FORM 485BPOS

Post-effective amendments [Rule 485(b)]

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811-08561

As filed With the Securities and Exchange Commission on May 2, 2005

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM N-6

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 [X]

Pre-effective Amendment No. [ ]

Post-Effective Amendment No. [1]

and/or

REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940 [X]

Amendment No. [39]

AMERICAN GENERAL LIFE INSURANCE COMPANY SEPARATE ACCOUNT VL-R
(Exact Name of Registrant)

AMERICAN GENERAL LIFE INSURANCE COMPANY
(Name of Depositor)

2727-A Allen Parkway
Houston, Texas 77019-2191
(Address of Depositor's Principal Executive Offices) (Zip Code)

Depositor's Telephone Number, including Area Code (713) 831-8470

Lauren W. Jones, Esq.
Deputy General Counsel
American General Life Companies, LLC
2929 Allen Parkway
Houston, Texas 77019-2191
(Name and Address of Agent for Service)

Approximate Date of Proposed Public Offering: Continuous

It is proposed that this filing will become effective (check appropriate box)

[ ] immediately upon filing pursuant to paragraph (b)

[X] on May 2, 2005 pursuant to paragraph (b)

[ ] 60 days after filing pursuant to paragraph (a)(1)

[ ] on (date) pursuant to paragraph (a)(1) of Rule 485.

If appropriate, check the following box:

[ ] This post-effective amendment designates a new effective date for a previously filed post-effective amendment.

PLATINUM INVESTOR(R) IV

FLEXIBLE PREMIUM VARIABLE LIFE

INSURANCE POLICIES (the "Policies") issued by American General Life Insurance Company ("AGL") through its Separate Account VL-R

This Prospectus is dated
May 2, 2005

This prospectus describes Platinum Investor IV flexible premium variable life insurance Policies issued by AGL. If there are any differences between this prospectus and your Policy, the provisions of your Policy will control. Platinum Investor IV Policies provide life insurance coverage with flexibility in death benefits, premium payments and investment options. During the lifetime of the insured person you may designate or change the beneficiary to whom Platinum Investor IV pays the death benefit upon the insured person's death. You choose one of three death benefit options. We guarantee a death benefit if the monthly guarantee premium is paid and your Policy has not lapsed.

For information on how to contact AGL, please see "Contact Information" on page 5.

The Index of Special Words and Phrases on page 61 will refer you to pages that contain more about many of the words and phrases that we use. All of the words and phrases listed in the Index will be underlined and written in bold the first time they appear in this prospectus.

This prospectus generally describes only the variable portions of the Policy, except where the fixed account is specifically mentioned. Please read this prospectus carefully and keep it for future reference.

The AGL declared fixed interest account ("Fixed Account") is the fixed investment option for these Policies. You can also use AGL's Separate Account VL-R ("Separate Account") to invest in the Platinum Investor IV variable investment options. Currently, the Platinum Investor IV variable investment options each purchase shares of a corresponding Fund of:

- AIM Variable Insurance Funds ("AIM V.I.")
- The Alger American Fund ("Alger American")
- American Century Variable Portfolios, Inc. ("American Century VP")
- Credit Suisse Trust ("Credit Suisse Trust")
- Dreyfus Investment Portfolios ("Dreyfus IP")
- Dreyfus Variable Investment Fund ("Dreyfus VIF")
- Fidelity(R) Variable Insurance Products ("Fidelity(R) VIP")
- Franklin Templeton Variable Insurance Products Trust ("Franklin Templeton VIP")
- Janus Aspen Series ("Janus Aspen")
- J.P. Morgan Series Trust II ("JPMorgan ST II")
- MFS(R)Variable Insurance Trust(SM) ("MFS(R) VIT")
- Neuberger Berman Advisers Management Trust ("Neuberger Berman AMT")
- Oppenheimer Variable Account Funds ("Oppenheimer")
- PIMCO Variable Insurance Trust ("PIMCO VIT")
- Putnam Variable Trust ("Putnam VT")
- SunAmerica Series Trust ("SunAmerica ST")
- The Universal Institutional Funds, Inc. ("UIF")
- VALIC Company I ("VALIC Co. I")
- Van Kampen Life Investment Trust ("Van Kampen LIT")
- Vanguard(R) Variable Insurance Fund ("Vanguard VIF")

See "Variable Investment Options" on page 20 for a complete list of the variable investment options and the respective advisers and sub-advisers of the corresponding Funds. You should also read the prospectuses of the Funds underlying the variable investment options that may interest you. You can request free copies from your AGL representative or from our Administrative Center shown under "Contact Information" on page 5.

There is no guaranteed cash surrender value for amounts allocated to the variable investment options.

If the net cash surrender value (the cash surrender value reduced by any loan balance) is insufficient to cover the charges due under the Policy, the Policy may terminate without value.

Buying this Policy might not be a good way of replacing your existing insurance or adding more insurance if you already own a flexible premium variable life insurance Policy. You may wish to consult with your insurance representative or financial adviser.

Neither the Securities and Exchange Commission ("SEC") nor any state securities commission has approved or disapproved these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The Policies are not insured by the FDIC, The Federal Reserve Board or any similar agency. They are not a deposit or other obligation of, nor are they guaranteed or endorsed by, any bank or depository institution. An investment in a variable life insurance policy is subject to investment risks, including possible loss of principal invested.

The Policies are not available in all states. This prospectus does not offer the

Policies in any jurisdiction where they cannot be lawfully sold. You should rely only on the information contained in this prospectus, or on sales materials we have approved or that we have referred you to. We have not authorized anyone to provide you with information that is different.

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CONTACT INFORMATION

Addresses and telephone numbers: Here is how you can contact us about the Platinum Investor IV Policies.

<TABLE>
<CAPTION>

ADMINISTRATIVE CENTER:		HOME OFFICE:	PREMIUM PAYMENTS:
<S>	<C>	<C>	<C>
(Express Delivery)	(U.S. Mail)	2727-A Allen Parkway	(Express Delivery)
VUL Administration	VUL Administration	Houston, Texas 77019-2191	Payment Processing Center
2727-A Allen Parkway	P. O. Box 4880	1-713-831-3443	#1 Franklin Square
Houston, Texas 77019-2191	Houston, Texas	1-800-340-2765	Springfield, IL 62713-0001
1-713-831-3443, 1-800-340-2765	77210-4880		(U.S. Mail)
(Hearing Impaired) 1-888-436-5258			Payment Processing Center
Fax: 1-713-620-6653			P.O. Box 0842
(Except premium payments)			Carol Stream, IL 60132-0842

</TABLE>

ELECTRONIC SERVICES

Now, with E-DELIVERY you can electronically receive certain documents we currently mail, including annual Policy and Fund prospectuses. You can choose

E-mail or CD ROM. You can also choose E-SERVICE capabilities to access on-line services for your Policy, such as transferring values among investment options and changing allocations for future premiums. You may select or cancel E-DELIVERY and E-SERVICE at any time. For more information, see page 19 of this prospectus. To request E-DELIVERY or E-SERVICE, take the following action:

- For E-DELIVERY, enroll at the time you complete your Policy application, or go to www.aigag.com and enroll for E-Delivery at the same time you enroll for E-Service.

- For E-SERVICE, go to www.aigag.com and enroll by completing the information on the introductory page under "Not an E-Service Member?"

POLICY BENEFITS/RISKS SUMMARY

This summary describes the Policy's important benefits and risks. The sections in this prospectus following this summary discuss the Policy's benefits and other provisions in more detail.

POLICY BENEFITS

During the insured person's lifetime, you may, within limits, (1) change the amount of insurance, (2) borrow or withdraw amounts you have invested, (3) choose when and how much you invest, (4) choose whether your accumulation value or amount of premiums under your Policy, upon the insured person's death, will be added to the insurance proceeds we otherwise will pay to the beneficiary, and (5) add or delete certain other optional benefits that we make available by rider to your Policy. At the time of purchase, you can decide whether your Policy will be subject to certain tax rules that maximize the cash value or rules that maximize the insurance coverage.

You may currently allocate your accumulation value among the 50 variable investment options available under the Policy, each of which invests in an underlying Fund (each available portfolio is referred to in this prospectus as a "Fund," and collectively, the "Funds"), and the Fixed Account, which credits a specified rate of interest.

Your accumulation value will vary based on the investment performance of the variable investment options you choose and interest credited to the Fixed Account.

Death Benefit

- Death Benefit Proceeds: We pay the death benefit proceeds (reduced by any outstanding Policy loans and increased by any unearned loan interest we may have already charged) to the beneficiary when the insured person dies. In your application to buy a Platinum Investor IV Policy, you tell us how much life insurance coverage you want. We call this the "specified amount" of insurance. We will increase the death benefit by any additional specified amount under a benefit rider. Platinum Investor IV is available for specified amounts of $50,000 or more. We also provide a guarantee of a death benefit, contingent upon payment of the required premiums, equal to the specified amount (less any indebtedness) and any benefit riders for a specified period. This guarantee is not applicable if your Policy has lapsed.

- Death Benefit Option 1, Option 2 and Option 3:

  You can choose death benefit Option 1 or Option 2 at the time of your application or at any later time before the death of the insured person. You can choose death benefit Option 3 only at the time of your application. You must choose one of the three Options when you apply for your Policy.

  - Death Benefit Option 1 is the specified amount on the date of the insured person's death.

  - Death Benefit Option 2 is the sum of (a) the specified amount on the date of the insured person's death and (b) the Policy's accumulation value as of the date of death.

. Death Benefit Option 3 is the sum of (a) the death benefit we would pay under Option 1 and (b) the cumulative amount of premiums you paid for the Policy and any riders. The death benefit payable will be reduced by any amounts waived under the Waiver of Monthly Deduction Rider. Additional premiums you pay for the Policy and any riders following a partial surrender are not considered part of the "cumulative amount of premiums you paid" until the total value of the premiums paid is equivalent to or greater than the amount surrendered.

Federal tax law may require us to increase payment under any of the above death benefit Options. See "Required minimum death benefit" on page 25.

Full Surrenders, Partial Surrenders, Transfers, and Policy Loans

.. Full Surrenders: At any time while the Policy is in force, you may surrender your Policy in full. If you do, we will pay you the accumulation value, less any Policy loans, plus any unearned loan interest, and less any surrender charge that then applies. We call this amount your "cash surrender value." You cannot reinstate a surrendered Policy. A full surrender may have adverse tax consequences.

.. Partial Surrenders: You may, at any time after the first Policy year, make a partial surrender of your Policy's cash surrender value. A partial surrender must be at least $500. We do not allow partial surrenders that would reduce the death benefit below $50,000. A partial surrender may have adverse tax consequences.

.. Transfers: Within certain limits, you may make transfers among the variable investment options and the Fixed Account. You may make up to twelve transfers of accumulation value among the variable investment options in each Policy year without charge. We will assess a $25 charge for each transfer after the 12th transfer in a Policy year. There are special limits on transfers involving the Fixed Account.

.. Policy Loans: You may take a loan from your Policy at any time. The maximum loan amount you may take is equal to your Policy's cash surrender value less the loan interest that will be payable on your loan to your next Policy anniversary. The minimum loan you may take is $500 or, if less, an amount equal to your Policy's cash surrender value less the loan interest payable through your next Policy anniversary. We charge you interest on your loan at an annual effective rate of 4.75%. We credit interest on loaned amounts; we guarantee an annual effective interest rate of 4.00%. After the tenth Policy year, you may take a preferred loan from your Policy. You may increase your risk of lapse if you take a loan. Loans may have adverse tax consequences.

Premiums

.. Flexibility of Premiums: After you pay the initial premium, you can pay premiums at any time (prior to the Policy's maturity) and in any amount (but not less than $50). You can select a premium payment plan to pay "planned periodic premiums" monthly, quarterly, semiannually, or annually. You are not required to pay premiums according to the plan. After payment of your initial premium, you need only invest enough to ensure your Policy's cash surrender value stays above zero or that either of the "guarantee period benefit" riders (described under "Guarantee

period benefit" on page 28) remains in effect. You may also choose to have premiums automatically deducted monthly from your bank account or other source under our automatic payment plan. Under certain circumstances, we may limit the amount of a premium payment or reject a premium payment.

.. Free Look: When you receive your Policy, the free look period begins. You may return your Policy during this period and receive a refund. We will refund the greater of (i) any premium payments received by us or (ii) your accumulation value plus any charges that have been deducted prior to allocation to your specified investment options. The free look period generally expires 10 days after you receive the Policy.

The Policy

- Ownership Rights: While the insured person is living, you, as the owner of the Policy, may exercise all of the rights and options described in the Policy. These rights include selecting and changing the beneficiary, changing the owner, and assigning the Policy.

- Separate Account: You may direct the money in your Policy to any of the variable investment options of the Separate Account. Each variable investment option invests exclusively in one of the Funds listed in this prospectus.

- Fixed Account: You may place amounts in the Fixed Account where it earns interest at the rate of 3% or more annually. We may declare higher rates of interest, but are not obligated to do so.

- Accumulation Value: Your accumulation value is the sum of your amounts in the variable investment options and the Fixed Account. Accumulation value varies from day to day, depending on the investment performance of the variable investment options you choose, interest we credit to the Fixed Account, charges we deduct, and any other transactions (e.g., transfers, partial surrenders and loans).

- Payment Options: There are several ways of receiving proceeds under the death benefit, surrender, and maturity provisions of the Policy, other than in a lump sum. More detailed information concerning these payment options is available on request from our Administrative Center shown under "Contact Information" on page 5.

