

SERFF Tracking Number: UNSA-127060294 State: Arkansas
 Filing Company: USAA Life Insurance Company State Tracking Number: 48267
 Company Tracking Number: AR1113770
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Guaranteed Retirement Income Plan (GRIP) - SPIA
 Project Name/Number: /

Filing at a Glance

Company: USAA Life Insurance Company

Product Name: Guaranteed Retirement Income SERFF Tr Num: UNSA-127060294 State: Arkansas
 Plan (GRIP) - SPIA

TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 48267

Sub-TOI: A05I.000 Annuities - Immediate Non- variable Co Tr Num: AR1113770 State Status: Approved-Closed

Filing Type: Form

Author: Susan Markey

Reviewer(s): Linda Bird

Date Submitted: 03/17/2011

Disposition Date: 03/29/2011

Disposition Status: Approved-Closed

Implementation Date Requested: 09/19/2011

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Our domicile state of Texas is pending.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 03/29/2011

State Status Changed: 03/24/2011

Deemer Date:

Created By: Susan Markey

Submitted By: Susan Markey

Corresponding Filing Tracking Number:

Filing Description:

USAA Life Insurance Company (USAA Life) is filing the above-captioned forms for your review through SERFF. We plan to begin using these forms upon approval.

DESCRIPTION OF THE PRODUCT

1. This is a Single premium Immediate Annuity and no additional premium payments are allowed.

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2. The annuity has no cash value.

3. The annuity will be available for both IRA and Non-IRA.

4. It will offer income frequencies as monthly, quarterly, semi-annual and annual.

5. The annuity will offer an Optional Rising Income Privilege inside the contract. This allows the owner to select at issue a percentage in which his income stream will increase each anniversary.

a) We will offer this option at 0, 1, 2, or 3 percent. Once the percentage is selected, it is set at issue and cannot be changed.

b) The Income amount will be fixed or rising annually based on the owner's selection of the Optional Rising Income Privilege.

6. The annuity will offer a Financial Emergency Liquidity Rider (FEL rider). This will be available for use once during the contract.

a) The FEL rider will be issued with all contracts

b) We feel that the FEL rider offers our members financial security for emergencies while maintaining their income streams.

c) The annuity does not allow withdrawals except for as provided in the FEL rider.

NOTES TO AID IN YOUR REVIEW:

1. We certify that USAA Life Insurance Company will not deduct any fees, assessments or other charges, unless such charges are specifically defined in the annuity contract.

2. The FEL rider identifies four qualifying financial emergencies. These are: (1) Large unpaid medical bills (2) Funeral expenses for immediate family. (3) Payments necessary to avoid foreclosure or eviction from the primary residence, and (4) Other Large unpaid bills.

3. The annuity is sold in five different payout options. These are: (1) Number of Years Only - Income is guaranteed for a fixed period of time. (2) Life Only - Income is paid as long as the annuitant is alive with no guarantee period. (3) Number of Years and Life - Income is paid for the guaranteed period. Income will continue past the guaranteed period

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as long as the annuitant is alive. (4) Joint Lives Only - Income is paid as long as either the annuitant or joint annuitant is alive. There is no guaranteed period. and (5) Number of Years and Joint Lives - Income is paid for the guaranteed period. Income will continue past the guaranteed period as long as either the annuitant or joint annuitant is alive.

4. The application and related forms will be delivered through the internet using an electronic signature or may also be delivered by paper mail.

We use captive, salaried and licensed agents who interact with consumers by telephone, mail, face to face or internet.

Company and Contact

Filing Contact Information

Susan Markey, Compliance Analyst Susan.Markey@usaa.com
 9800 Fredericksburg Road 800-531-8000 [Phone] 87015 [Ext]
 A-3-W, #00582 210-498-5081 [FAX]
 San Antonio, TX 78288

Filing Company Information

USAA Life Insurance Company CoCode: 69663 State of Domicile: Texas
 9800 Fredericksburg Road Group Code: 200 Company Type: Life
 San Antonio, TX 78288 Group Name: State ID Number:
 (800) 531-8000 ext. [Phone] FEIN Number: 74-1472662

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
USAA Life Insurance Company	\$100.00	03/17/2011	45699168
USAA Life Insurance Company	\$50.00	03/22/2011	45864755

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/29/2011	03/29/2011
Approved-Closed	Linda Bird	03/24/2011	03/24/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	03/22/2011	03/22/2011	Susan Markey	03/22/2011	03/22/2011
Pending Industry Response	Linda Bird	03/22/2011	03/22/2011	Susan Markey	03/22/2011	03/22/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Simplified Immediate Annuity Application	Susan Markey	03/29/2011	03/29/2011
Supporting Document	Life & Annuity - Acturial Memo	Susan Markey	03/29/2011	03/29/2011
Supporting Document	redline version ASI94819ST 10-11 changes identified in substituted form	Susan Markey	03/29/2011	03/29/2011

Filing Notes

SERFF Tracking Number: UNSA-127060294 *State:* Arkansas
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Subject	Note Type	Created By	Created On	Date Submitted
We would like to substitute form ASI94819ST 10-11	Note To Filer	Linda Bird	03/29/2011	03/29/2011
We would like to substitute form ASI94819ST 10-11.	Note To Reviewer	Susan Markey	03/28/2011	03/28/2011

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Disposition

Disposition Date: 03/29/2011

Implementation Date:

Status: Approved-Closed

Comment: Company has made corrections to the original submission.

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 (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Statement of Variability ASI94834ST 10-11		Yes
Supporting Document	Statement of Variability ASI94878AR 10-11		Yes
Supporting Document	redline version ASI94819ST 10-11 changes identified in substituted form		Yes
Form	Financial Emergency Liquidity Rider		Yes
Form (revised)	Simplified Immediate Annuity Application		Yes
Form	Simplified Immediate Annuity Application	Replaced	Yes
Form	Guaranteed Retirement Income Plan		Yes

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Project Name/Number: /

Disposition

Disposition Date: 03/24/2011

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 (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document	Statement of Variability ASI94834ST 10-11		Yes
Supporting Document	Statement of Variability ASI94878AR 10-11		Yes
Supporting Document	redline version ASI94819ST 10-11 changes identified in substituted form		Yes
Form	Financial Emergency Liquidity Rider		Yes
Form (revised)	Simplified Immediate Annuity Application		Yes
Form	Simplified Immediate Annuity Application	Replaced	Yes
Form	Guaranteed Retirement Income Plan		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/22/2011
Submitted Date 03/22/2011
Respond By Date 04/22/2011

Dear Susan Markey,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/22/2011
Submitted Date 03/22/2011

Dear Linda Bird,

Comments:

Additional \$50 has been submitted.

Response 1

Comments: Please see filing fee tab.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you

Sincerely,
Susan Markey

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Objection Letter Status Pending Industry Response
Objection Letter Date 03/22/2011
Submitted Date 03/22/2011
Respond By Date 04/22/2011

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Sincerely,

Linda Bird

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Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/22/2011
Submitted Date 03/22/2011

Dear Linda Bird,

Comments:

Additional fee sent.

Response 1

Comments: Acknowledge your acknowledgement.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you,

Sincerely,
Susan Markey

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 Project Name/Number: /

Amendment Letter

Submitted Date: 03/29/2011

Comments:

We are substituting form ASI94819ST 10-11. We certify we have not used the form. We have included the substituted form, and a redline version to reflect the changes made (removed sentence regarding assignment, added clarification of the rising income benefit).

Please accept the following correction to the General Information of this filing:

Description of Product

5 a) The rising income option will be available to all non-qualified annuities and possibly to other plans in the future based on IRS regulations.

