8.07 Minimum Benefit** - The paid up annuity, cash surrender or death payment available under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract is delivered.