- Tax Benefits: The Policy is designed to afford the tax treatment normally accorded life insurance contracts under federal tax law. Generally, under federal tax law, the death benefit under a qualifying life insurance policy is excludable from the gross income of the beneficiary. This means that under a qualifying life insurance policy, cash value builds up on a tax deferred basis and transfers of cash value among the available investment options under the policy may be made tax free. Under a qualifying life insurance policy that is not a modified endowment contract ("MEC"), the proceeds from Policy loans would not be taxed. If the Policy is not a MEC, distributions after the 15th Policy year generally will be treated first as a return of basis or investment in the Policy and then as taxable income. Moreover, loans will generally not be treated as distributions. Finally, neither distributions nor loans from a Policy that is not a MEC are subject to the 10% penalty tax.

Supplemental Benefits and Riders

We offer several riders that provide supplemental benefits under the Policy, such as the Accidental Death Benefit Rider, which provides an additional death benefit payable if the insured person dies from bodily injury that results from an accident. For most of the riders that you choose, a charge, which is shown on page 3 of your Policy, will be deducted from your accumulation value on each monthly deduction date. Eligibility for and changes in these benefits are subject to our rules and procedures as in effect from time to time. Not all riders are available in all states.

POLICY RISKS

Investment Risk

The Policy is not suitable as a short-term investment. We designed the Policy to meet long-term financial goals. In the Policy's early years, if the total charges exceed total premiums paid or if your investment choices perform poorly, your Policy may not have any cash surrender value. The surrender charge is large enough in the Policy's early years so that if you fully surrender your Policy you may receive no cash surrender value. If you take multiple partial surrenders, your accumulation value may not cover required charges and your Policy would lapse.

If you invest your accumulation value in one or more variable investment options, then you will be subject to the risk that investment performance will be unfavorable. You will also be subject to the risk that the accumulation value will decrease because of the unfavorable performance and the resulting higher insurance charges. You could lose everything you invest. You will also be subject to the risk that the investment performance of the variable investment options you choose may be less favorable than that of other variable investment options, and in order to keep the Policy in force may be required to pay more premiums than originally planned. We do not guarantee a minimum accumulation value.

If you allocate net premiums to the Fixed Account, then we credit your accumulation value (in the Fixed Account) with a declared rate of interest, but you assume the risk that the rate may decrease, although it will never be lower than a guaranteed minimum annual effective rate of 3%.

Risk of Lapse

If your cash surrender value is not enough to pay the charges deducted against your accumulation value each month, your Policy may enter a 61-day grace period. We will notify you that the Policy will lapse (terminate without value) at the end of the grace period unless you make a sufficient payment. Your Policy may also lapse if outstanding Policy loans plus any accrued interest payable exceeds the cash surrender value. While either of the guarantee period benefit riders is applicable to your Policy, if you pay the monthly guarantee premiums your Policy will not lapse and we will provide a death benefit depending on the death benefit Option you chose.

Tax Risks

We anticipate that the Policy should generally be deemed a life insurance contract under federal tax law. However, due to limited guidance under the federal tax law, there is some uncertainty about the application of the federal tax law to the Policy, particularly if you pay the full amount of premiums permitted under the Policy. Please consult a tax adviser about these consequences.

Depending on the total amount of premiums you pay, the Policy may be treated as a MEC under federal tax laws. If a Policy is treated as a MEC, then surrenders, partial surrenders, and loans under the Policy will be taxable as ordinary income to the extent there are earnings in the Policy. In addition, a 10% penalty tax may be imposed on surrenders, partial surrenders, and loans taken before you reach age 59 1/2.

See "Federal Tax Considerations" on page 53. You should consult a qualified tax adviser for assistance in all Policy-related tax matters.

Partial Surrender and Full Surrender Risks

The surrender charge under the Policy applies for the first 10 Policy years (and for a maximum of the first 10 Policy years after any requested increase in the Policy's specified amount) in the event you surrender the Policy or decrease the specified amount. The surrender charge may be considerable. Any outstanding loan balance reduces the amount available to you upon a partial or full surrender. It is possible that you will receive no cash surrender value if you surrender your Policy in the first few Policy years. Under Death Benefit Option 3, partial surrenders reduce the Policy's death benefit until the total value of the premiums you pay after the partial surrender is equivalent to or greater than the amount surrendered. You should purchase the Policy only if you have the financial ability to keep it in force for a substantial period of time. You should not purchase the Policy if you intend to surrender all or part of the accumulation value in the near future. We designed the Policy to meet long-term financial goals.

A partial surrender or full surrender may have adverse tax consequences.

Policy Loan Risks

A Policy loan, whether or not repaid, will affect accumulation value over time because we subtract the amount of the loan and any accrued interest from the variable investment options and/or Fixed Account as collateral, and this loan collateral does not participate in the investment performance of the variable investment options or receive any excess interest credited to the Fixed Account.

We reduce the amount we pay on the insured person's death by the amount of any Policy loan and any accrued interest. Your Policy may lapse (terminate without value) if outstanding Policy loans plus any accrued interest payable reduce the cash surrender value to zero.

If you surrender the Policy or allow it to lapse while a Policy loan remains outstanding, the amount of the loan, to the extent it has not been previously taxed, is treated as a distribution from the Policy and may be subject to federal income taxation.

PORTFOLIO RISKS

A discussion of the risks of each Fund may be found in its prospectus. Please refer to the Funds' prospectuses for more information. You may request a copy of any or all of the Fund prospectuses by contacting your AGL representative or the Administrative Center shown under "Contact Information" on page 5.

There is no assurance that any of the Funds will achieve its stated investment objective.

TABLES OF CHARGES

The following tables describe the fees and expenses that are payable, when buying, owning and surrendering a Policy. No Policy owner will be charged more than the amount we show under the "Maximum Guaranteed Charge" columns.

The first table describes the fees and expenses that are payable at the time that you (1) buy a Policy, (2) change a Policy's specified amount, (3) surrender a Policy during the first 10 Policy years and the first 10 Policy years following an increase in the Policy's specified amount, or (4) transfer accumulation value between investment options.

Transaction Fees

Charge	When Charge is Deducted	Maximum Guaranteed Charge	Current Charge
Premium Tax Charge	Upon receipt of each premium payment	3.5%/1/ of each premium payment (tax charge back if you purchase the Policy in Oregon)/2/	3.5%/1/ of each premium payment (tax charge back if you purchase the Policy in Oregon)/2/
Premium Expense Charge	Upon receipt of each premium payment	7.5% of the premium payment remaining after deduction of the premium tax charge	5% of the premium payment remaining after deduction of the premium tax charge

----

/1/ Premium tax rates vary by state. For example, the highest premium tax rate, 3.5%, is in the state of Nevada, while the lowest premium tax rate, 0.75%, is in the state of Wyoming.

/2/ Instead of a premium tax charge, we assess a tax charge back of 2% of each premium payment for Policy owners residing in Oregon. See "Tax charge back" on page 48.

Transaction Fees

Charge	When Charge is Deducted	Maximum Guaranteed Charge	Current Charge
<S>	<C>	<C>	<C>
Surrender Charge			
Maximum Charge - for the first Policy year - for a 60 year old male, with a Specified Amount of $360,000/1/	Upon a partial surrender or a full surrender of your Policy during the first 10 Policy years and during the first 10 Policy years following an increase in the Policy's Specified Amount	$49 per $1,000 of Specified Amount	$49 per $1,000 of Specified Amount
Minimum Charge - for the first Policy year - for a 6 year old female, with a Specified Amount of $360,000/1/	Upon a partial surrender or a full surrender of your Policy during the first 10 Policy years and during the first 10 Policy years following an increase in the Policy's Specified Amount	$3 per $1,000 of Specified Amount	$3 per $1,000 of Specified Amount
Example Charge - for the first Policy year - for a 38 year old male, with a Specified Amount of $360,000/1/	Upon a partial surrender or a full surrender of your Policy during the first 10 Policy years and during the first 10 Policy years following an increase in the Policy's Specified Amount	$16 per $1,000 of Specified Amount	$16 per $1,000 of Specified Amount
Terminal Illness Rider Administrative Fee	At time of claim	$250 plus interest	$150 plus interest
Partial Surrender Processing Fee	Upon a partial surrender of your Policy	The lesser of $25 or 2% of the amount of the partial surrender	$10
Transfer Fee	Upon a transfer of accumulation value	$25 for each transfer/2/	$25 for each transfer/2/
Policy Loan Interest Charge	Annually (on your Policy anniversary)	4.75% of the loan balance	4.75% of the loan balance
Policy Owner Additional Illustration Charge	Upon each request for a Policy illustration after the first in a Policy year	$25	$0

</TABLE>

/1/ The Surrender Charge will vary based on the insured person's sex, age, Policy year and Specified Amount. The Surrender Charges shown in the table may not be typical of the charges you will pay. Pages 26 and 27 of your Policy will indicate the maximum guaranteed Surrender Charges applicable to your Policy. More detailed information concerning your Surrender Charge is available free of charge on request from our Administrative Center shown under "Contact Information" on page 5 of this prospectus.

/2/ The first 12 transfers in a Policy year are free of charge.

The next table describes the fees and expenses that you will pay periodically during the time that you own the Policy, not including Fund fees and expenses.

<TABLE>
<CAPTION>

Periodic Charges
(other than Fund fees and expenses)

Maximum Guaranteed

Charge	When Charge is Deducted	Charge	Current Charge
<S>	<C>	<C>	<C>
Flat Monthly Charge	Monthly, at the beginning of each Policy month	$6	$6
Cost of Insurance Charge/1/			
Maximum Charge for the first Policy year - for a 90 year old male, standard tobacco, with a Specified Amount of $50,000	Monthly, at the beginning of each Policy month	$21.11 per $1,000 of net amount at risk/2/	$5.63 per $1,000 of net amount at risk
Minimum Charge for the first Policy year - for a 6 year old female, juvenile, with a Specified Amount of $1,000,000	Monthly, at the beginning of each Policy month	$0.06 per $1,000 of net amount at risk	$0.04 per $1,000 of net amount at risk
Example Charge for the first Policy year - for a 38 year old male, preferred non-tobacco, with a Specified Amount of $360,000	Monthly, at the beginning of each Policy month	$0.22 per $1,000 of net amount at risk	$0.14 per $1,000 of net amount at risk

</TABLE>

/1/ The Cost of Insurance Charge will vary based on the insured person's sex, age, premium class, Policy year and the Specified Amount. The Cost of Insurance Charges shown in the table may not be typical of the charges you will pay. Page 24 of your Policy will indicate the maximum guaranteed Cost of Insurance Charge applicable to your Policy. More detailed information concerning your Cost of Insurance Charge is available on request from our Administrative Center shown under "Contact Information" on page 5 of this prospectus. Also see "Illustrations" on page 24 of this prospectus.

/2/ The net amount at risk is the difference between the current death benefit under your Policy and your accumulation value under the Policy.

<TABLE>
<CAPTION>

Periodic Charges
(other than Fund fees and expenses)

Charge	When Charge is Deducted	Maximum Guaranteed Charge	Current Charge
<S>	<C>	<C>	<C>
Monthly Charge per $1,000 of Specified Amount/1/			
Maximum Charge - for an 85 year old male, standard tobacco, with a Specified Amount of $360,000	Monthly, at the beginning of each Policy month. This Charge is imposed during the first 5 Policy years and the first 5 Policy years following an increase in Specified Amount	$1.61 per $1000 of Specified Amount	$1.61 per $1000 of Specified Amount
Minimum Charge - for a 1 year old female, juvenile, with a Specified Amount of $360,000	Monthly, at the beginning of each Policy month. This Charge is imposed during the first 5 Policy years and the first 5 Policy years following an increase in Specified	$0.05 per $1000 of Specified Amount	$0.05 per $1000 of Specified Amount

	Amount		
Example Charge - for a 38 year old male, preferred non-tobacco, with a Specified Amount of $ 360,000	Monthly, at the beginning of each Policy month. This Charge is imposed during the first 5 Policy years and the first 5 Policy years following an increase in Specified Amount	$0.18 per $1000 of Specified Amount	$0.18 per $1000 of Specified Amount
Daily Charge (mortality and expense risk fee)/2/ Policy years 1-10 /3/, /4/	Daily	annual effective rate of 0.70% /4/	annual effective rate of 0.70% /4/

</TABLE>

/1/ The Monthly Charge per $1,000 of Specified Amount will vary based on the amount of coverage and the insured person's sex, age and premium class. The Monthly Charge per $1,000 of Specified Amount shown in the table may not be typical of the charges you will pay. Page 3A of your Policy will indicate the initial Monthly Charge per $1,000 of Specified Amount applicable to your Policy. Your Policy refers to this charge as the "Monthly Expense Charge for the First Five Years." More detailed information covering your Monthly Charge per $1,000 of Specified Amount is available on request from our Administrative Center, shown under "Contact Information" on page 5 of this prospectus, or your AGL representative. There is no additional charge for any illustrations which may show various amounts of coverage.

/2/ Policies issued in Maryland refer to this charge as an "account value charge."

/3/ After the 10th Policy year, the maximum daily charge will be as follows:
Policy years 11-20...........annual effective rate of 0.35%
Policy years 21+.............annual effective rate of 0.10%
These reductions in the amount of the daily charge are guaranteed.

/4/ All percentages are calculated as a percent of accumulation value invested in the variable investment options.

The next table describes the fees and expenses that you will pay periodically, if you choose an optional benefit rider during the time that you own the Policy.