6 a) The FEL rider will not be available to annuitants age 71 and over with a qualified tax plan annuity (Traditional IRA, Roth IRA etc....) due to IRS regulations.

We have attached an updated Actuarial Memorandum to support the above changes.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
ASI94819ST 10-11	Application/ESimplified nrollment Form	Immediate Annuity Application	Initial				36.000	ASI94819ST 10-11.pdf

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Acturial Memo

Comment:

Actuarial Memo (SPIA with FELR).pdf

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Project Name/Number: /

User Added -Name: redline version ASI94819ST 10-11 changes identified in substituted form

Comment:

redline version ASI94819ST 10-11.pdf

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Product Name: Guaranteed Retirement Income Plan (GRIP) - SPIA
Project Name/Number: /

Note To Filer

Created By:

Linda Bird on 03/29/2011 08:28 AM

Last Edited By:

Linda Bird

Submitted On:

03/29/2011 08:28 AM

Subject:

We would like to substitute form ASI94819ST 10-11

Comments:

Filing has been re-opened in order for you to substitute form ASI94819ST 10-11.

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Variable
Product Name: Guaranteed Retirement Income Plan (GRIP) - SPIA
Project Name/Number: /

Note To Reviewer

Created By:

Susan Markey on 03/28/2011 03:01 PM

Last Edited By:

Susan Markey

Submitted On:

03/28/2011 03:01 PM

Subject:

We would like to substitute form ASI94819ST 10-11.

Comments:

We would like to substitute form ASI94819ST 10-11. We certify we have not used the form. Please identify if we can do so under this filing with post submission / re-open or re-file. Thank you. Susan Markey

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 Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ASI94834S T 10-11	Policy/Cont Financial Emergency Initial ract/Fratern Liquidity Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		57.000	ASI94834ST 10-11.pdf
	ASI94819S T 10-11	Application/ Simplified Immediate Initial Enrollment Annuity Application Form			36.000	ASI94819ST 10-11.pdf
	ASI94878A R 10-11	Policy/Cont Guaranteed ract/Fratern Retirement Income al Plan Certificate	Initial		58.000	ASI94878AR 10-11.pdf



[9800 Fredericksburg Road
San Antonio, Texas 78288]

USAA LIFE INSURANCE COMPANY
(A Stock Company)

FINANCIAL EMERGENCY LIQUIDITY RIDER

PLEASE READ THIS RIDER CAREFULLY

This rider is part of Your Contract. All Contract definitions, provisions, and exceptions apply to this rider unless changed by this rider. The Effective Date of this rider is the same as the Effective Date of the Contract and is shown on Your CONTRACT INFORMATION PAGE. This rider may only be elected on the Effective Date.

IMPORTANT NOTICE

If You withdraw money from Your annuity by using this rider, that money may be taxable and it may affect Your eligibility for Medicaid or other government benefits, entitlements, or programs. You should consult a personal tax advisor and legal advisor before You request a withdrawal using this rider.

THIS RIDER MAY BE USED ONLY ONCE. IF THIS RIDER IS USED, YOUR REMAINING INCOME IS REDUCED.

DEFINITIONS

Withdrawal Effective Date is the date We receive Your Formal Request for a Financial Emergency Withdrawal.

Expected Future Income is the total future Income You would receive under the Contract terms before the exercise of this rider if the Annuitant(s) is alive for the remaining Expected Income Period. The Expected Income Period is shown on Your CONTRACT INFORMATION PAGE.

1. If there is only one Annuitant shown on the application, We will use the Annuitant's Expected Income Period.
2. If there is an Annuitant and a Joint Annuitant shown on the application and both are alive on the Withdrawal Effective Date, We will use the Combined Expected Income Period.
3. If there is an Annuitant and a Joint Annuitant shown on the application and only the Annuitant is alive on the Withdrawal Effective Date, We will use the Annuitant's Expected Income Period. The Expected Future Income will reflect any Survivor Percentage adjustment to the Income.
4. If there is an Annuitant and a Joint Annuitant shown on the application and only the Joint Annuitant is alive on the Withdrawal Effective Date, We will use the Joint Annuitant's Expected Income Period. The Expected Future Income will reflect any Survivor percentage adjustment to the Income.

Present Value of Expected Future Income is determined by discounting the Expected Income as of the Withdrawal Effective Date using a rate [1 - 4]% higher than the rate We used to determine Your original Income. The [1 - 4]% increase means that withdrawals using this rider will have a lower value than if You just received the Income as originally scheduled.



Single Premium Immediate Annuity Application

Verify, date, sign and return application to USAA Life Insurance Company (USAA Life).

IMPORTANT INFORMATION. Federal law requires us to obtain, verify and record your name, address, date of birth and other information that will allow us to identify you when you open an account and in certain other circumstances.

1. OWNER

First Name (if trust, provide name of trust and trustee) MI Last Name USAA Number
 Female Male N/A

Date of Birth (if trust, provide date of trust inception) Gender

Mailing Address City State Zip

Physical Address City State Zip

Is the Owner a U.S. citizen? Yes No

If "No", is the Owner a Permanent Legal Resident ("green card")? Yes No

If "Yes", what is the Owner's Alien Registration Number? _____

What is the Owner's Country of Citizenship? _____

2. ANNUITANT (Information as provided by Owner.)

First Name MI Last Name
 Female Male

Date of Birth Gender

3. JOINT ANNUITANT INFORMATION (Applies only if Annuity Income Option #4 or #5 is selected in Section 4.)

First Name MI Last Name
 Female Male

Date of Birth Gender

4. INCOME PLAN (select one)

Option 1: Number of Years Only _____ Years _____ Months

Option 2: Life Only

Option 3: Number of Years and Life _____ Years _____ Months

Option 4: Joint Lives Only

Percentage to be paid to survivor: 100% 75% 66-2/3% 50%

Option 5: Number of Years and Joint Lives _____ Years _____ Months

Percentage to be paid to survivor: 100% 75% 66-2/3% 50%

5. CONTRACT TYPE AND FUNDING (check A, B, or C below) Complete Section D

- A. Supplemental Contract from Deferred Annuity or Life Insurance policy. \$ _____ Single Premium Amount
How will contract be funded? Full Partial
- B. Non-Qualified Contract (NQA) \$ _____ Single Premium Amount
How will contract be funded?
 1035 Exchange: Full Partial
- C. Qualified Contract \$ _____ Single Premium Amount
 Individual Retirement Annuity (IRA) Roth IRA
How will contract be funded?
 Rollover Transfer Direct Rollover
- D. Where will initial funding come from? (Select all that apply.) (Complete any necessary form required by Third Party):
 I will be sending in check.
 Third Party will send funds.
 Funds are already with a USAA Company.
 I would like to use Electronic Funds Transfer (EFT). See separate completed EFT form.

6. HOW OFTEN INCOME IS PAID

- Monthly Quarterly Semi-Annual Annual
- Annuity income payments will be mailed to the Owner at the address on record with Us.
- Yes, I would like to take advantage of Electronic Funds Transfer (EFT) for income.

I authorize USAA Life Insurance Company to make electronic deposits and withdrawals (if needed to correct payment errors) to my account listed below until I notify USAA Life that I terminate authorization and USAA Life has reasonable time to act on it. I acknowledge that the origination of Automated Clearing House (ACH) transactions to my account must comply with U.S. law.