<TABLE>
<CAPTION>

Periodic Charges
(optional benefit riders only)

Optional Benefit Rider	When Charge is Deducted	Maximum Guaranteed Charge	Current Charge
<S>	<C>	<C>	<C>
Accidental Death Benefit/1/			
Maximum Charge - for a 65 year old	Monthly, at the beginning of each Policy month	$0.15 per $1,000 of rider coverage	$0.15 per $1,000 of rider coverage
Minimum Charge - for a 29 year old	Monthly, at the beginning of each Policy month	$0.07 per $1,000 of rider coverage	$0.07 per $1,000 of rider coverage
Example Charge - for a 38 year old	Monthly, at the beginning of each Policy month	$0.09 per $1,000 of rider coverage	$0.09 per $1,000 of rider coverage
Children's Insurance Benefit	Monthly, at the beginning of each Policy month	$0.48 per $1,000 of rider coverage	$0.48 per $1,000 of rider coverage
Maturity Extension Accumulation Value Version	Monthly, at the beginning of the Policy month which	$10	$0

	follows your original maturity date		
Maturity Extension Death Benefit Version			
Initial Charge	Monthly beginning 9 years before your original maturity date	$30 per $1,000 of net amount at risk attributable to the Policy (without any riders)	$5 per $1,000 of net amount at risk attributable to the Policy (without any riders)
Administrative Charge	Monthly, at the beginning of the Policy month which follows your original maturity date	$10	$0
Spouse Term/2/			
Maximum charge - for a 75 year old male, standard tobacco	Monthly at the beginning of each Policy month	$5.54 per $1,000 of rider coverage	$4.61 per $1,000 of rider coverage
Minimum charge - for a 15 year old female, standard non-tobacco	Monthly at the beginning of each Policy month	$0.07 per $1,000 of rider coverage	$0.01 per $1,000 of rider coverage
Example charge - for a 38 year old male, preferred non-tobacco	Monthly at the beginning of each Policy month	$0.22 per $1,000 of rider coverage	$0.14 per $1,000 of rider coverage

</TABLE>

/1/ The charge for the Accidental Death Benefit Rider will vary based on the insured person's age when the rider is added.

/2/ The charge for the Spouse Term Rider will vary based on the spouse's sex, age and premium class.

<TABLE>
<CAPTION>

Periodic Charges
(optional benefit riders only)

Optional Benefit Rider	When Charge is Deducted	Maximum Guaranteed Charge	Current Charge
<S>	<C>	<C>	<C>
Waiver of Monthly Deduction/1/			
Maximum Charge - for a 59 year old	Monthly, at the beginning of each Policy month	$0.40 per $1,000 of net amount at risk attributable to the Policy	$0.40 per $1,000 of net amount at risk attributable to the Policy
Minimum Charge - for an 18 year old	Monthly, at the beginning of each Policy month	$0.02 per $1,000 of net amount at risk attributable to the Policy	$0.02 per $1,000 of net amount at risk attributable to the Policy
Example Charge - for a 38 year old	Monthly, at the beginning of each Policy month	$0.03 per $1,000 of net amount at risk attributable to the Policy	$0.03 per $1,000 of net amount at risk attributable to the Policy
Monthly Guarantee Premium Rider to Age 100/2/			
Maximum Charge - for a 90 year old	Monthly, at the beginning of each Policy month	$0.096 per $1,000 of net amount at risk attributable to the Policy	$0.08 per $1,000 of net amount at risk attributable to the Policy
Minimum Charge - for a 1 year old	Monthly, at the beginning of each Policy month	$0.024 per $1,000 of net amount at risk attributable	$0.02 per $1,000 of net amount at risk attributable

		to the Policy	to the Policy
Example Charge - for a 38 year old	Monthly, at the beginning of each Policy month	$0.043 per $1,000 of net amount at risk attributable to the Policy	$0.036 per $1,000 of net amount at risk attributable to the Policy

</TABLE>

/1/ The charge for the Waiver of Monthly Deduction Rider will vary based on the insured person's age when we assess the charge.

/2/ The charge for the Monthly Guarantee Premium Rider to Age 100 will vary based on the insured person's age when the Policy is issued and the net amount at risk attributable to the Policy. We currently charge for the Rider beginning in the fourth Policy year. We reserve the right to begin the charge in the first Policy year.

The next table describes the Fund fees and expenses that you will pay periodically during the time that you own the Policy. The table shows the maximum and minimum Total Annual Fund Operating Expenses before contractual waiver or reimbursement for any of the Funds for the fiscal year ended December 31, 2004. Current and future expenses for the Funds may be higher or lower than those shown.

Annual Fund Fees and Expenses
(expenses that are deducted from the Fund assets)

Charge	Maximum	Minimum
Total Annual Fund Operating Expenses for all of the Funds (expenses that are deducted from portfolio assets include management fees, distribution (12b-1) fees, and other expenses)/1/	1.26%	0.24%

Details concerning each Fund's specific fees and expenses are contained in the Funds' prospectuses.

/1/ Currently 15 of the Funds have contractual reimbursements or fee waivers. These reimbursements or waivers expire on April 30, 2006. The impact of contractual reimbursements or fee waivers is as follows:

Charge	Maximum	Minimum
Total Annual Fund Operating Expenses for all of the Funds After Contractual Reimbursement or Fee Waiver	1.26%	0.24%

GENERAL INFORMATION

American General Life Insurance Company

We are American General Life Insurance Company ("AGL"). AGL is a stock life insurance company organized under the laws of Texas. AGL's home office is 2727-A Allen Parkway, Houston, Texas 77019-2191. AGL is a successor in interest to a company originally organized under the laws of Delaware on January 10, 1917. AGL is an indirect, wholly-owned subsidiary of American International Group, Inc. ("AIG"). AIG, a Delaware corporation, is a holding company which through its subsidiaries is primarily engaged in a broad range of insurance and insurance-related activities and financial services in the United States and abroad. AIG American General is a marketing name for AGL and its affiliates. The commitments under the Policies are AGL's, and AIG has no legal obligation to back those commitments.

AGL is a member of the Insurance Marketplace Standards Association ("IMSA"). IMSA is a voluntary membership organization created by the life insurance industry to promote ethical market conduct for life insurance and annuity products. AGL's membership in IMSA applies only to AGL and not its products.

Separate Account VL-R

We hold the Fund shares in which any of your accumulation value is invested in the Separate Account. The Separate Account is registered as a unit investment trust with the SEC under the Investment Company Act of 1940. We created the Separate Account on May 6, 1997 under Texas law.

For record keeping and financial reporting purposes, the Separate Account is divided into 63 separate "divisions," 50 of which correspond to the 50 variable "investment options" under the Policy. The remaining 13 divisions, and all of these 50 divisions, represent investment options available under other variable life policies we offer. We hold the Fund shares in which we invest your accumulation value for an investment option in the division that corresponds to that investment option. Income, gains and losses credited to, or charged against, the Separate Account reflect the Separate Account's own investment experience and not the investment experience of the Separate Account's other assets.

The assets in the Separate Account are our property. The assets in the Separate Account may not be used to pay any liabilities of AGL other than those arising from the Policies. AGL is obligated to pay all amounts under the Policies due the Policy owners.

Additional Information

We have filed a Statement of Additional Information (the "SAI") with the SEC which includes more information about your Policy. The back cover page to this prospectus describes how you can obtain a copy of the SAI.

Communication with AGL

When we refer to "you," we mean the person who is authorized to take any action with respect to a Policy. Generally, this is the owner named in the Policy. Where a Policy has more than one owner,

each owner generally must join in any requested action, except for transfers and changes in the allocation of future premiums or changes among the investment options.

Administrative Center. The Administrative Center provides service to all Policy owners. See "Contact Information" on page 5 of this prospectus. For applicants, your AGL representative will tell you if you should use an address other than the Administrative Center address. All premium payments, requests, directions and other communications should be directed to the appropriate location. You should mail or express premium payments and loan repayments directly to the appropriate address shown on your billing statement. If you do not receive a billing statement, send your premium directly to the address for premium payments shown under "Contact Information" on page 5. You should communicate notice of the insured person's death, including any related documentation, to our Administrative Center address.

E-Delivery, E-Service, telephone transactions and written transactions. There are several different ways to request and receive Policy services.

E-Delivery. Instead of receiving paper copies by mail of certain documents we are required to provide to you, including annual Policy and Fund prospectuses, you may select E-Delivery. E-Delivery allows you to receive notification by E-mail when new or updated documents are available that pertain to your Policy. You may then follow the link contained within the E-mail to view these documents on-line. Alternatively, you may choose to receive these documents via CD ROM. You may find electronically received documents easier to review and retain than paper documents. To enroll for E-Delivery, you can complete certain information at the time of your Policy application (with one required extra signature). If you prefer, you can go to www.aigag.com and at the same time you enroll for E-Service, enroll for E-Delivery. You do not have to enroll for E-Service to enroll for E-Delivery unless you enroll on-line. You may select or cancel E-Delivery at any time. There is no charge for E-Delivery.

E-Service. You may enroll for E-Service to have access to on-line services for your Policy. These services include transferring values among investment options and changing allocations for future premiums. You can also view Policy statements. If you have elected E-Service, you may choose to handle certain Policy requests by E-Service, in writing or by telephone. We expect to expand the list of available E-Service transactions in the future. To enroll for E-Service, go to www.aigag.com and complete the information on the introductory page under "Not an E-Service Member?" You may select or cancel the use of E-Service at any time. There is no charge for E-Service.

Telephone transactions and written transactions. Certain transaction requests currently must be made in writing. You must make the following requests in writing (unless you are permitted to make the requests by E-Service or by telephone. See "Telephone transactions" on page 20).

- transfer of accumulation value;*
- change of allocation percentages for premium payments; *
- change of allocation percentages for Policy deductions; *
- telephone transaction privileges; *
- loan;
- full surrender;
- partial surrender;
- change of beneficiary or contingent beneficiary;

- loan repayments or loan interest payments;
- change of death benefit option or manner of death benefit payment;
- change in specified amount;
- addition or cancellation of, or other action with respect to any benefit riders;
- election of a payment option for Polic proceeds; and
- tax withholding elections.

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* These transactions are permitted by E-Service, by telephone or in writing.

We have special forms which should be used for loans, assignments, partial and full surrenders, changes of owner or beneficiary, and all other contractual changes. You will be asked to return your Policy when you request a full surrender. You may obtain these forms from our Administrative Center, shown under "Contact Information" on page 5, or from your AGL representative. Each communication must include your name, Policy number and, if you are not the insured person, that person's name. We cannot process any requested action that does not include all required information.

Telephone transactions. If you have a completed telephone authorization form on file with us, you may make transfers, or change the allocation of future premium payments or deduction of charges, by telephone, subject to the terms of the form. We will honor telephone instructions from any person who provides the correct information, so there is a risk of possible loss to you if unauthorized persons use this service in your name. Our current procedure is that only the owner or your AGL representative may make a transfer request by phone. We are not liable for any acts or omissions based upon instructions that we reasonably believe to be genuine. Our procedures include verification of the Policy number, the identity of the caller, both the insured person's and owner's names, and a form of personal identification from the caller. We will promptly mail a written confirmation of the transaction. If (a) many people seek to make telephone requests at or about the same time, or (b) our recording equipment malfunctions, it may be impossible for you to make a telephone request at the time you wish. You should submit a written request if you cannot make a telephone request. Also, if due to malfunction or other circumstances your telephone request is incomplete or not fully comprehensible, we will not process the transaction. The phone number for telephone requests is 1-800-340-2765.

Variable Investment Options

We divided the Separate Account into variable investment options, each of which invests in shares of a corresponding Fund. Currently, you may invest premium payments in variable investment options investing in the Funds listed in the following table. The name of each Fund or a footnote for the Fund describes its type (for example, money market fund, growth fund, equity fund, etc.). Fund sub-advisers are shown in parenthesis.

<TABLE>
<CAPTION>

Variable Investment Options	Investment Adviser (sub-adviser, if applicable)
AIM V.I. International Growth Fund - Series I Shares	A I M Advisors, Inc.
AIM V.I. Premier Equity Fund - Series I Shares	A I M Advisors, Inc.
Alger American Leveraged AllCap Portfolio - Class O Shares/1/	Fred Alger Management, Inc.
Alger American MidCap Growth Portfolio - Class O Shares	Fred Alger Management, Inc.
American Century VP Value Fund	American Century Investment Management, Inc.
Credit Suisse Trust Small Cap Growth Portfolio	Credit Suisse Asset Management, LLC
Dreyfus IP MidCap Stock Portfolio - Initial Shares	The Dreyfus Corporation
Dreyfus VIF Developing Leaders Portfolio - Initial Shares/2/	The Dreyfus Corporation
Dreyfus VIF Quality Bond Portfolio - Initial Shares	The Dreyfus Corporation

</TABLE>

(See footnotes on page 22)

<TABLE>
<CAPTION>

Variable Investment Options	Investment Adviser (sub-adviser, if applicable)
Fidelity(R) VIP Asset Manager(SM) Portfolio - Service Class 2/3/	Fidelity Management & Research Company (FMR Co., Inc.) (Fidelity International Investment Advisors) (Fidelity International Investment Advisors (U.K.) Limited) (Fidelity Investments Japan Limited) (Fidelity Investments Money Management, Inc.) (Fidelity Management & Research (Far East) Inc.) (Fidelity Management & Research (U.K.) Inc.)
Fidelity(R) VIP Contrafund(R)Portfolio - Service Class 2/4/	Fidelity Management & Research Company (FMR Co., Inc.) (Fidelity International Investment Advisors) (Fidelity International Investment Advisors (U.K.) Limited) (Fidelity Investments Japan Limited) (Fidelity Management & Research (Far East) Inc.) (Fidelity Management & Research (U.K.) Inc.)
Fidelity(R) VIP Equity-Income Portfolio - Service Class 2	Fidelity Management & Research Company (FMR Co., Inc.)
Fidelity(R) VIP Growth Portfolio - Service Class 2	Fidelity Management & Research Company (FMR Co., Inc.)
Fidelity(R) VIP Mid Cap Portfolio - Service Class 2	Fidelity Management & Research Company (FMR Co., Inc.) (Fidelity International Investment Advisors) (Fidelity International Investment Advisors (U.K.) Limited) (Fidelity Investments Japan Limited) (Fidelity Management & Research (Far East) Inc.) (Fidelity Management & Research (U.K.) Inc.)
Franklin Templeton VIP Franklin Small Cap Value Securities Fund - Class 2	Franklin Advisory Services, LLC
Franklin Templeton VIP Franklin U.S. Government Fund - Class 2	Franklin Advisers, Inc.
Franklin Templeton VIP Mutual Shares Securities Fund - Class 2/5/	Franklin Mutual Advisers, LLC
Franklin Templeton VIP Templeton Foreign Securities Fund - Class 2	Templeton Investment Counsel, LLC