Name of Financial Institution _____ Name(s) of Account Holder _____ savings checking
Type of Account

Transit Routing Number (the nine-digit number in the lower-left corner of check or deposit slip) _____ Account Number _____

7. OPTIONAL BENEFIT

- Optional Rising Income Privilege
- Refused (cannot be added once refused) OR not available with this contract.
- Rising Income Privilege Percentage Increase (each anniversary) ____ %

8. BENEFICIARY INFORMATION

Primary Beneficiary (If trust, provide name of trust and trustee) Relationship to Owner
 Female Male N/A
Date of Birth (if trust, provide date of trust inception) Gender

Primary Beneficiary (If trust, provide name of trust and trustee) Relationship to Owner
 Female Male N/A
Date of Birth (if trust, provide date of trust inception) Gender

Contingent Beneficiary (If trust, provide name of trust and trustee) Relationship to Owner
 Female Male N/A
Date of Birth (if trust, provide date of trust inception) Gender

Contingent Beneficiary (If trust, provide name of trust and trustee) Relationship to Owner
 Female Male N/A
Date of Birth (if trust, provide date of trust inception) Gender

Additional beneficiaries may be listed on a separate page.

9. REPLACEMENT

Do you own any life insurance or annuity contracts? Yes No

Is this application for insurance intended to replace, discontinue or change any life insurance or annuities? Yes No

If yes, please provide the following details:

Insurer Name	Contract or Policy Number	Insured or Annuitant

ADDITIONAL INFORMATION

(If needed to complete applicant's response)

READ AND SIGN

Insurance Fraud Warning

Arkansas, District of Columbia, Louisiana, Maryland, New Mexico, Ohio, Rhode Island, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Maine, Tennessee, Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky, Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Acknowledgement

I understand that the Company will not contest this contract after the Effective Date, except as stated in the contract.

I have received, read and understand the enclosed Notice of Privacy and Disclosure Practices.

I understand that if this contract is being issued to supplement an existing annuity with a USAA company, then any riders attached to my original contract apply also to this contract for federal tax purposes.

By signing this application, I agree this application will become part of the contract and that each of the statements and answers given in the application are true and complete to the best of my knowledge. I understand that this contract does not allow loans. I understand that the benefit, Optional Rising Income Privilege, may not be available with all contracts based on plan type or applicant's age. Notwithstanding any of the provisions of this contract as amended, no option will be available or elected which would disqualify this contract as an annuity contract as referred to in Section 408 of the Internal Revenue Code.

Signature of Owner

Date

Licensed Agent Statement

To the best of your knowledge:

Does the Owner own any life insurance or annuity contracts? Yes No

Is this contract being applied for going to replace or change any other life insurance or annuity contract?
 Yes No

I used only sales material supplied by USAA Life Insurance Company. I gave a copy of all sales material to the applicant and am submitting copies to the company.

This is to certify that I have truly and accurately recorded on the application form the information provided by the applicant or their representative.

Signature of Agent

Date

Name of Agent

Agent License # for Owner's State (if required)

TABLE OF CONTENTS

	Page(s)
CONTRACT INFORMATION PAGE	3
DEFINITIONS	4
CONTRACT PROVISIONS	5
OWNERSHIP	5
BENEFICIARY	6
PREMIUMS	6
INCOME	6-7
DEATH	7-8
OPTIONAL RISING INCOME PRIVILEGE	8

Any endorsements, restrictions, riders, or additional benefits follow Page 8.

CONTRACT INFORMATION PAGE

USAA NUMBER: [012345678]
CONTRACT NUMBER: [X0000000000000000]
EFFECTIVE DATE: [October 01, 2011]

CONTRACT DATA

OWNER(S): [JOHN DOE]

ANNUITANT: [JOHN DOE]
BIRTH DATE: [November 01, 1945] **GENDER:** [Male]

JOINT ANNUITANT: [JANE DOE]
BIRTH DATE: [August 01, 1946] **GENDER:** [Female]

SINGLE PREMIUM PAID FROM YOU TO US: \$[140,000.00]
This amount may be different from any amount listed on the application.

PREMIUM TAX: [None - There is no premium tax in this state.]

INCOME INFORMATION

INCOME PLAN: [#5 - Number of Years and Joint Lives]
[SURVIVOR PERCENTAGE: [100]%

GUARANTEED PERIOD: [15 Years 00 Months]

INCOME: [\$700.00]
RISING INCOME PRIVILEGE: [NONE - THE OPTIONAL RISING INCOME PRIVILEGE DOES NOT APPLY.]

HOW OFTEN INCOME IS PAID: [Monthly]

FIRST INCOME DATE: [November 01, 2011]

ANNUITANT'S EXPECTED INCOME PERIOD: [20 Years 11 Months]
JOINT ANNUITANT'S EXPECTED INCOME PERIOD: [23 Years 06 Months]
COMBINED EXPECTED INCOME PERIOD: [27 Years 07 Months]

FORM NUMBERS	DESCRIPTION
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[ASI94878AR 10-11]	[GUARANTEED RETIREMENT INCOME PLAN]
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DEFINITIONS

Annuitant	The natural person on whose life the amount and duration of Income depend. A Joint Annuitant is a second person on whose life the amount and duration of Income may depend. You may <u>not</u> change the Annuitant(s) after the Contract is issued.
Beneficiary	The person(s) named on the application or the most recent change on record to receive the ownership rights if the Owner is deceased.
Contract Anniversary	The day and month that coincides with the Effective Date in subsequent years after issue.
Effective Date	The date We approve Your application and issue this Contract. The Effective Date is shown on Your CONTRACT INFORMATION PAGE. Contract months, years, and anniversaries are measured from this date.
Expected Income Period	The number of years (and months) determined by Us that an Owner will continue to receive Income under this Contract if the Annuitant or Joint Annuitant is of the same age and gender as the Annuitant or Joint Annuitant actually named on Your Contract. The actual number of years that You will receive Income may be different.
Formal Request	A request formally delivered to and received by Us at the Home Office. That request must be executed and delivered in a format reasonably satisfactory to Us or provided by Us.
Guaranteed Period	The number of years (and months) that Income is paid if You select Income Plan 1, 3, or 5.
Home Office	USAA Life Insurance Company, 9800 Fredericksburg Road, San Antonio, Texas 78288.
Income	The amount We will pay You as shown on Your CONTRACT INFORMATION PAGE.
Owner	The person(s) named on the application as "Owner" or any person who succeeds to the ownership rights of this Contract. If the Owner is a natural person, that Owner must also be an Annuitant unless We otherwise agree.
We, Our, Us, Company	USAA Life Insurance Company.
You, Your	The Owner.