Janus Aspen International Growth Portfolio - Service Shares	Janus Capital Management LLC
Janus Aspen Mid Cap Growth Portfolio - Service Shares	Janus Capital Management LLC
Janus Aspen Worldwide Growth Portfolio - Service Shares	Janus Capital Management LLC
JPMorgan ST II Mid Cap Value Portfolio	J.P. Morgan Investment Management Inc.
JPMorgan ST II Small Company Portfolio	J.P. Morgan Investment Management Inc.
MFS(R) VIT Capital Opportunities Series - Initial Class/6/	Massachusetts Financial Services Company
MFS(R) VIT Emerging Growth Series - Initial Class	Massachusetts Financial Services Company
MFS(R) VIT New Discovery Series - Initial Class/7/	Massachusetts Financial Services Company
MFS(R) VIT Research Series - Initial Class/8/	Massachusetts Financial Services Company
Neuberger Berman AMT Mid-Cap Growth Portfolio	Neuberger Berman Management Inc.
Oppenheimer Balanced Fund/VA/9/ - Non-Service Shares	OppenheimerFunds, Inc.
Oppenheimer Global Securities Fund/VA - Non-Service Shares	OppenheimerFunds, Inc.
PIMCO VIT Real Return Portfolio - Administrative Class/10/	Pacific Investment Management Company LLC
PIMCO VIT Short-Term Portfolio - Administrative Class	Pacific Investment Management Company LLC
PIMCO VIT Total Return Portfolio - Administrative Class	Pacific Investment Management Company LLC
Putnam VT Diversified Income Fund - Class IB	Putnam Investment Management, LLC
Putnam VT Growth and Income Fund - Class IB	Putnam Investment Management, LLC
Putnam VT International Growth and Income Fund - Class IB	Putnam Investment Management, LLC
SunAmerica ST Aggressive Growth Portfolio - Class 1 Shares	AIG SunAmerica Asset Management Corp.
SunAmerica ST SunAmerica Balanced Portfolio - Class 1 Shares/11/	AIG SunAmerica Asset Management Corp.
UIF Equity Growth Portfolio - Class I Shares	Morgan Stanley Investment Management Inc. (d/b/a Van Kampen)
UIF High Yield Portfolio - Class I Shares	Morgan Stanley Investment Management Inc. (d/b/a Van Kampen)
VALIC Co. I International Equities Fund	VALIC* (AIG Global Investment Corp.)
VALIC Co. I Mid Cap Index Fund	VALIC* (AIG Global Investment Corp.)
VALIC Co. I Money Market I Fund	VALIC* (AIG SunAmerica Asset Management Corp.)
VALIC Co. I Nasdaq-100(R) Index Fund	VALIC* (AIG Global Investment Corp.)

</TABLE>

(See footnotes on page 22)

<TABLE>
<CAPTION>

Variable Investment Options	Investment Adviser (sub-adviser, if applicable)
<S>	<C>
VALIC Co. I Science & Technology Fund/12/	VALIC* (T. Rowe Price Associates, Inc.)
VALIC Co. I Small Cap Index Fund	VALIC* (AIG Global Investment Corp.)
VALIC Co. I Stock Index Fund	VALIC* (AIG Global Investment Corp.)
Van Kampen LIT Growth and Income Portfolio - Class I Shares	Van Kampen Asset Management

Vanguard VIF High Yield Bond Portfolio	Wellington Management Company, LLP
Vanguard VIF REIT Index Portfolio	The Vanguard Group

</TABLE>

/1/ The Fund type for Alger American Leveraged AllCap Portfolio - Class O Shares is equity growth.
/2/ The Fund type for Dreyfus VIF Developing Leaders Portfolio - Initial Shares is small cap.
/3/ The Fund type for Fidelity(R) VIP Asset Manager(SM) Portfolio - Service Class 2 is high return.
/4/ The Fund type for Fidelity(R) VIP Contrafund(R) Portfolio - Service Class 2 is capital appreciation.
/5/ The Fund type for Franklin Templeton VIP Mutual Shares Securities Fund - Class 2 is capital appreciation.
/6/ The Fund type for MFS(R) VIT Capital Opportunities Series - Initial Class is capital appreciation.
/7/ The Fund type for MFS(R) VIT New Discovery Series - Initial Class is small cap growth.
/8/ The Fund type for MFS(R) VIT Research Series - Initial Class is long-term growth.
/9/ The Fund type for Oppenheimer Balanced Fund/VA - Non-Service Shares is total return.
/10/ The Fund type for PIMCO VIT Real Return Portfolio - Administrative Class is maximum real return.
/11/ The Fund type for SunAmerica ST SunAmerica Balanced Portfolio - Class 1 Shares is capital appreciation.
/12/ The Fund type for VALIC Co. I Science & Technology Fund is capital appreciation. This Fund is a sector fund.

* "VALIC" means The Variable Annuity Life Insurance Company.

From time to time, certain Fund names are changed. When we are notified of a name change, we will make changes so that the new name is properly shown. However, until we complete the changes, we may provide you with various forms, reports and confirmations that reflect a Fund's prior name.

You can learn more about the Funds, their investment policies, risks, expenses and all other aspects of their operations by reading their prospectuses. You should carefully read the Funds' prospectuses before you select any variable investment option. We do not guarantee that any Fund will achieve its objective. In addition, no single Fund or investment option, by itself, constitutes a balanced investment plan.

We have entered into various services agreements with most of the advisers or administrators for the Funds. We receive payments for the administrative services we perform such as proxy mailing and tabulation, mailing of Fund related information and responding to Policy owners' inquiries about the Funds. Currently, these payments range from 0.15% to 0.35% of the market value of the assets invested in the underlying Fund as of a certain date, usually paid at the end of each calendar quarter. From time to time some of these arrangements may be renegotiated so that we receive a greater payment than previously paid depending on our determination that the expenses that we are incurring are greater than we anticipated. These payments do not result in any additional charges under the Policies that are not described under "Charges Under the Policy" on page 48.

We have entered into a services agreement with PIMCO Variable Insurance Trust ("PIMCO VIT") under which we receive fees of up to 0.15% of the daily market value of the assets invested in the underlying Fund, paid directly by PIMCO VIT for services we perform.

We also receive what is referred to as "12b-1 fees" from some of the Funds themselves. These fees are designed to help pay for our direct and indirect distribution costs for the Policies. These fees are generally equal to 0.25% of the daily market value of the assets invested in the underlying Fund.

Voting Privileges

We are the legal owner of the Funds' shares held in the Separate Account.

However, you may be asked to instruct us how to vote the Fund shares held in the various Funds that are attributable to your Policy at meetings of shareholders of the Funds. The number of votes for which you may give directions will be determined as of the record date for the meeting. The number of votes that you may direct related to a particular Fund is equal to (a) your accumulation value invested in that Fund divided by (b) the net asset value of one share of that Fund. Fractional votes will be recognized.

We will vote all shares of each Fund that we hold of record, including any shares we own on our own behalf, in the same proportions as those shares for which we have received instructions from owners participating in that Fund through the Separate Account.

If you are asked to give us voting instructions, we will send you the proxy material and a form for providing such instructions. Should we determine that we are no longer required to send the owner such materials, we will vote the shares as we determine in our sole discretion.

In certain cases, we may disregard instructions relating to changes in a Fund's investment manager or its investment policies. We will advise you if we do and explain the reasons in our next report to Policy owners. AGL reserves the right to modify these procedures in any manner that the laws in effect from time to time allow.

Fixed Account

We invest any accumulation value you have allocated to the Fixed Account as part of our general assets. We credit interest on that accumulation value at a rate which we declare from time to time. We guarantee that the interest will be credited at an annual effective rate of at least 3%. Although this interest increases the amount of any accumulation value that you have in the Fixed Account, such accumulation value will also be reduced by any charges that are allocated to this option under the procedures described under "Allocation of charges" on page 51. The "daily charge" described on page 48 and the fees and expenses of the Funds discussed on page 17 do not apply to the Fixed Account.

Our general account. Our general account assets are all of our assets that we do not hold in legally segregated separate accounts. Our general account supports our obligations to you under your Policy's Fixed Account. Because of applicable exemptions, no interest in this option has been registered under the Securities Act of 1933, as amended. Neither our general account nor our Fixed Account is an investment company under the Investment Company Act of 1940. We have been advised that the staff of the SEC has not reviewed the disclosures that are included in this prospectus for your information about our general account or our Fixed Account. Those disclosures, however, may be subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in prospectuses.

How we declare interest. Except for amounts held as collateral for loans, we can at any time change the rate of interest we are paying on any accumulation value allocated to our Fixed Account, but it will always be at an annual effective rate of at least 3%.

Under these procedures, it is likely that at any time different interest rates will apply to different portions of your accumulation value, depending on when each portion was allocated to our Fixed Account. Any charges, partial surrenders, or loans that we take from any accumulation value that you

have in our Fixed Account will be taken from each portion in reverse chronological order based on the date that accumulation value was allocated to this option.

Illustrations

We may provide you with illustrations for your Policy's death benefit, accumulation value, and cash surrender value based on hypothetical rates of return. Hypothetical illustrations also assume costs of insurance for a hypothetical person. These illustrations are illustrative only and should not be considered a representation of past or future performance. Your actual rates of return and actual charges may be higher or lower than these illustrations. The actual return on your accumulation value will depend on factors such as the amounts you allocate to particular investment options, the amounts deducted for the Policy's fees and charges, the variable investment options' fees and charges, and your Policy loan and partial surrender history.

Before you purchase the Policy, we will provide you with what we refer to as a personalized illustration. A personalized illustration shows future benefits under the Policy based upon (1) the proposed insured person's age and premium class and (2) your selection of a death benefit Option, specified amount, planned periodic premiums, riders, and proposed investment options.

After you purchase the Policy and upon your request, we will provide a similar personalized illustration that takes into account your Policy's actual values and features as of the date the illustration is prepared. We reserve the right to charge a maximum fee of $25 for personalized illustrations prepared after the Policy is issued if you request us to do so more than once each year.

POLICY FEATURES

Age

Generally, our use of age in your Policy and this prospectus refers to a person who is between six months younger and six months older than the stated age. Sometimes we refer to this as the "attained" age.

Death Benefits

Your specified amount of insurance. In your application to buy a Platinum Investor IV Policy, you tell us how much life insurance coverage you want. We call this the "specified amount" of insurance. We also guarantee a death benefit for a specified period, provided you have paid the required monthly premiums. The guaranteed death benefit is equal to the specified amount (less any indebtedness) and any benefit riders. We refer to this guarantee in both your Policy and this prospectus as the "guarantee period benefit." We offer two different guarantee period benefit riders. We provide more information about the specified amount and the guarantee period benefit under "Guarantee period benefit," on page 28 and the discussion of the two guarantee period benefit riders under "Additional Benefit Riders" on page 36. You should read these other discussions carefully because they contain important information about how the choices you make can affect your benefits and the amount of premiums and charges you may have to pay.

Investment performance affects the amount of your Policy's accumulation value. We deduct all charges from your accumulation value. The amount of the monthly charges may differ from month to month. However, as long as all applicable charges are paid timely each month, the specified amount of

insurance payable under your Policy is unaffected by investment performance. (See "Monthly insurance charge" on page 49.)

Your death benefit. You must choose one of three death benefit Options under your Policy at the time it is issued.

You can choose Option 1 or Option 2 at the time of your application or at any later time before the death of the insured person. You can choose death benefit Option 3 only at the time of your application. The death benefit we will pay is reduced by any outstanding Policy loans and increased by any unearned loan interest we may have already charged. Depending on the Option you choose, the death benefit we will pay is

- Option 1--The specified amount on the date of the insured person's death.

- Option 2--The sum of (a) the specified amount on the date of the insured person's death and (b) the Policy's accumulation value as of the date of death.

- Option 3--The sum of (a) the death benefit we would pay under Option 1 and (b) the cumulative amount of premiums you paid for the Policy and any riders. The death benefit payable will be reduced by any amounts waived under the Waiver of Monthly Deduction Rider. Additional premiums you pay for the Policy and any riders following a partial surrender are not considered part of the "cumulative amount of premiums you paid" until the total value of the premiums paid is equivalent to or greater than the amount surrendered.

See "Partial surrender" on page 42 for more information about the effect of partial surrenders on the amount of the death benefit.

Under either Option 2 or Option 3, your death benefit will tend to be higher than under Option 1. However, the monthly insurance charge we deduct will also be higher to compensate us for our additional risk. Because of this, your accumulation value for the same amount of premium will tend to be higher under Option 1 than under either Option 2 or Option 3.

Any premiums we receive after the insured person's death will be returned and not included in your accumulation value.

Required minimum death benefit. We may be required under federal tax law to pay a larger death benefit than what would be paid under your chosen death benefit Option. We refer to this larger benefit as the "required minimum death benefit" as explained below.