CONTRACT PROVISIONS

Changes to Contract	<p>After We receive and record a Formal Request for a change, the change will take effect on the date the Formal Request was executed, even if the Owner who executed the request has since died.</p> <p>However, the change will be subject to any payments made or actions taken by Us before the Formal Request for change was received and recorded. We may require the return of this Contract for endorsement or otherwise in the event of a change. We reserve the right to issue a revised CONTRACT INFORMATION PAGE in the event of any change to this Contract.</p>
Choice of Law	<p>This Contract will be governed by the laws of the state in which it was delivered.</p>
Conformity With Law	<p>We reserve the right to make any change to the provisions of this Contract to comply with, or give You the benefit of, any federal or state statute, rule, or regulation. The terms of the Contract will be interpreted in accordance with the requirements of Section 72(s) of the Internal Revenue Code.</p>
Entire Contract	<p>The entire Contract consists of this Contract and the application, amendment(s), rider(s), endorsement(s), and revised CONTRACT INFORMATION PAGE attached or sent to You. Only an officer in Our Home Office can agree to change or waive any provisions, which are part of the entire Contract. The change or waiver must be in writing.</p>
Incontestability	<p>We will not contest this Contract after the Effective Date, except for nonpayment of the Single Premium and except as provided in the Misstatement of Birth Date or Gender provision.</p>
Misstatement of Birth Date or Gender	<p>If the birth date or gender of the Annuitant(s) has been misstated, We will adjust the Income to that which would have been purchased at the correct birth date and gender. Any adjustment will be made to the Income next following such date of adjustment. Any amount deducted from or added to the Income will include interest on that amount at an annual rate of 6%.</p>

OWNERSHIP

Joint Owners	<p>More than one natural person may be named as Joint Owners. They will own this Contract as joint tenants with rights of survivorship. While all are alive, each must execute any Formal Request made under this Contract. If a Joint Owner is named, at least one of the Joint Owners must be an Annuitant, unless We otherwise agree.</p>
Change of Owner	<p>You may <u>not</u> change the Owner of this Contract after it is issued.</p>
Assignment	<p>You may <u>not</u> assign or transfer this Contract.</p>

BENEFICIARY

Change of Beneficiary

You may change the Beneficiary or any Contingent Beneficiary by Formal Request. A Beneficiary named irrevocably may not be changed without the consent of that Beneficiary.

PREMIUMS

Single Premium

The Single Premium must be paid on or before the Effective Date. You may not make additional premium payments. Premium must be paid to Us at Our Home Office. If a check for the premium is not honored when presented for payment, the Contract is considered void and never in force.

Premium Tax

Premium tax is the amount of tax, if any, charged by a state or municipality on the premium You pay. We will apply the Single Premium paid, less any applicable premium tax, to pay Income as described in this Contract. Your CONTRACT INFORMATION PAGE indicates whether a premium tax is applicable.

INCOME

Income

Your Income will:

- (1) Start on the First Income Date shown on Your CONTRACT INFORMATION PAGE if all Owners and Annuitants are alive on that date.
- (2) Be paid to the order of the Owner (or in the case of Joint Owners, the first Owner listed on the Contract Information Page).
- (3) Be paid monthly, quarterly, semi-annually, or annually as selected on the application.
- (4) Cease at the death of all Annuitants, in which case the **Death On or After the First Income Date** provision may apply.

Your CONTRACT INFORMATION PAGE shows how often We pay Your Income. We will pay the Income at the end of each time period shown following the First Income Date. This Contract terminates upon the final Income payment under the Income Plan in effect.

Income Plans

You will receive Income using the Income Plan shown on Your CONTRACT INFORMATION PAGE if all Owners and Annuitants are alive on the First Income Date. Your CONTRACT INFORMATION PAGE shows:

- (1) The Guaranteed Period.
- (2) The Expected Income Period.
- (3) The Survivor Percentage, if applicable.

You may not change Your Income Plan once the Contract is issued.

Income Plan 1 Number of Years Only

Income is paid for the number of years (and months) chosen as the Guaranteed Period. If the Annuitant dies before the end of the Guaranteed Period, We will pay a Death Benefit.

Income Plan 2 Life Only

Income continues for as long as the Annuitant is alive. Income ends upon the death of the Annuitant and no Death Benefit is paid.

INCOME (Cont'd)

Income Plan 3

Number of Years and Life

Income is paid for the number of years (and months) chosen as the Guaranteed Period. If the Annuitant dies before the end of the Guaranteed Period, We will pay a Death Benefit. If the Annuitant is alive at the end of the Guaranteed Period, Income continues until the death of the Annuitant and no Death Benefit is paid.

Income Plan 4

Joint Lives Only

Income continues for as long as either the Annuitant or the Joint Annuitant is alive. Income ends upon the death of the last Annuitant and no Death Benefit is paid.

- (1) The full Income is paid while both the Annuitant and Joint Annuitant are alive.
- (2) The Income is adjusted to the Survivor Percentage after the death of either Annuitant. This Income continues as long as the remaining Annuitant is alive. The Survivor Percentage is shown on the CONTRACT INFORMATION PAGE.

Income Plan 5

Number of Years and Joint Lives.

The full income is paid for the number of years (and months) chosen as the Guaranteed Period. If both the Annuitant and Joint Annuitant die before the end of the Guaranteed Period, We will pay a Death Benefit. If either the Annuitant or Joint Annuitant is alive at the end of the Guaranteed Period, Income continues for as long as either is alive. Income ends upon the death of the last Annuitant and no Death Benefit is then paid.

- (1) The full Income continues to be paid while both the Annuitant and Joint Annuitant are alive.
- (2) If a Guaranteed Period is chosen and either Annuitant dies during this period, the continued Income is not adjusted during the Guaranteed Period.
- (3) The continued Income is adjusted to the Survivor Percentage after the death of either Annuitant.

This Income continues as long as the remaining Annuitant is alive. The Survivor Percentage is shown on the CONTRACT INFORMATION PAGE.

DEATH

Death Prior to the First Income Date

If any Owner or Annuitant dies prior to the First Income Date, We pay the Single Premium Paid by You to Us:

- (1) To the Owner, if living, otherwise;
- (2) To the primary Beneficiary, if living, otherwise;
- (3) To the contingent Beneficiary, if living, otherwise;
- (4) To the Owner's estate.

The Contract will terminate upon final payment of the Single Premium and any interest required by law. We will pay the Single Premium and any such interest immediately and in all events within five years of the death.

Death On or After the First Income Date

If any Owner or Annuitant dies on or after the First Income Date, the entire remaining interest in the Contract, if any, will be distributed at least as rapidly as under the method of distributions being used on the date of death.

DEATH (Cont'd)

On or after the First Income Date, if this Contract has not already terminated, the Death Benefit, if any, is payable upon the death of the last surviving Annuitant. We will pay:

- (1) To the Owner, if living, otherwise;
- (2) To the primary Beneficiary, if living, otherwise;
- (3) To the contingent Beneficiary, if living, otherwise;
- (4) To the Owner's estate.

The Contract will terminate upon final payment of the Death Benefit.

Proof of Death

Upon the death of any Owner, Annuitant, or Beneficiary, We reserve the right to require proof of death. Proof of death includes:

- (1) A certified death certificate; or
- (2) A certified decree of a court of competent jurisdiction as to the finding of death; or
- (3) Any other document We deem appropriate.

Death Benefit Options

The Death Benefit is the Income for the remaining Guaranteed Period. The Income will continue to be paid for the remaining Guaranteed Period unless a lump sum is requested.

You may make a Formal Request, prior to the death of the last Annuitant, directing Us to pay the Death Benefit in the form of continued Income payments for any remaining Guaranteed Period, and not allow a lump sum.

Death Benefit Taken as a Lump Sum

If taken as a lump sum, the Death Benefit is determined by discounting the Income for the remaining Guaranteed Period. We use a discount rate 1% higher than the rate used to determine Your original Income. This 1% increase means that the lump sum will be less than the Income for the remaining Guaranteed Period.

OPTIONAL RISING INCOME PRIVILEGE

Option Privilege

If You choose this Optional Privilege at the time of application, Your Income increases on each Contract anniversary by the percentage shown next to Rising Income Privilege on Your CONTRACT INFORMATION PAGE. **Choosing this Optional Privilege results in a smaller initial Income.**

If You do NOT choose this Option Privilege, Your CONTRACT INFORMATION PAGE will show:

"NONE - THE OPTIONAL RISING INCOME PRIVILEGE DOES NOT APPLY."

Rising Income Formula

On each Contract anniversary, Your Income will increase and be equal to Your last Income multiplied by 1+ the percentage shown next to Rising Income Privilege on Your CONTRACT INFORMATION PAGE.

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[9800 Fredericksburg Road]
[San Antonio, Texas 78288]

This notice is to advise you that should any questions arise regarding this insurance, you may contact the following:

ARKANSAS INSURANCE DEPARTMENT
Consumer Service Department
1200 W. Third Street
Little Rock, Arkansas 72201
Telephone: (501) 371-2640
1-800-852-5494

OR

USAA LIFE INSURANCE COMPANY
Customer Service Department
9800 Fredericksburg Road
San Antonio, TX 78288
Telephone: 1-800-292-8556

USAA LIFE INSURANCE COMPANY
(A Stock Company)

GUARANTEED RETIREMENT INCOME PLAN (GRIP)
(SINGLE PREMIUM IMMEDIATE ANNUITY)

NONPARTICIPATING. This Contract does not pay dividends

**NOTICE TO OWNER: If You
have questions or need
information about this Contract
or need assistance in resolving
a complaint, please call us at
[1-800-292-8556.]**

SERFF Tracking Number: UNSA-127060294 State: Arkansas
 Filing Company: USAA Life Insurance Company State Tracking Number: 48267
 Company Tracking Number: AR1113770
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Guaranteed Retirement Income Plan (GRIP) - SPIA
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: Certificate of Readability.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The application for this policy is also being filed for approval. Please see the Form Schedule tab.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability ASI94834ST 10-11		
Comments:		
Attachment: Statement of Variability_ASI94834ST 10-11.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability ASI94878AR 10-11		
Comments:		
Attachment: Statement of Variability ASI94878AR 10-11.pdf		

	Item Status:	Status

SERFF Tracking Number: UNSA-127060294 *State:* Arkansas
Filing Company: USAA Life Insurance Company *State Tracking Number:* 48267
Company Tracking Number: AR1113770
TOI: A05I Individual Annuities- Immediate Non- *Sub-TOI:* A05I.000 Annuities - Immediate Non-variable
Variable
Product Name: Guaranteed Retirement Income Plan (GRIP) - SPIA
Project Name/Number: /

Date:

Satisfied - Item: redline version ASI94819ST 10-11
changes identified in substituted
form

Comments:

Attachment:

redline version ASI94819ST 10-11.pdf

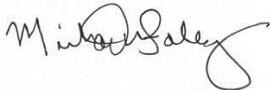
CERTIFICATE OF READABILITY

FORM NAME	FORM NUMBER	FLESCH SCORE
Single Premium Immediate Annuity Application	ASI94819ST 10-11	36
Financial Emergency Liquidity Rider	ASI94834ST 10-11	57
Guaranteed Retirement Income Plan	ASI94878AR 10-	58

The print is ten point type, one point leaded.

The text was Flesch scored by computer with the base contract.

I certify that to the best of my knowledge and belief, the above referenced forms meet or exceed the readability, legibility, and format requirements of any applicable laws and regulations.



AVP, Insurance Compliance

Statement of Variability
ASI94834ST 10-11

Below are the listed ranges for above stated form and as identified on the attached copy of the form. The following fields will be fixed for each contract owner when the contract is issued.

- **Signatures are bracketed, allowing for signature changes should USAA Life Insurance Company change the President of the Company and/or the Secretary of the Company.**

- **#1 Discount rate in PV calculation**
contract IRR + 1 - 4 %
Current: contract IRR + 2%

- **#2 Waiting Period**
1 - 60 Months
Current: 36 Months

- **#3 Minimum Withdrawal Amount**
\$1000 - \$5000
Current: \$2500

- **#4 Withdrawal Percentage**
1 - 50 %
Current: 30%

- **#5 "large" unpaid bills**
5 - 20 x Monthly Income
Current: 12 x Monthly Income



02/21/2011

AVP, Insurance Compliance



9800 Fredericksburg Road
San Antonio, Texas 78288

USAA LIFE INSURANCE COMPANY
(A Stock Company)

FINANCIAL EMERGENCY LIQUIDITY RIDER

PLEASE READ THIS RIDER CAREFULLY

This rider is part of Your Contract. All Contract definitions, provisions, and exceptions apply to this rider unless changed by this rider. The Effective Date of this rider is the same as the Effective Date of the Contract and is shown on Your CONTRACT INFORMATION PAGE. This rider may only be elected on the Effective Date.

IMPORTANT NOTICE

If You withdraw money from Your annuity by using this rider, that money may be taxable and it may affect Your eligibility for Medicaid or other government benefits, entitlements, or programs. You should consult a personal tax advisor and legal advisor before You request a withdrawal using this rider.

THIS RIDER MAY BE USED ONLY ONCE. IF THIS RIDER IS USED, YOUR REMAINING INCOME IS REDUCED.

DEFINITIONS

Withdrawal Effective Date is the date We receive Your Formal Request for a Financial Emergency Withdrawal.

Expected Future Income is the total future Income You would receive under the Contract terms before the exercise of this rider if the Annuitant(s) is alive for the remaining Expected Income Period. The Expected Income Period is shown on Your CONTRACT INFORMATION PAGE.

1. If there is only one Annuitant shown on the application, We will use the Annuitant's Expected Income Period.
2. If there is an Annuitant and a Joint Annuitant shown on the application and both are alive on the Withdrawal Effective Date, We will use the Combined Expected Income Period.
3. If there is an Annuitant and a Joint Annuitant shown on the application and only the Annuitant is alive on the Withdrawal Effective Date, We will use the Annuitant's Expected Income Period. The Expected Future Income will reflect any Survivor Percentage adjustment to the Income.
4. If there is an Annuitant and a Joint Annuitant shown on the application and only the Joint Annuitant is alive on the Withdrawal Effective Date, We will use the Joint Annuitant's Expected Income Period. The Expected Future Income will reflect any Survivor percentage adjustment to the Income.

Present Value of Expected Future Income is determined by discounting the Expected Income as of the Withdrawal Effective Date using a rate $[1 - 4]\%^{#1}$ higher than the rate We used to determine Your original Income. The $[1 - 4]\%^{#1}$ increase means that withdrawals using this rider will have a lower value than if You just received the Income as originally scheduled.

Statement of Variability
ASI94878AR 10-11

Below are the listed ranges for page 1 and the back cover of the contract of the above stated form and as identified on the attached copy of the form. The following fields will be fixed for each contract owner when the contract is issued.

- Signatures are bracketed, allowing for signature changes should USAA Life Insurance Company change the President of the Company and/or the Secretary of the Company.
- The phone number is bracketed allowing for a change of phone number should USAA Life Insurance Company change the phone number.

Below are the listed ranges for page 3 of the above stated form and as identified on the attached copy of the form. The following fields will be fixed for each contract owner when the contract is issued.

USAA NUMBER:

The number will change as each insured is assigned a number for identification purposes.

CONTRACT NUMBER:

The number will change as each owner receives a contract number.

EFFECTIVE DATE:

The effective date will change as each owner has a individual contract effective date

OWNER(S):

The name will change to reflect each owner's name.

ANNUITANT:

The name will change to reflect each annuitant's name.

BIRTH DATE:

The date of birth will change to reflect each annuitant's date of birth.

GENDER:

The gender will change to reflect each insured's gender. N/A will be used when gender does not apply.

JOINT ANNUITANT:

The field will only display when a joint annuitant is named. The name will change to reflect each joint annuitant's name.

BIRTH DATE:

The field will only display when a joint annuitant is named. The date of birth will change to reflect each annuitant's date of birth.

GENDER:

The field will only display when a joint annuitant is named. The gender will change to reflect each insured's gender. N/A will be used when gender does not apply.