Federal tax law requires a minimum death benefit (the required minimum death benefit) in relation to the accumulation value in order for a Policy to qualify as life insurance. We will automatically increase the death benefit of a Policy if necessary to ensure that the Policy will continue to qualify as life insurance. One of two tests under current federal tax law can be used: the "guideline premium test" or the "cash value accumulation test." You must elect one of these tests when you apply for a Policy. After we issue your Policy, the choice may not be changed.

If you choose the guideline premium test, total premium payments paid in a Policy year may not exceed the guideline premium payment limitations for life insurance set forth under federal tax law. If you choose the cash value accumulation test, there are no limits on the amount of premium you can pay in a Policy year, so long as the death benefit is large enough compared to the accumulation value to meet the test requirements.

The other major difference between the two tax tests involves the Policy's required minimum death benefit. The required minimum death benefit is calculated as shown in the tables that follow.

If you selected death benefit Option 1, Option 2 or Option 3 at any time when the required minimum death benefit is more than the death benefit payable under the Option you selected, the death benefit payable would be the required minimum death benefit.

Under federal tax law rules, if you selected either death benefit Option 1 or Option 3 and elected the cash value accumulation test, rather than the guideline premium test, the payment of additional premiums may cause your accumulation value to increase to a level where the required minimum death benefit becomes applicable. Therefore, choosing the cash value accumulation test may make it more likely that the required minimum death benefit will apply if you select death benefit Option 1 or Option 3.

If you anticipate that your Policy may have a substantial accumulation value in relation to its death benefit, you should be aware that the cash value accumulation test may cause your Policy's death benefit to be higher than if you had chosen the guideline premium test. To the extent that the cash value accumulation test does result in a higher death benefit, the cost of insurance charges deducted from your Policy will also tend to be higher. (This compensates us for the additional risk that we might have to pay the higher required minimum death benefit.)

If you have selected the cash value accumulation test, we calculate the required minimum death benefit by multiplying your Policy's accumulation value by a required minimum death benefit percentage that will be set forth on page 25 of your Policy. The required minimum death benefit percentage varies based on the age and sex of the insured person. Below is an example of applicable required minimum death benefit percentages for the cash value accumulation test. The percentages shown are for a male, ages 40 to 99.

APPLICABLE PERCENTAGES UNDER
CASH VALUE ACCUMULATION TEST

Insured

Person's Attained Age	40	45	50	55	60	65	70	75	99
%	344%	293%	252%	218%	191%	169%	152%	140%	104%

If you have selected the guideline premium test, we calculate the required minimum death benefit by multiplying your Policy's accumulation value by an applicable required minimum death benefit percentage. The applicable required minimum death benefit percentage is 250% when the insured person's age is 40 or less, and decreases each year thereafter to 100% when the insured person's age is 95 or older. The applicable required minimum death benefit percentages under the guideline premium test for certain ages between 40 to 95 are set forth in the following table.

APPLICABLE PERCENTAGES UNDER
GUIDELINE PREMIUM TEST

Insured Person's Attained Age	40	45	50	55	60	65	70	75	95+
%	250%	215%	185%	150%	130%	120%	115%	105%	100%

Your Policy calls the multipliers used for each test the "Death Benefit Corridor Rate."

Premium Payments

Premium payments. We call the payments you make "premiums" or "premium payments." The amount we require as your initial premium varies depending on the specifics of your Policy and the insured person. We can refuse to accept a premium payment that is less than $50. If mandated under applicable law, we may be required to reject a premium payment. Otherwise, with a few exceptions mentioned below, you can make premium payments at any time and in any amount. Premium payments we receive after your free look period, as discussed on page 28, will be allocated upon receipt to the available investment options you have chosen.

Limits on premium payments. Federal tax law may limit the amount of premium payments you can make (relative to the amount of your Policy's insurance coverage) and may impose penalties on amounts you take out of your Policy if you do not observe certain additional requirements. These tax law requirements and a discussion of modified endowment contracts are summarized further under "Federal Tax Considerations" beginning on page 53. We will monitor your premium payments, however, to be sure that you do not exceed permitted amounts or inadvertently incur any tax penalties. The tax law limits can vary as a result of changes you make to your Policy. For example, a reduction in the specified amount of your Policy can reduce the amount of premiums you can pay.

Also, in certain limited circumstances, additional premiums may cause the death benefit to increase by more than they increase your accumulation value. In such case, we may refuse to accept an additional premium if the insured person does not provide us with satisfactory evidence that our requirements for issuing insurance are still met. This increase in death benefit is on the same terms (including additional charges) as any other specified amount increase you request (as described under "Increase in coverage" on page 31.)

Checks. You may pay premiums by check drawn on a U.S. bank in U.S. dollars and made payable to "American General Life Insurance Company," or "AGL." Premiums after the initial premium should be sent directly to the appropriate address shown on your billing statement. If you do not receive a billing statement, send your premium directly to the address for premium payments shown on page 5 of this prospectus. We also accept premium payments by bank draft, wire or by exchange from another insurance company. Premium payments from salary deduction plans may be made only if we agree. You may obtain further information about how to make premium payments by any of these methods from your AGL representative or from our Administrative Center shown under "Contact Information" on page 5.

Planned periodic premiums. Page 3 of your Policy will specify a "Planned Periodic Premium." This is the amount that you (within limits) choose to pay. Our current practice is to bill quarterly, semi-annually or annually. However, payment of these or any other specific amounts of premiums is not

mandatory. After payment of your initial premium, you need only invest enough to ensure that your Policy's cash surrender value stays above zero or that the guarantee period benefit (described under "Guarantee period benefit" on page 28) remains in effect ("Cash surrender value" is explained under "Full Surrenders" on page 7.) The less you invest, the more likely it is that your Policy's cash surrender value could fall to zero as a result of the deductions we periodically make from your accumulation value.

Guarantee period benefit. Your Policy makes two benefit riders available to you that provide a "guarantee period benefit." This means that your Policy and any other benefit riders you have selected will not lapse as long as you have paid the required monthly guarantee premiums or age 100 monthly guarantee premiums that are shown on page 3 of your Policy. If you pay the guarantee premiums applicable to either rider while it is in force, your Policy will not lapse even if your policy's cash surrender value has declined to zero. You cannot select either of these riders if you also select death benefit Option 3. There is no death benefit guarantee available with Option 3.

One of these riders, called the "monthly guarantee premium rider for first 20 years," is a benefit to all Policy owners who select either death benefit Option 1 or Option 2. Since there is no cost associated with this rider, it is automatically attached to every Policy when the owner selects either death benefit Option 1 or Option 2. You may select the other rider, called the "monthly guarantee premium rider to age 100," only at the time we issue your Policy and you select either death benefit Option 1 or Option 2. There is a charge for this rider.

There is no difference in the calculation of Policy values and the death benefit between a Policy that has a guarantee period benefit under the monthly guarantee premium rider for first 20 years and one that does not, because the rider is free of charge. However, because there is a charge for the monthly guarantee premium rider to age 100, Policy values are lower for a Policy that has the rider as opposed to one that does not.

Some states require variations in the terms of either or both guarantee period benefit riders or prohibit their availability.

The conditions and benefits of each rider are described under "Additional Benefit Riders" on page 36. Be sure to review their descriptions.

Free look period. If for any reason you are not satisfied with your Policy, you may return it to us and we will refund the greater of (i) any premium payments received by us or (ii) your accumulation value plus any charges that have been deducted. To exercise your right to return your Policy, you must mail it directly to the Administrative Center address shown under "Contact Information" on page 5 or return it to the AGL representative through whom you purchased the Policy within 10 days after you receive it. In a few states, this period may be longer. Because you have this right, we will invest your initial net premium payment in the money market investment option from the date your investment performance begins until the first business day that is at least 15 days later. Then we will automatically allocate your investment among the available investment options in the ratios you have chosen. This reallocation will not count against the 12 free transfers that you are permitted to make each year. Any additional premium we receive during the 15-day period will also be invested in the money market investment option and allocated to the investment options at the same time as your initial net premium.

Changing Your Investment Option Allocations

Future premium payments. You may at any time change the investment options in which future premiums you pay will be invested. Your allocation must, however, be in whole percentages that total 100%.

Transfers of existing accumulation value. You may also transfer your existing accumulation value from one investment option under the Policy to another. The first 12 transfers in a Policy year are free of charge. We consider your instruction to transfer from or to more than one investment option at the same time to be one transfer. We will charge you $25 for each additional transfer. You may make transfers from the variable investment options at any time. You may make transfers from the Fixed Account only during the 60-day period following each Policy anniversary. The total amount that you can transfer each year from the Fixed Account is limited to the greater of:

- 25% of the unloaned accumulation value you have in the Fixed Account as of the Policy anniversary; or

- the total amount you transferred or surrendered from the Fixed Account during the previous Policy year.

Unless you are transferring the entire amount you have in an investment option, including the Fixed Account, each transfer must be at least $500. See "Additional Rights That We Have" on page 47.

Dollar cost averaging. Dollar cost averaging is an investment strategy designed to reduce the risks that result from market fluctuations. The strategy spreads the allocation of your accumulation value among your chosen variable investment options over a period of time. This allows you to reduce the risk of investing most of your funds at a time when prices are high. The success of this strategy depends on market trends and is not guaranteed. You should carefully consider your financial ability to continue the program over a long enough period of time to allocate accumulation value to the variable investment options when their value is low as well as when it is high.

Under dollar cost averaging, we automatically make transfers of your accumulation value from the investment option of your choice to one or more of the other variable investment options that you choose. You tell us what day of the month you want these transfers to be made (other than the 29th, 30th or 31st of a month) and whether the transfers on that day should occur monthly, quarterly, semi-annually or annually. We make the transfers at the end of the valuation period containing the day of the month you select. (The term "valuation period" is described on page 34.) You must have at least $5,000 of accumulation value to start dollar cost averaging and each transfer under the program must be at least $100. Dollar cost averaging ceases upon your request, or if your accumulation value in the investment option from which you are making transfers becomes exhausted. You may maintain only one dollar cost averaging instruction with us at a time. You cannot use dollar cost averaging at the same time you are using automatic rebalancing. Dollar cost averaging transfers do not count against the 12 free transfers that you are permitted to make each year. We do not charge you for using this service.

Automatic rebalancing. This feature automatically rebalances the proportion of your accumulation value in each variable investment option under your Policy to correspond to your then current premium allocation designation. Automatic rebalancing does not guarantee gains, nor does it assure that you will not have losses. You tell us whether you want us to do the rebalancing quarterly,

semi-annually or annually. Automatic rebalancing will occur as of the end of the valuation period that contains the date of the month your Policy was issued. For example, if your Policy is dated January 17, and you have requested automatic rebalancing on a quarterly basis, automatic rebalancing will start on April 17, and will occur quarterly thereafter. You must have a total accumulation value of at least $5,000 to begin automatic rebalancing. Rebalancing ends upon your request. You cannot use automatic rebalancing at the same time you are using dollar cost averaging. Automatic rebalancing transfers do not count against the 12 free transfers that you are permitted to make each year. We do not charge you for using this service.

Market timing. The Policies are not designed for professional market timing organizations or other entities or individuals using programmed and frequent transfers involving large amounts. Market timing carries risks with it, including:

- dilution in the value of Fund shares underlying investment options of other Policy owners;

- interference with the efficient management of the Fund's portfolio; and

- increased administrative costs.

We have policies and procedures that require us to monitor the Policies to determine if a Policy owner requests:

- an exchange out of a variable investment option within two calendar weeks of an earlier exchange into that same variable investment option; or

- exchanges into or out of the same variable investment option more than twice in any one calendar quarter.

If either of the above transactions occurs, we will suspend such Policy owner's same day or overnight delivery transfer privileges (including website, e-mail and facsimile communications) with prior notice to prevent market timing efforts that could be harmful to other Policy owners or beneficiaries. Such notice of suspension will take the form of either a letter mailed to your last known address, or a telephone call from our Administrative Center to inform you that effective immediately, your same day or overnight delivery transfer privileges have been suspended. The suspension of Policy transfer privileges will last for no more than six months. Transfers under dollar cost averaging, automatic rebalancing or any other automatic transfer arrangements to which we have agreed are not affected by these procedures.

The procedures above will be followed in all circumstances and we will treat all Policy owners the same.

In addition, Policy owners incur a $25 charge for each transfer in excess of 12 each Policy year.

Fund-rejected transfers. Some of the Funds have policies and procedures restricting transfers into the Fund. For this reason or for any other reason the Fund deems necessary, a Fund may reject a Policy owner's transfer request. Please read the Funds' prospectuses and supplements for information about restrictions on transfers.

Changing the Specified Amount of Insurance

Increase in coverage. At any time while the insured person is living, you may request an increase in the specified amount of coverage under your Policy. You must, however, provide us with satisfactory evidence that the insured person continues to meet our requirements for issuing insurance coverage.

We treat an increase in specified amount in many respects as if it were the issuance of a new Policy. For example, the monthly insurance charge for the increase will be based on the age, gender and premium class of the insured person at the time of the increase. Also, a new amount of surrender charge applies to the amount of the increase for the 10 Policy years following the increase.

Whenever you decide to increase your specified amount, you will be subject to a new monthly charge per $1,000 of specified amount. The additional charge assessed for the first five Policy years following the increase will be applied only to the increase in your specified amount. Increasing the specified amount may increase the amount of premium you would need to pay to avoid a lapse of your Policy.

Decrease in coverage. After the first Policy year, you may request a reduction in the specified amount of coverage, but not below certain minimums. After any decrease, the death benefit cannot be less than the greater of:

- $50,000; and

- any minimum amount which, in view of the amount of premiums you have paid, is necessary for the Policy to continue to meet the federal tax law definition of life insurance.