SINGLE PREMIUM PAID FROM YOU TO US:

The amount will change based on the exact amount received from the owner for this individual annuity.

PREMIUM TAX:

If the state the contract is issued has premium tax, the percentage amount will show as follows "XX% of the Single Premium paid." The percentage amount, if any is established by the individual states.

INCOME PLAN:

The plan will change to show which plan was selected by the owner.

- #1 - Number of Years Only
- #2 - Life Only
- #3 - Number of Years and Life
- #4 - Joint Lives Only
- #5 - Number of Years and Joint Lives

SURVIVOR PERCENTAGE:

The field will only display when plan #4 or #5 is selected. The percentage will change to show what amount was selected by the owner. 100%, 75%, 66 2/3 %, 50%.

GUARANTEED PERIOD:

If plan #2 or #4 is selected the value will be "none". For plans # #1, 3, or 5, the amount will change based on the period selected by the owner at issue. Minimum: 5 Years Maximum: 30 Years

INCOME:

This amount will change based on the amount of income the owner will receive.

RISING INCOME PRIVILEGE:

- 1 - 10%
- Current offering: 1 -3%

HOW OFTEN INCOME IS PAID:

- Monthly
- Quarterly
- Semi-Annual
- Annual

FIRST INCOME DATE:

This will change based on the effective date, and income frequency the owner has selected. This will not exceed 12 months after the contract effective date.

ANNUITANT'S EXPECTED INCOME PERIOD:

The amount will change based on the age and gender of the annuitant.

JOINT ANNUITANT'S EXPECTED INCOME PERIOD:

This field should only show if income plan #4 or #5 is selected. The amount will change based on the age and gender of the joint annuitant.

COMBINED EXPECTED INCOME PERIOD:

This field should only show if income plan #4 or #5 is selected. The amount will change based on the age and gender of both the annuitant and joint annuitant.

FORM NUMBERS and DESCRIPTION:

The form numbers and descriptions will reflect the contract, rider and any future approved benefits, riders or endorsements.



02/21/2011



9800 Fredericksburg Road
San Antonio, Texas 78288

USAA LIFE INSURANCE COMPANY
(A Stock Company)

GUARANTEED RETIREMENT INCOME PLAN (GRIP)
(SINGLE PREMIUM IMMEDIATE ANNUITY)

We issue this Contract in consideration of the application and payment of the Single Premium in currency of the United States at Our Home Office.

We will apply the Single Premium paid, less any applicable premium tax, to pay Income as described in this Contract. This Contract does not allow withdrawals or surrenders unless an appropriate rider is attached.

PLEASE READ YOUR CONTRACT CAREFULLY. This annuity Contract is a legal Contract between the Contract Owner and the Company. Its terms are contained on this page and those, which follow.

Signed for the Company.

[]

J. Eric Smith
President

[]

Christopher P. Laia
Secretary

NOTICE TO OWNER: If You have questions or need information about this Contract or need assistance in resolving a complaint, please call us at **[1-800-292-8556.]**

FREE LOOK PERIOD OR RIGHT TO CANCEL. If You decide not to keep this Contract, return it within thirty-one (31) days after You receive it. You may return it or mail it to Our Home Office. The return of this Contract will void it from the beginning. After We receive the Contract, We will refund the Single Premium paid without interest, less any Income already paid.

CASH VALUE. There is no cash value provided under this Contract.

NONPARTICIPATING. This Contract does not pay dividends.

TABLE OF CONTENTS

	Page(s)
CONTRACT INFORMATION PAGE	3
DEFINITIONS	4
CONTRACT PROVISIONS	5
OWNERSHIP	5
BENEFICIARY	6
PREMIUMS	6
INCOME	6-7
DEATH	7-8
OPTIONAL RISING INCOME PRIVILEGE	8

Any endorsements, restrictions, riders, or additional benefits follow Page 8.

CONTRACT INFORMATION PAGE

USAA NUMBER: [012345678]
CONTRACT NUMBER: [X0000000000000000]
EFFECTIVE DATE: [October 01, 2011]

CONTRACT DATA

OWNER(S): [JOHN DOE]

ANNUITANT: [JOHN DOE]
BIRTH DATE: [November 01, 1945] GENDER: [Male]

JOINT ANNUITANT: [JANE DOE]
BIRTH DATE: [August 01, 1946] GENDER: [Female]

SINGLE PREMIUM PAID FROM YOU TO US: \$[140,000.00]
This amount may be different from any amount listed on the application.

PREMIUM TAX: [None - There is no premium tax in this state.]

INCOME INFORMATION

INCOME PLAN: [#5 - Number of Years and Joint Lives]
[SURVIVOR PERCENTAGE: [100]%

GUARANTEED PERIOD: [15 Years 00 Months]

INCOME: [\$700.00]
RISING INCOME PRIVILEGE: [NONE - THE OPTIONAL RISING INCOME PRIVILEGE DOES NOT APPLY.]

HOW OFTEN INCOME IS PAID: [Monthly]

FIRST INCOME DATE: [November 01, 2011]

ANNUITANT'S EXPECTED INCOME PERIOD: [20 Years 11 Months]
JOINT ANNUITANT'S EXPECTED INCOME PERIOD: [23 Years 06 Months]
COMBINED EXPECTED INCOME PERIOD: [27 Years 07 Months]

FORM NUMBERS	DESCRIPTION
[ASI94878AR 10-11]	[GUARANTEED RETIREMENT INCOME PLAN]

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DEFINITIONS

Annuitant	The natural person on whose life the amount and duration of Income depend. A Joint Annuitant is a second person on whose life the amount and duration of Income may depend. You may <u>not</u> change the Annuitant(s) after the Contract is issued.
Beneficiary	The person(s) named on the application or the most recent change on record to receive the ownership rights if the Owner is deceased.
Contract Anniversary	The day and month that coincides with the Effective Date in subsequent years after issue.
Effective Date	The date We approve Your application and issue this Contract. The Effective Date is shown on Your CONTRACT INFORMATION PAGE. Contract months, years, and anniversaries are measured from this date.
Expected Income Period	The number of years (and months) determined by Us that an Owner will continue to receive Income under this Contract if the Annuitant or Joint Annuitant is of the same age and gender as the Annuitant or Joint Annuitant actually named on Your Contract. The actual number of years that You will receive Income may be different.
Formal Request	A request formally delivered to and received by Us at the Home Office. That request must be executed and delivered in a format reasonably satisfactory to Us or provided by Us.
Guaranteed Period	The number of years (and months) that Income is paid if You select Income Plan 1, 3, or 5.
Home Office	USAA Life Insurance Company, 9800 Fredericksburg Road, San Antonio, Texas 78288.
Income	The amount We will pay You as shown on Your CONTRACT INFORMATION PAGE.
Owner	The person(s) named on the application as "Owner" or any person who succeeds to the ownership rights of this Contract. If the Owner is a natural person, that Owner must also be an Annuitant unless We otherwise agree.
We, Our, Us, Company	USAA Life Insurance Company.
You, Your	The Owner.

CONTRACT PROVISIONS

Changes to Contract	<p>After We receive and record a Formal Request for a change, the change will take effect on the date the Formal Request was executed, even if the Owner who executed the request has since died.</p> <p>However, the change will be subject to any payments made or actions taken by Us before the Formal Request for change was received and recorded. We may require the return of this Contract for endorsement or otherwise in the event of a change. We reserve the right to issue a revised CONTRACT INFORMATION PAGE in the event of any change to this Contract.</p>
Choice of Law	<p>This Contract will be governed by the laws of the state in which it was delivered.</p>
Conformity With Law	<p>We reserve the right to make any change to the provisions of this Contract to comply with, or give You the benefit of, any federal or state statute, rule, or regulation. The terms of the Contract will be interpreted in accordance with the requirements of Section 72(s) of the Internal Revenue Code.</p>
Entire Contract	<p>The entire Contract consists of this Contract and the application, amendment(s), rider(s), endorsement(s), and revised CONTRACT INFORMATION PAGE attached or sent to You. Only an officer in Our Home Office can agree to change or waive any provisions, which are part of the entire Contract. The change or waiver must be in writing.</p>
Incontestability	<p>We will not contest this Contract after the Effective Date, except for nonpayment of the Single Premium and except as provided in the Misstatement of Birth Date or Gender provision.</p>
Misstatement of Birth Date or Gender	<p>If the birth date or gender of the Annuitant(s) has been misstated, We will adjust the Income to that which would have been purchased at the correct birth date and gender. Any adjustment will be made to the Income next following such date of adjustment. Any amount deducted from or added to the Income will include interest on that amount at an annual rate of 6%.</p>

OWNERSHIP

Joint Owners	<p>More than one natural person may be named as Joint Owners. They will own this Contract as joint tenants with rights of survivorship. While all are alive, each must execute any Formal Request made under this Contract. If a Joint Owner is named, at least one of the Joint Owners must be an Annuitant, unless We otherwise agree.</p>
Change of Owner	<p>You may <u>not</u> change the Owner of this Contract after it is issued.</p>
Assignment	<p>You may <u>not</u> assign or transfer this Contract.</p>

BENEFICIARY

Change of Beneficiary

You may change the Beneficiary or any Contingent Beneficiary by Formal Request. A Beneficiary named irrevocably may not be changed without the consent of that Beneficiary.

PREMIUMS

Single Premium

The Single Premium must be paid on or before the Effective Date. You may not make additional premium payments. Premium must be paid to Us at Our Home Office. If a check for the premium is not honored when presented for payment, the Contract is considered void and never in force.

Premium Tax

Premium tax is the amount of tax, if any, charged by a state or municipality on the premium You pay. We will apply the Single Premium paid, less any applicable premium tax, to pay Income as described in this Contract. Your CONTRACT INFORMATION PAGE indicates whether a premium tax is applicable.

INCOME

Income

Your Income will:

- (1) Start on the First Income Date shown on Your CONTRACT INFORMATION PAGE if all Owners and Annuitants are alive on that date.
- (2) Be paid to the order of the Owner (or in the case of Joint Owners, the first Owner listed on the Contract Information Page).
- (3) Be paid monthly, quarterly, semi-annually, or annually as selected on the application.
- (4) Cease at the death of all Annuitants, in which case the **Death On or After the First Income Date** provision may apply.

Your CONTRACT INFORMATION PAGE shows how often We pay Your Income. We will pay the Income at the end of each time period shown following the First Income Date. This Contract terminates upon the final Income payment under the Income Plan in effect.

Income Plans

You will receive Income using the Income Plan shown on Your CONTRACT INFORMATION PAGE if all Owners and Annuitants are alive on the First Income Date. Your CONTRACT INFORMATION PAGE shows:

- (1) The Guaranteed Period.
- (2) The Expected Income Period.
- (3) The Survivor Percentage, if applicable.

You may not change Your Income Plan once the Contract is issued.

Income Plan 1 Number of Years Only

Income is paid for the number of years (and months) chosen as the Guaranteed Period. If the Annuitant dies before the end of the Guaranteed Period, We will pay a Death Benefit.

Income Plan 2 Life Only

Income continues for as long as the Annuitant is alive. Income ends upon the death of the Annuitant and no Death Benefit is paid.

INCOME (Cont'd)

Income Plan 3

Number of Years and Life

Income is paid for the number of years (and months) chosen as the Guaranteed Period. If the Annuitant dies before the end of the Guaranteed Period, We will pay a Death Benefit. If the Annuitant is alive at the end of the Guaranteed Period, Income continues until the death of the Annuitant and no Death Benefit is paid.

Income Plan 4

Joint Lives Only

Income continues for as long as either the Annuitant or the Joint Annuitant is alive. Income ends upon the death of the last Annuitant and no Death Benefit is paid.

- (1) The full Income is paid while both the Annuitant and Joint Annuitant are alive.
- (2) The Income is adjusted to the Survivor Percentage after the death of either Annuitant. This Income continues as long as the remaining Annuitant is alive. The Survivor Percentage is shown on the CONTRACT INFORMATION PAGE.

Income Plan 5

Number of Years and Joint Lives.

The full income is paid for the number of years (and months) chosen as the Guaranteed Period. If both the Annuitant and Joint Annuitant die before the end of the Guaranteed Period, We will pay a Death Benefit. If either the Annuitant or Joint Annuitant is alive at the end of the Guaranteed Period, Income continues for as long as either is alive. Income ends upon the death of the last Annuitant and no Death Benefit is then paid.

- (1) The full Income continues to be paid while both the Annuitant and Joint Annuitant are alive.
- (2) If a Guaranteed Period is chosen and either Annuitant dies during this period, the continued Income is not adjusted during the Guaranteed Period.
- (3) The continued Income is adjusted to the Survivor Percentage after the death of either Annuitant.

This Income continues as long as the remaining Annuitant is alive. The Survivor Percentage is shown on the CONTRACT INFORMATION PAGE.

DEATH

Death Prior to the First Income Date

If any Owner or Annuitant dies prior to the First Income Date, We pay the Single Premium Paid by You to Us:

- (1) To the Owner, if living, otherwise;
- (2) To the primary Beneficiary, if living, otherwise;
- (3) To the contingent Beneficiary, if living, otherwise;
- (4) To the Owner's estate.

The Contract will terminate upon final payment of the Single Premium and any interest required by law. We will pay the Single Premium and any such interest immediately and in all events within five years of the death.

Death On or After the First Income Date

If any Owner or Annuitant dies on or after the First Income Date, the entire remaining interest in the Contract, if any, will be distributed at least as rapidly as under the method of distributions being used on the date of death.

DEATH (Cont'd)

On or after the First Income Date, if this Contract has not already terminated, the Death Benefit, if any, is payable upon the death of the last surviving Annuitant. We will pay:

- (1) To the Owner, if living, otherwise;
- (2) To the primary Beneficiary, if living, otherwise;
- (3) To the contingent Beneficiary, if living, otherwise;
- (4) To the Owner's estate.

The Contract will terminate upon final payment of the Death Benefit.

Proof of Death

Upon the death of any Owner, Annuitant, or Beneficiary, We reserve the right to require proof of death. Proof of death includes:

- (1) A certified death certificate; or
- (2) A certified decree of a court of competent jurisdiction as to the finding of death; or
- (3) Any other document We deem appropriate.

Death Benefit Options

The Death Benefit is the Income for the remaining Guaranteed Period. The Income will continue to be paid for the remaining Guaranteed Period unless a lump sum is requested.

You may make a Formal Request, prior to the death of the last Annuitant, directing Us to pay the Death Benefit in the form of continued Income payments for any remaining Guaranteed Period, and not allow a lump sum.

Death Benefit Taken as a Lump Sum

If taken as a lump sum, the Death Benefit is determined by discounting the Income for the remaining Guaranteed Period. We use a discount rate 1% higher than the rate used to determine Your original Income. This 1% increase means that the lump sum will be less than the Income for the remaining Guaranteed Period.