We will apply any decrease in coverage as of the monthly deduction day following the valuation date we receive the request. The decrease in coverage is applied in the following order:

- Against the specified amount provided by the most recent increase;

- Against the next most recent increases successively;

- Against the specified amount provided under your original application.

We will deduct from your accumulation value any surrender charge that is due on account of the decrease. If there is not sufficient accumulation value to pay the surrender charge at the time you request a reduction, the decrease will not be allowed. A reduction in specified amount will not reduce the monthly charges per $1,000 of specified amount, or the amount of time for which we assess these charges. For instance, if you increase your coverage and follow it by a decrease in coverage within five years of the increase, we will assess the monthly charge per $1,000 of specified amount against the increase in coverage for the full five years even though you have reduced the amount of coverage.

Changing Death Benefit Options

Change of death benefit option. You may at any time before the death of the insured person request us to change your death benefit Option from:

Option 1 to Option 2;
Option 2 to Option 1; or
Option 3 to Option 1.

No other changes are permitted. A change from Option 3 to Option 1 may be subject to regulatory approval in your state.

- If you change from Option 1 to Option 2, we automatically reduce your Policy's specified amount of insurance by the amount of your Policy's accumulation value (but not below zero) at the time of the change. The change will go into effect on the monthly deduction day following the date we receive your request for change. Any such reduction in specified amount will be subject to the same guidelines and restrictions described in "Changing the Specified Amount of Insurance - Decrease in coverage" on page 31. We will not charge a surrender charge for this reduction in specified amount. The surrender charge schedule will not be reduced on account of the reduction in specified amount. The monthly charge per $1,000 of specified amount will not change. At the time of the change of death benefit Option, your Policy's monthly insurance charge and surrender value will not change.

- If you change from Option 2 to Option 1, then as of the date of the change we automatically increase your Policy's specified amount by the amount of your Policy's accumulation value. The monthly charge per $1000 of specified amount will not change. At the time of the change of death benefit Option, your Policy's monthly insurance charge and surrender value will not change.

- If you change from Option 3 to Option 1, your Policy's specified amount will not change. The monthly charge per $1000 of specified amount and the cost of insurance rates will not change. Your Policy's monthly insurance charge will decrease and the surrender value will increase.

Tax consequences of changes in insurance coverage. Please read "Tax Effects" starting on page 53 of this prospectus to learn about possible tax consequences of changing your insurance coverage under your Policy.

Effect of changes in insurance coverage on guarantee period benefit. A change in coverage does not result in termination of either of the guarantee period benefit riders, so that if you pay certain prescribed amounts of premiums, we will pay a death benefit even if your Policy's cash surrender value declines to zero. The details of this guarantee are discussed under "Monthly Guarantee Premium Rider for First 20 Years" on page 38 and "Monthly Guarantee Premium Rider to Age 100" on page 40.

No Tobacco Use Incentive

In general, certain charges under life insurance policies are higher if the insured person uses tobacco. We provide an incentive for our insureds to quit tobacco use. The owner does not elect this feature. We provide it automatically without additional charge. Here are its terms:

- if the insured person is in either the preferred tobacco or standard tobacco underwriting class; then

- for the first three Policy years, the cost of insurance charges will automatically be determined as if the insured person was in the standard non-tobacco underwriting class.

There is a separate rule for insured persons in the special tobacco underwriting class. For the first three Policy years, the standard non-tobacco rates will be adjusted to reflect the extra amount we always charge due to the health, occupation or avocation of an insured person in that class.

If, before the end of the first three Policy years, the Owner provides us with evidence satisfactory to us that:

- the insured person has not used tobacco in any form for the preceding 12 months; and

- there has been no change in the insured person's health that would prevent him or her from qualifying for our standard non-tobacco underwriting class; then

- we will continue to use standard non-tobacco cost of insurance rates (adjusted as stated above for the special non-tobacco underwriting class) starting in the fourth policy year.

If the insured person has not met this non-tobacco use and health condition, then starting with the fourth Policy year we will assess cost of insurance charges for the preferred, standard or special tobacco underwriting class, as appropriate.

See "Underwriting and premium classes" on page 47 for more information about our underwriting classifications.

Account Value Enhancement

Your Policy will be eligible for an Account Value Enhancement at the end of the 21st Policy year, and at the end of each Policy year thereafter. An Account Value Enhancement is a credit we provide to your accumulation value. Here are its terms:

- Each Account Value Enhancement will be calculated using your unloaned accumulation value at the end of the last day of the Policy year.

- The amount of each Account Value Enhancement will be calculated by applying a percentage to the unloaned accumulation value. The percentage will range from 0.0% to 0.10% and will be reset annually.

- Each Account Value Enhancement will be allocated to your Policy's investment options using the premium allocation percentages you have in effect at that time.

- All eligible Policies issued in the same calendar year will receive the same enhancement percentage credited as of the end of each Policy year.

- There is no Policy charge for any Account Value Enhancement, although some of the Policy charges may be higher because of an increase in your accumulation value.

Enhancements credited to your variable investment options result in an increase in your accumulation value. Each enhancement is fully vested when credited. You will be subject to the risk that investment performance will be unfavorable and your accumulation value will decrease because of the unfavorable performance and the resulting higher insurance charges. As a result you may not receive any benefit from an Account Value Enhancement. See "Investment Risk" on page 9.

Effective Date of Policy and Related Transactions

Valuation dates, times, and periods. We compute values under a Policy on each day that the New York Stock Exchange ("NYSE") is open for business. We call each such day a "valuation date" or a "business day."

We compute Policy values as of the time the NYSE closes on each valuation date, which usually is 3:00 p.m. Central time. We call this our "close of business." We call the time from the close of business on one valuation date to the close of business of the next valuation date a "valuation period." We are closed only on those holidays the NYSE is closed.

Fund pricing. Each Fund produces a price per Fund share following each close of the NYSE and provides that price to us. We then determine the Fund value at which you may invest in the particular investment option, which reflects the change in value of each Fund reduced by the daily charge and any other charges that are applicable to your Policy.

Date of receipt. Generally we consider that we have received a premium payment or another communication from you on the day we actually receive it in full and proper order at any of the addresses shown on page 5 of this prospectus. If we receive it after the close of business on any valuation date, however, we consider that we have received it on the day following that valuation date. Any premium payments we receive after our close of business are held in our general account until the next business day.

If we receive your premiums through payroll allotment, such as salary deduction or salary reduction programs, we consider that we receive your premium on the day we actually receive it, rather than the day the deduction from your payroll occurs. This is important for you to know because your premium receives no interest or earnings for the time between the deduction from your payroll and our receipt of the payment. We currently do not accept military allotment programs.

Commencement of insurance coverage. After you apply for a Policy, it can sometimes take up to several weeks for us to gather and evaluate all the information we need to decide whether to issue a Policy to you and, if so, what the insured person's premium class should be. We will not pay a death benefit under a Policy unless (a) it has been delivered to and accepted by the owner and at least the initial premium has been paid, and (b) at the time of such delivery and payment, there have been no adverse developments in the insured person's health or risk of death. However, if you pay at least the

minimum first premium payment with your application for a Policy, we will provide temporary coverage of up to $300,000 provided the insured person meets certain medical and risk requirements. The terms and conditions of this coverage are described in our "Limited Temporary Life Insurance Agreement," available to you when you apply for a Policy.

Date of issue; Policy months and years. We prepare the Policy only after we approve an application for a Policy and assign the appropriate premium class. The day we begin to deduct charges will appear on page 3 of your Policy and is called the "Date of Issue." Policy months and years are measured from the date of issue. To preserve a younger age at issue for the insured person, we may assign a date of issue to a Policy that is up to 6 months earlier than otherwise would apply.

Monthly deduction days. Each charge that we deduct monthly is assessed against your accumulation value at the close of business on the date of issue and at the end of each subsequent valuation period that includes the first day of a Policy month. We call these "monthly deduction days."

Commencement of investment performance. We begin to credit an investment return to the accumulation value resulting from your initial premium payment on the later of (a) the date of issue, or (b) the date all requirements needed to place the Policy in force have been satisfied, including underwriting approval and receipt of the necessary premium. In the case of a back-dated Policy, we do not credit an investment return to the accumulation value resulting from your initial premium payment until the date stated in (b) above.

Effective date of other premium payments and requests that you make. Premium payments (after the first) and transactions made in response to your requests and elections are generally effected at the end of the valuation period in which we receive the payment, request or election and based on prices and values computed as of that same time. Exceptions to this general rule are as follows:

- Increases or decreases you request in the specified amount of insurance, reinstatements of a Policy that has lapsed, and changes in death benefit Option take effect on the Policy's monthly deduction day if your request is approved on that day or on the next monthly deduction day following our approval if we approve your request on any other day of the month;

- In most states, we may return premium payments, make a partial surrender or reduce the death benefit if we determine that such premiums would cause your Policy to become a modified endowment contract or to cease to qualify as life insurance under federal income tax law or exceed the maximum net amount at risk;

- If you exercise your right to return your Policy described under "Free look period" on page 28 of this prospectus, your coverage will end when you deliver it to your AGL representative, or if you mail it to us, the date it is postmarked; and

- If you pay a premium at the same time that you make a Policy request which requires our approval, your payment will be applied when received rather than following the effective date of the requested change, but only if your Policy is in force and the amount paid will not cause you to exceed premium limitations under the Internal Revenue Code of 1986, as amended (the "Code"). If we do not approve your Policy request, your premium payment will still be accepted in full or in part (we will return to you the portion of your premium

payment that would be in violation of the maximum premium limitations under the Code). We will not apply this procedure to premiums you pay in connection with reinstatement requests.

Reports to Policy Owners

Shortly after the end of each Policy year, we will mail you a report that includes information about your Policy's current death benefit, accumulation value, cash surrender value and Policy loans. We will send you notices to confirm premium payments, transfers and certain other Policy transactions. We will mail to you at your last known address of record, these and any other reports and communications required by law. You should give us prompt written notice of any address change.

ADDITIONAL BENEFIT RIDERS

Riders

You can request that your Policy include the additional rider benefits described below. For most of the riders that you choose, a charge, which will be shown on page 3 of your Policy, will be deducted from your accumulation value on each monthly deduction date. Eligibility for and changes in these benefits are subject to our rules and procedures as in effect from time to time. Not all riders are available in all states. More details are included in the form of each rider, which we suggest that you review if you choose any of these benefits.

- Accidental Death Benefit Rider. This rider pays an additional death benefit if the insured person dies from certain accidental causes. There is a charge for this rider. You can purchase this rider only at the time we issue your Policy. You may later elect to terminate this rider. If you do so, the charge will cease.

- Children's Insurance Benefit Rider. This rider provides term life insurance coverage on the eligible children of the person insured under the Policy. There is a charge for this rider. This rider is convertible into any other insurance (except for term coverage) available for conversions, under our published rules at the time of conversion. You may purchase this rider at the time we issue your Policy or at any time thereafter. You may terminate this rider at any time. If you do so, the charge will cease.

- Maturity Extension Rider. This rider gives you the option to extend the Policy's maturity date beyond what it otherwise would be, at any time before the original maturity date. Once you select this rider, if you have not already elected to extend the maturity date, we will notify you of this right 60 days before maturity. If you do not then elect to extend the maturity date before the original maturity date, the rider will terminate and the maturity date will not be extended. You have two versions of this rider from which to choose, the Accumulation Value version and the Death Benefit version. Either or both versions may not be available in your state.

  The Accumulation Value version provides for a death benefit after your original maturity date that is equal to the accumulation value on the date of the insured person's death. The death benefit will be reduced by any outstanding Policy loan amount. There is no charge for this version until you reach your original maturity

  date. After your original maturity date, we will charge a monthly fee of no more than $10.

  The Death Benefit version provides for a death benefit after your original maturity date equal to the death benefit in effect on the day prior to your original maturity date. If the death benefit is based fully, or in part, on the accumulation value, we will adjust the death benefit to reflect future changes in your accumulation value. The death benefit will never be less than the accumulation value. The death benefit will be reduced by any outstanding Policy loan amount.

  We will charge you the following amounts under the death benefit version

  - A monthly fee of no more than $30 for each $1000 of the net amount at risk. This fee begins 9 years before your original maturity date and terminates on your original maturity date; and

  - A monthly fee of no more than $10. This fee begins on your original maturity date if you exercise your right under the rider to extend your original maturity date.

  Nine years and 60 days before your original maturity date, we will notify you that you will incur these charges if you keep the rider. You will then have until your original maturity date to terminate the rider and with it, your right to extend your original maturity date. If you terminate the rider at any time within this nine year and 60 day period, there will be no further charges and you will have no remaining right to receive a benefit under the rider.

Both versions of the rider may be added at any time to an existing Policy up until the same nine year and 60 day period before your original maturity date. In Illinois you may select either version of the rider only after we issue your Policy.

There are features common to both riders in addition to the $10 maximum monthly fee. Only the insurance coverage associated with the Policy will be extended beyond your original maturity date. We do not allow additional premium payments or changes in specified amount after your original maturity date. The only charge we continue to automatically deduct after the original maturity date is the daily charge described on page 48. Once you have exercised your right to extend your original maturity date, you cannot revoke it. The monthly fee will continue. You can, however, surrender your Policy at any time.

Extension of the maturity date beyond the insured person's age 100 may result in current taxation of increases in your Policy's accumulation value as a result of interest or investment experience after that time. You should consult a qualified tax adviser before making such an extension.

- Spouse Term Rider. This rider provides term life insurance on the life of the spouse of the Policy's insured person. There is a charge for this rider. This rider terminates no later than the Policy anniversary nearest the spouse's 75th birthday. You can convert this rider into any other insurance, except term, under our published rules at the time of conversion.