OPTIONAL RISING INCOME PRIVILEGE

Option Privilege

If You choose this Optional Privilege at the time of application, Your Income increases on each Contract anniversary by the percentage shown next to Rising Income Privilege on Your CONTRACT INFORMATION PAGE. **Choosing this Optional Privilege results in a smaller initial Income.**

If You do NOT choose this Option Privilege, Your CONTRACT INFORMATION PAGE will show:

"NONE - THE OPTIONAL RISING INCOME PRIVILEGE DOES NOT APPLY."

Rising Income Formula

On each Contract anniversary, Your Income will increase and be equal to Your last Income multiplied by 1+ the percentage shown next to Rising Income Privilege on Your CONTRACT INFORMATION PAGE.

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9800 Fredericksburg Road
San Antonio, Texas 78288

This notice is to advise you that should any questions arise regarding this insurance, you may contact the following:

ARKANSAS INSURANCE DEPARTMENT
Consumer Service Department
1200 W. Third Street
Little Rock, Arkansas 72201
Telephone: (501) 371-2640
1-800-852-5494

OR

USAA LIFE INSURANCE COMPANY
Customer Service Department
9800 Fredericksburg Road
San Antonio, TX 78288
Telephone: 1-800-292-8556

USAA LIFE INSURANCE COMPANY
(A Stock Company)

GUARANTEED RETIREMENT INCOME PLAN (GRIP)
(SINGLE PREMIUM IMMEDIATE ANNUITY)

NONPARTICIPATING. This Contract does not pay dividends

**NOTICE TO OWNER: If You
have questions or need
information about this Contract
or need assistance in resolving
a complaint, please call us at
[1-800-292-8556.]**



Single Premium Immediate Annuity Application

Verify, date, sign and return application to USAA Life Insurance Company (USAA Life).

IMPORTANT INFORMATION. Federal law requires us to obtain, verify and record your name, address, date of birth and other information that will allow us to identify you when you open an account and in certain other circumstances.

1. OWNER

First Name (if trust, provide name of trust and trustee) MI Last Name USAA Number
 Female Male N/A

Date of Birth (if trust, provide date of trust inception) Gender

Mailing Address City State Zip

Physical Address City State Zip

Is the Owner a U.S. citizen? Yes No

If "No", is the Owner a Permanent Legal Resident ("green card")? Yes No

If "Yes", what is the Owner's Alien Registration Number? _____

What is the Owner's Country of Citizenship? _____

2. ANNUITANT (Information as provided by Owner.)

First Name MI Last Name
 Female Male

Date of Birth Gender

3. JOINT ANNUITANT INFORMATION (Applies only if Annuity Income Option #4 or #5 is selected in Section 4.)

First Name MI Last Name
 Female Male

Date of Birth Gender

4. INCOME PLAN (select one)

Option 1: Number of Years Only _____ Years _____ Months

Option 2: Life Only

Option 3: Number of Years and Life _____ Years _____ Months

Option 4: Joint Lives Only

Percentage to be paid to survivor: 100% 75% 66-2/3% 50%

Option 5: Number of Years and Joint Lives _____ Years _____ Months

Percentage to be paid to survivor: 100% 75% 66-2/3% 50%

5. CONTRACT TYPE AND FUNDING (check A, B, or C below) Complete Section D

- A. Supplemental Contract from Deferred Annuity or Life Insurance policy. \$ _____ Single Premium Amount
How will contract be funded? Full Partial

- B. Non-Qualified Contract (NQA) \$ _____ Single Premium Amount
How will contract be funded?
 1035 Exchange: Full Partial

- C. Qualified Contract \$ _____ Single Premium Amount
 Individual Retirement Annuity (IRA) Roth IRA
How will contract be funded?
 Rollover Transfer Direct Rollover

- D. Where will initial funding come from? (Select all that apply.) (Complete any necessary form required by Third Party):
 I will be sending in check.
 Third Party will send funds.
 Funds are already with a USAA Company.
 I would like to use Electronic Funds Transfer (EFT). See separate completed EFT form.

6. HOW OFTEN INCOME IS PAID

- Monthly Quarterly Semi-Annual Annual

- Annuity income payments will be mailed to the Owner at the address on record with Us.

- Yes, I would like to take advantage of Electronic Funds Transfer (EFT) for income.

I authorize USAA Life Insurance Company to make electronic deposits and withdrawals (if needed to correct payment errors) to my account listed below until I notify USAA Life that I terminate authorization and USAA Life has reasonable time to act on it. I acknowledge that the origination of Automated Clearing House (ACH) transactions to my account must comply with U.S. law.

Name of Financial Institution	Name(s) of Account Holder	<input type="checkbox"/> savings <input type="checkbox"/> checking Type of Account
Transit Routing Number (the nine-digit number in the lower-left corner of check or deposit slip)		Account Number

7. OPTIONAL BENEFIT

- Optional Rising Income Privilege
- Refused (cannot be added once refused) OR not available with this contract.
- Rising Income Privilege Percentage Increase (each anniversary) ____ %

8. BENEFICIARY INFORMATION

Primary Beneficiary *(If trust, provide name of trust and trustee)* Relationship to Owner
 Female Male N/A

Date of Birth *(if trust, provide date of trust inception)* Gender

Primary Beneficiary *(If trust, provide name of trust and trustee)* Relationship to Owner
 Female Male N/A

Date of Birth *(if trust, provide date of trust inception)* Gender

Contingent Beneficiary *(If trust, provide name of trust and trustee)* Relationship to Owner
 Female Male N/A

Date of Birth *(if trust, provide date of trust inception)* Gender

Contingent Beneficiary *(If trust, provide name of trust and trustee)* Relationship to Owner
 Female Male N/A

Date of Birth *(if trust, provide date of trust inception)* Gender

Additional beneficiaries may be listed on a separate page.

9. REPLACEMENT

Do you own any life insurance or annuity contracts? Yes No

Is this application for insurance intended to replace, Yes No
discontinue or change any life insurance or annuities?

If yes, please provide the following details:

Insurer Name	Contract or Policy Number	Insured or Annuitant
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ADDITIONAL INFORMATION

(If needed to complete applicant's response)

READ AND SIGN

Insurance Fraud Warning

Arkansas, District of Columbia, Louisiana, Maryland, New Mexico, Ohio, Rhode Island, West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Maine, Tennessee, Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky, Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Acknowledgement

I understand that the Company will not contest this contract after the Effective Date, except as stated in the contract.

I have received, read and understand the enclosed Notice of Privacy and Disclosure Practices.

I understand that if this contract is being issued to supplement an existing annuity with a USAA company, then any riders attached to my original contract apply also to this contract for federal tax purposes.

By signing this application, I agree this application will become part of the contract and that each of the statements and answers given in the application are true and complete to the best of my knowledge. I understand that this contract does not allow loans. I understand that the benefit, Optional Rising Income Privilege, may not be available with all contracts based on plan type or applicant's age. Notwithstanding any of the provisions of this contract as amended, no option will be available or elected which would disqualify this contract as an annuity contract as referred to in Section 408 of the Internal Revenue Code.

Signature of Owner

Date

Licensed Agent Statement

To the best of your knowledge:

Does the Owner own any life insurance or annuity contracts? Yes No

Is this contract being applied for going to replace or change any other life insurance or annuity contract?
 Yes No

I used only sales material supplied by USAA Life Insurance Company. I gave a copy of all sales material to the applicant and am submitting copies to the company.

This is to certify that I have truly and accurately recorded on the application form the information provided by the applicant or their representative.

Signature of Agent

Date

Name of Agent

Agent License # for Owner's State (if required)