You can purchase this rider only at the time we issue your Policy. You may later elect to terminate this rider. If you do so, the charge will cease.

- Terminal Illness Rider. This rider provides the Policy owner with the right to request a benefit if the Policy's insured person is diagnosed as having a terminal illness (as defined in the rider) and less than 12 months to live. This rider is not available in all states. There is a charge for this rider. The maximum amount you may receive under this rider before the insured person's death is 50% of the death benefit that would be due under the Policy (excluding any rider benefits), not to exceed $250,000. The amount of benefits paid under the rider, plus an administrative fee (not to exceed $250), plus interest on these amounts to the next Policy anniversary becomes a "lien" against the Policy. A lien is a claim by AGL against all future Policy benefits. We will continue to charge interest in advance on the total amount of the lien and will add any unpaid interest to the total amount of the lien each year. The cash surrender value of the Policy also will be reduced by the amount of the lien. Any time the total lien, plus any other Policy loans, exceeds the Policy's then current death benefit, the Policy will terminate without further value. You can purchase this rider at any time prior to the maturity date. You may terminate this rider at any time. If you do so, the charge will cease.

- Waiver of Monthly Deduction Rider. This rider provides for a waiver of all monthly charges assessed for both your Policy and riders that we otherwise would deduct from your accumulation value, so long as the insured person is totally disabled (as defined in the rider). There is a charge for this rider. While we are paying benefits under this rider we will not permit you to request any increase in the specified amount of your Policy's coverage. When we "pay benefits" under this rider, we pay all monthly charges (except for loan interest) for your Policy when they become due, and then deduct the same charges from your Policy. Therefore, your Policy's accumulation value does not change because of monthly charges. We perform these two transactions at the same time. However, loan interest will not be paid for you under this rider, and the Policy could, under certain circumstances, lapse for nonpayment of loan interest. You can purchase this rider on the life of an insured person who is younger than age 56. You can purchase this rider only at the time we issue your Policy. You may later elect to terminate this rider. If you do so, the charge will cease.

- Monthly Guarantee Premium Rider for First 20 Years. This rider is a benefit provided to any Policy owner who selects either death benefit Option 1 or 2. We automatically issue the rider when the Policy is issued. There is no cost associated with the rider. The rider provides a guarantee, explained below, until the earlier of:

    - The 20th Policy anniversary; or

    - The Policy anniversary nearest the insured person's 95th birthday.

Page 3 of your Policy will specify a "Monthly Guarantee Premium." You must pay the monthly guarantee premiums to keep the rider in force.

Policy months are measured from the "Date of Issue" that will be shown on page 3 of your Policy. On the first day of each Policy month that you are covered by the rider, we determine if the monthly guarantee premium requirement has been met, as follows:

if the sum of all premiums paid to date, minus withdrawals and minus any outstanding Policy loan amount, equals or exceeds

the sum of all monthly guarantee premiums, beginning with the date of issue and including the monthly guarantee premium for the then-current month, then

you have met the monthly guarantee premium requirement.

As long as you have met the monthly guarantee premium requirement, your Policy will not enter a grace period, or terminate (i.e, lapse) because of insufficient cash surrender value. See "Policy Lapse and Reinstatement" on page 53.

If you do not meet the monthly guarantee premium requirement, we will notify you in writing within 30 days. The monthly guarantee premium rider for first 20 years will remain in force during the 61-day period that follows failure to meet the monthly guarantee premium requirement. The notice will advise you of the amount of premium you must pay to keep the rider from terminating. If you do not pay the amount required to keep the rider in force by the end of the 61-day period, the rider will terminate and cannot be reinstated.

If the monthly guarantee premium rider for first 20 years terminates and the cash surrender value is insufficient, the Policy will then lapse unless you pay an amount of premium sufficient to keep the Policy from lapsing. However, the monthly guarantee premium rider for first 20 years will not be reactivated even if you pay enough premium to keep your Policy from lapsing.

Whenever you increase or decrease your specified amount, change death benefit Options, add or delete another benefit rider or change premium class, we calculate a new monthly guarantee premium. These changes will not affect the terms or the duration of the rider. The amount you must pay to keep the rider in force will increase or decrease. We can calculate your new monthly guarantee premium as the result of a Policy change, before you make the change. Please contact either your agent or the Administrative Center shown under "Contact Information" on page 5 for this purpose.

- For increases in the specified amount, the new monthly guarantee premium is calculated based on the insured person's age on the effective date of the increase, and the amount of the increase.

- For decreases in the specified amount, the new monthly guarantee premium is adjusted on a pro-rata basis. For instance, if the specified amount is reduced by one-half, the monthly guarantee premium is reduced by one-half.

- For the addition or deletion of any other benefit rider except for the age 100 monthly guarantee premium rider, the monthly guarantee

premium will be increased or decreased by the amount of the charge for the rider.

- For a change in premium class, the new monthly guarantee premium is calculated based on the insured person's attained age and the new premium class.

The monthly guarantee premium requirement must be met each Policy month for the duration of the monthly guarantee premium rider for first 20 years, or the rider will be subject to termination. There is no additional charge for this rider.

- Monthly Guarantee Premium Rider to Age 100. This rider is available to any owner if:

the owner selects the rider when the Policy is issued; and

the owner selects either death benefit Option 1 or 2.

If these conditions are met, we will issue the rider at the owner's request. This rider bears a monthly charge currently beginning with the fourth Policy year. We reserve the right to begin the charge in the first Policy year. The rider provides a guarantee, explained below, which ends no later than the Policy anniversary nearest the insured person's 100th birthday. You may later elect to terminate this rider. If you do so, the charge will cease.

If you have selected this rider, page 3 of your Policy will specify an "Age 100 Monthly Guarantee Premium." The charge for the monthly guarantee premium rider to age 100 is based on the age of the insured person when the Policy is issued and the net amount at risk attributable to the base Policy. You must meet the age 100 monthly guarantee premium requirement each Policy month after the third Policy year in order to keep the rider in force. The monthly charge for the rider ceases when the rider terminates.

Policy months are measured from the "Date of Issue" that will be shown on page 3 of your Policy. On the first day of each Policy month, we determine if the age 100 monthly guarantee premium requirement has been met, as follows:

if the sum of all premiums paid to date, minus withdrawals and minus any outstanding Policy loan amount, equals or exceeds

the sum of all age 100 monthly guarantee premiums, beginning with the date of issue (which includes all Policy months in the first three Policy years when there is no charge for this rider) and including the age 100 monthly guarantee premium for the then-current month, then

you have met the age 100 monthly guarantee premium requirement.

So long as you have met the age 100 monthly guarantee premium requirement, your Policy will not enter a grace period, or terminate (i.e, lapse) because of insufficient cash surrender value. See "Policy Lapse and Reinstatement" on page 53.

If you do not meet the age 100 monthly guarantee premium requirement, we will notify you in writing within 30 days. The monthly guarantee premium rider to age 100 will remain in force during the 61-day period that follows failure to meet the age 100 monthly guarantee premium requirement. The notice will advise you of the amount of premium you must pay to keep the rider from terminating. If you do not pay the amount required to keep the rider in force by the end of the 61-day period, the rider will terminate and cannot be reinstated.

If the monthly guarantee premium rider to age 100 terminates and the cash surrender value is insufficient, the Policy will then lapse unless:

you pay an amount of premium sufficient to keep the Policy from lapsing; or

the Policy remains in force on account of the monthly guarantee premium rider for first 20 years.

However, the monthly guarantee premium rider to age 100 will not be reactivated even if you pay enough premium to keep your Policy from lapsing. The monthly charge for the rider ceases when the rider terminates.

There is an exception to the above requirements to pay the age 100 monthly guarantee premiums. If at any time during the first three Policy years, the age 100 monthly guarantee premium requirements are not met, guarantees under this rider will not be in effect. This will not terminate the rider. Guarantees under this rider will return upon payment of all past due age 100 monthly guarantee premiums during the first three Policy years.

Whenever you increase or decrease your specified amount, change death benefit Option, add or delete another benefit rider or change premium class, we calculate a new age 100 monthly guarantee premium. These changes will not affect the terms or the duration of the rider. The amount you must pay to keep the rider in force will increase or decrease. We can calculate your new age 100 monthly guarantee premium as the result of a Policy change, before you make the change. Please contact either your agent or the Administrative Center shown under "Contact Information" on page 5 for this purpose.

- For increases in the specified amount, the new age 100 monthly guarantee premium is calculated based on the insured person's attained age and amount of the increase.

- For decreases in the specified amount, the new age 100 monthly guarantee premium is adjusted on a pro-rata basis. For instance, if the specified amount is reduced by one-half, the age 100 monthly guarantee premium is reduced by one-half.

- For the addition or deletion of another benefit rider, the age 100 monthly guarantee premium will be increased or decreased by the amount of the charge for the rider.

- For a change in premium class, the new age 100 monthly guarantee premium is calculated based on the insured person's attained age and the new premium class.

The age 100 monthly guarantee premium requirement must be met each Policy month, beginning in the fourth Policy year, for the duration of the monthly guarantee premium rider to age 100, or the rider will be subject to termination. Once terminated, the monthly charge for the rider ceases and the rider cannot be reinstated.

Tax Consequences of Additional Rider Benefits.

Adding or deleting riders, or increasing or decreasing coverage under existing riders can have tax consequences. See "Tax Effects" starting on page 53. You should consult a qualified tax adviser.

POLICY TRANSACTIONS

The following transactions may have different effects on the accumulation value, death benefit, specified amount or cost of insurance. You should consider the net effects before requesting a Policy transaction. See "Policy Features" on page 24. Certain transactions also entail charges. For information regarding other charges, see "Charges Under the Policy" on page 48.

E-Delivery, E-Service, Telephone Transactions and Written Transactions

See page 19 for information regarding E-Delivery, E-Service, telephone transactions and written transactions.

Withdrawing Policy Investments

Full surrender. You may at any time surrender your Policy in full. If you do, we will pay you the accumulation value, less any Policy loans, plus any unearned loan interest, and less any surrender charge that then applies. We call this amount your "cash surrender value." Because of the surrender charge, it is unlikely that a Platinum Investor IV Policy will have any cash surrender value during at least the first year.

Partial surrender. You may, at any time after the first Policy year, make a partial surrender of your Policy's cash surrender value. A partial surrender must be at least $500. We will automatically reduce your Policy's accumulation value by the amount of your withdrawal and any related charges. We do not allow partial surrenders that would reduce the death benefit below $50,000.

If the Option 1 or Option 3 death benefit is then in effect, we also will reduce your Policy's specified amount by the amount of such withdrawal and charges, but not below $0. We will take any such reduction in specified amount in accordance with the description found under "Changing the Specified Amount of Insurance" on page 31. We also deduct any remaining surrender charge that is associated with any portion of your Policy's specified amount that is canceled.

You may choose the investment option or options from which money that you withdraw will be taken. Otherwise, we will allocate the partial surrender in the same proportions as then apply for

deducting monthly charges under your Policy or, if that is not possible, in proportion to the amount of accumulation value you then have in each investment option.

There is a maximum partial surrender processing fee equal to the lesser of 2% of the amount withdrawn or $25 for each partial surrender you make. This charge currently is $10.

Exchange of Policy in certain states. Certain states require that a Policy owner be given the right to exchange the Policy for a fixed benefit life insurance policy, within either 18 or 24 months from the date of issue. This right is subject to various conditions imposed by the states and us. In such states, this right has been more fully described in your Policy or related endorsements to comply with the applicable state requirements.

Policy loans. You may at any time borrow from us an amount up to your Policy's cash surrender value less the interest that will be payable on your loan to your next Policy anniversary. The minimum amount you can borrow is $500 or, if less, your Policy's cash surrender value less the loan interest payable to your next Policy anniversary. These rules are not applicable in all states.

We remove from your investment options an amount equal to your loan and hold that part of your accumulation value in the Fixed Account as collateral for the loan. We will credit your Policy with interest on this collateral amount at a guaranteed annual effective rate of 4.0% (rather than any amount you could otherwise earn in one of our investment options), and we will charge you interest on your loan at an annual effective rate of 4.75%. Loan interest is payable annually, on the Policy anniversary, in advance, at a rate of 4.54%. Any amount not paid by its due date will automatically be added to the loan balance as an additional loan. Interest you pay on Policy loans will not, in most cases, be deductible on your tax returns.

You may choose which of your investment options the loan will be taken from. If you do not so specify, we will allocate the loan in the same way that charges under your Policy are being allocated. If this is not possible, we will make the loan pro-rata from each investment option that you then are using.

You may repay all or part (but not less than $100 unless it is the final payment) of your loan at any time before the death of the insured person while the Policy is in force. You must designate any loan repayment as such. Otherwise, we will treat it as a premium payment instead. Any loan repayments go first to repay all loans that were taken from the Fixed Account. We will invest any additional loan repayments you make in the investment options you request. In the absence of such a request we will invest the repayment in the same proportion as you then have selected for premium payments that we receive from you. Any unpaid loan (increased by any unearned loan interest we may have already charged) will be deducted from the proceeds we pay following the insured person's death.

Preferred loan interest rate. We will charge a lower interest rate on loans available after the first 10 Policy years. We call these "preferred loans." The maximum amount eligible for preferred loans for any year is:

- 10% of your Policy's accumulation value (which includes any loan collateral we are holding for your Policy loans) at the Policy anniversary; or

- if less, your Policy's maximum remaining loan value at that Policy anniversary.

We will always credit your preferred loan collateral amount at a guaranteed annual effective rate of 4.0%. We intend to set the rate of interest you are paying to the same 4.0% rate we credit to your preferred loan collateral amount, resulting in a zero net cost (0.00%) of borrowing for that amount. We have full discretion to vary the rate we charge you, provided that the rate:

- will always be greater than or equal to the guaranteed preferred loan collateral rate of 4.0%, and

- will never exceed an annual effective rate of 4.25%.

Because we first began offering the Policies in the year 2005, we have not yet declared a preferred loan interest rate.

Maturity of your Policy. If the insured person is living on the "Maturity Date" shown on page 3 of your Policy, we will pay you the cash surrender value of the Policy, and the Policy will end. The maturity date can be no later than the Policy anniversary nearest the insured person's 100th birthday, unless you have elected the Maturity Extension Rider. See "Additional Benefit Riders-Riders-Maturity Extension Rider," on page 36.

Tax considerations. Please refer to "Federal Tax Considerations" on page 53 for information about the possible tax consequences to you when you receive any loan, surrender or other funds from your Policy. A Policy loan may cause the Policy to lapse which may result in adverse tax consequences.

POLICY PAYMENTS

Payment Options

The beneficiary will receive the full death benefit proceeds from the Policy as a single sum, unless the beneficiary elects another method of payment within 60 days of the insured person's death. Likewise, the Policy owner will receive the full proceeds that become payable upon full surrender or the maturity date, unless the Policy owner elects another method of payment within 60 days of full surrender or the maturity date.

The payee can elect that all or part of such proceeds be applied to one or more of the following payment options. If the payee dies before all guaranteed payments are paid, the payee's heirs or estate will be paid the remaining payments.

The payee can elect that all or part of such proceeds be applied to one or more of the following payment options:

- Option 1--Equal monthly payments for a specified period of time.

- Option 2--Equal monthly payments of a selected amount of at least $60 per year for each $1,000 of proceeds until all amounts are paid out.

- Option 3--Equal monthly payments for the payee's life, but with payments guaranteed for a specified number of years. These payments are based on annuity rates that are set forth in the Policy or, at the payee's request, the annuity rates that we then are using.

- Option 4--Proceeds left to accumulate at an interest rate of 2% compounded annually for any period up to 30 years. At the payee's request we will make payments to the payee monthly, quarterly, semiannually, or annually. The payee can also request a partial withdrawal of any amount of $500 or more. There is no charge for partial withdrawals.

Additional payment options may also be available with our consent. We have the right to reject any payment option if the payee is a corporation or other entity. You can read more about each of these options in the Policy and in the separate form of payment contract that we issue when any such option takes effect.

Interest rates that we credit under each option will be at least 2%.

Change of payment option. The owner may give us written instructions to change any payment option previously elected at any time while the Policy is in force and before the start date of the payment option.

Tax impact. If a payment option is chosen, you or your beneficiary may have adverse tax consequences. You should consult with a qualified tax adviser before deciding whether to elect one or more payment options.

The Beneficiary

You name your beneficiary when you apply for a Policy. The beneficiary is entitled to the insurance benefits of the Policy. You may change the beneficiary during the lifetime of the insured person unless your previous designation of beneficiary provides otherwise. In this case the previous beneficiary must give us permission to change the beneficiary and then we will accept your instructions. We also require the consent of any irrevocably named beneficiary. A new beneficiary designation is effective as of the date you sign it, but will not affect any payments we may make before we receive it. If no beneficiary is living when the insured person dies, we will pay the insurance proceeds to the owner or the owner's estate.

Assignment of a Policy

You may assign (transfer) your rights in a Policy to someone else as collateral for a loan or for some other reason. We will not be bound by an assignment unless it is received in writing. You must provide us with two copies of the assignment. We are not responsible for any payment we make or any action we take before we receive a complete notice of the assignment in good order. We are also not responsible for the validity of the assignment. An absolute assignment is a change of ownership. Because there may be unfavorable tax consequences, including recognition of taxable income and the loss of income tax-free treatment for any death benefit payable to the beneficiary, you should consult a qualified tax adviser before making an assignment.

Payment of Proceeds

General. We will pay any death benefit, maturity benefit, cash surrender value or loan proceeds within seven days after we receive the last required form or request (and any other documents that may be required for payment of a death benefit). If we do not have information about the desired manner of payment within 60 days after the date we receive notification of the insured person's death, we will pay the proceeds as a single sum, normally within seven days thereafter.

Delay of Fixed Account proceeds. We have the right, however, to defer payment or transfers of amounts out of the Fixed Account for up to six months. If we delay more than 30 days in paying you such amounts, we will pay interest of at least 3% a year from the date we receive all items we require to make the payment.

Delay for check clearance. We reserve the right to defer payment of that portion of your accumulation value that is attributable to a payment made by check for a reasonable period of time (not to exceed 15 days) to allow the check to clear the banking system.

Delay of Separate Account VL-R proceeds. We reserve the right to defer computation of values and payment of any death benefit, loan or other distribution that comes from that portion of your accumulation value that is allocated to Separate Account VL-R, if:

- the NYSE is closed other than weekend and holiday closings;
- trading on the NYSE is restricted;
- an emergency exists as determined by the SEC or other appropriate regulatory authority, such that disposal of securities or determination of the accumulation value is not reasonably practicable; or
- the SEC by order so permits for the protection of Policy owners.

Transfers and allocations of accumulation value among the investment options may also be postponed under these circumstances. If we need to defer calculation of Separate Account VL-R values for any of the foregoing reasons, all delayed transactions will be processed at the next values that we do compute.

Delay to challenge coverage. We may challenge the validity of your insurance Policy based on any material misstatements in your application or any application for a change in coverage. However,

- We cannot challenge the Policy after it has been in effect, during the insured person's lifetime, for two years from the date the Policy was issued or restored after termination.

  (Some states may require that we measure this time in another way. Some states may also require that we calculate the amount we are required to pay in another way.)

- We cannot challenge any Policy change that requires evidence of insurability (such as an increase in specified amount) after the change has been in effect for two years during the insured person's lifetime.

- We cannot challenge an additional benefit rider that provides benefits if the insured person becomes totally disabled, after two years from the later of the Policy's date of issue or the date the additional benefit rider becomes effective.

Delay required under applicable law. We may be required under applicable law to block a request for transfer or payment, including a Policy loan request, under a Policy until we receive instructions from the appropriate regulator.

ADDITIONAL RIGHTS THAT WE HAVE

We have the right at any time to:

- transfer the entire balance in an investment option in accordance with any transfer request you make that would reduce your accumulation value for that option to below $500;

- transfer the entire balance in proportion to any other investment options you then are using, if the accumulation value in an investment option is below $500 for any other reason;

- end the automatic rebalancing feature if your accumulation value falls below $5,000;

- replace the underlying Fund that any investment option uses with another Fund, subject to SEC and other required regulatory approvals;

- add, delete or limit investment options, combine two or more investment options, or withdraw assets relating to the Policies from one investment option and put them into another, subject to SEC and other required regulatory approvals;

- operate Separate Account VL-R under the direction of a committee or discharge such a committee at any time;

- operate Separate Account VL-R, or one or more investment options, in any other form the law allows, including a form that allows us to make direct investments. Separate Account VL-R may be charged an advisory fee if its investments are made directly rather than through another investment company. In that case, we may make any legal investments we wish; or

- make other changes in the Policy that in our judgment are necessary or appropriate to ensure that the Policy continues to qualify for tax treatment as life insurance, or that do not reduce any cash surrender value, death benefit, accumulation value, or other accrued rights or benefits.

We also have the right to make some variations in the terms and conditions of a Policy. Any variations will be made only in accordance with uniform rules that we establish. Here are the potential variations:

Underwriting and premium classes. We currently have nine premium classes we use to decide how much the monthly insurance charges under any particular Policy will be:

- Four Non-tobacco classes: preferred plus, preferred, standard and special;

- Three Tobacco classes: preferred, standard and special; and

- Two Juvenile classes: juvenile and special juvenile.

Various factors such as the insured person's age, health history, occupation and history of tobacco use, are used in considering the appropriate premium class for the insured. Premium classes are described in your Policy.

Policies purchased through "internal rollovers". We maintain published rules that describe the procedures necessary to replace life insurance policies we have issued. Not all types of other insurance are eligible to be replaced with a Policy. Our published rules may be changed from time to time, but are evenly applied to all our customers.

State law requirements. AGL is subject to the insurance laws and regulations in every jurisdiction in which the Policies are sold. As a result, various time periods and other terms and conditions described in this prospectus may vary depending on where you reside. These variations will be reflected in your Policy and related endorsements.

Variations in expenses or risks. AGL may vary the charges and other terms within the limits of the Policy where special circumstances result in sales, administrative or other expenses, mortality risks or other risks that are different from those normally associated with the Policy.

You will be notified as required by law if there are any material changes in the underlying investments of an investment option that you are using. We intend to comply with all applicable laws in making any changes and, if necessary, we will seek Policy owner approval and SEC and other regulatory approvals.

CHARGES UNDER THE POLICY

Premium tax charge. Unless your Policy was issued in Oregon, we deduct from each premium a charge for the tax that is then applicable to us in your state or other jurisdiction. These taxes, if any, currently range in the United States from 0.75% to 3.5%. Please let us know if you move to another jurisdiction, so we can adjust this charge if required. You are not permitted to deduct the amount of these taxes on your income tax return. We use this charge to offset our obligation to pay premium tax on the Policies.

Tax charge back. If you are a resident of Oregon at the time you purchase a Policy, there is no premium tax charge. Instead, we will deduct from each premium a tax charge back that is permissible under Oregon law. If you later move from Oregon to a state that has a premium tax, we will not charge you a premium tax. We deduct the tax charge back from each premium you pay, regardless of the state in which you reside at the time you pay the premium. The current tax charge back is 2% of each premium. We may change the tax charge back amount but any change will only apply to new Policies we issue. We use the charge partly to offset our obligation to pay premium taxes on the same Policy if you move to another state. We also use the charge to pay for the cost of additional administrative services we provide under these Policies.

Premium expense charge. After we deduct premium tax (or a tax charge back if we issued your Policy in Oregon) from each premium payment, we currently deduct 5.0% from the remaining amount. We may increase this charge for all years, but it is guaranteed never to exceed 7.5%. AGL receives this charge to cover sales expenses, including commissions.

Daily charge (mortality and expense risk fee). We will deduct a daily charge at an annual effective rate of 0.70% (7/10 of 1%) of your accumulation value that is then being invested in any of the variable investment options. After a Policy has been in effect for 10 years, however, we will reduce this rate to an annual effective rate of 0.35%, and after 20 years, to an annual effective rate of 0.00%. We guarantee these rate reductions through the Policy's first 20 years. We reserve the right after 20 years to assess up to an annual effective rate of 0.10%. Since the Policies were first offered only in the year

2005, the reduction has not yet taken effect under any outstanding Policies. Policies issued in Maryland refer to this charge as an "account value charge." AGL receives this charge to pay for our mortality and expense risks.

Flat monthly charge. We will deduct $6 from your accumulation value each month. We may lower this charge but it is guaranteed to never exceed $6. The flat monthly charge is the "Monthly Administration Fee" shown on page 3A of your Policy. AGL receives this charge to pay for the cost of administrative services we provide under the Policies, such as regulatory mailings and responding to Policy owners' requests.

Monthly charge per $1,000 of specified amount. The Policies have a monthly expense per $1,000 of specified amount which will be deducted during the first five Policy years and during the first five years following any increase in specified amount. This charge varies according to the age, gender and premium class of the insured person, as well as the amount of coverage. The dollar amount of this charge changes with each increase in your Policy's specified amount. (We describe your specified amount under "Your specified amount of insurance" on page 24.) This charge can range from a maximum of $1.61 for each $1000 of specified amount to a minimum of $0.05 for each $1000 of specified amount. The representative charge (referred to as "Example" in the Tables of Charges on page 14) is $0.18 for each $1000 of specified amount. The initial amount of this charge is shown on page 3A of your Policy and is called "Monthly Expense Charge for the First Five Years." AGL receives this charge to pay for underwriting costs and other costs of issuing the Policies, and also to help pay for the administrative services we provide under the Policies.

Monthly insurance charge. Every month we will deduct from your accumulation value a charge based on the cost of insurance rates applicable to your Policy on the date of the deduction and our "net amount at risk" on that date. Our net amount at risk is the difference between (a) the death benefit that would be payable before reduction by policy loans if the insured person died on that date and (b) the then total accumulation value under the Policy. For otherwise identical Policies:

- greater amounts at risk result in a higher monthly insurance charge; and

- higher cost of insurance rates also result in a higher monthly insurance charge.

Keep in mind that investment performance of the investment options in which you have accumulation value will affect the total amount of your accumulation value. Therefore your monthly insurance charge can be greater or less, depending on investment performance.

Our cost of insurance rates are guaranteed not to exceed those that will be specified in your Policy. Our current rates are lower than the guaranteed maximum rates for insured persons in most age, gender and premium classes, although we have the right at any time to raise these rates to not more than the guaranteed maximum.

In general the longer you own your Policy, the higher the cost of insurance rate will be as the insured person grows older. Also our cost of insurance rates will generally be lower if the insured person is a female than if a male. Similarly, our current cost of insurance rates are generally lower for non-tobacco users than tobacco users, and for persons considered to be in excellent health. On the other hand, insured persons who present particular health, occupational or non-work related risks may require higher cost of insurance rates and other additional charges based on the specified amount of insurance coverage under their Policies.

Finally, our current cost of insurance rates for the same insured person differ depending on the specified amount in force on the day the charge is deducted. We have different rates we apply for specified amounts. The highest rates begin with the minimum specified amount. The rates decline on a graduated schedule as the specified amount increases. Your agent can discuss the schedule with you. Our cost of insurance rates are generally higher under a Policy that has been in force for some period of time than they would be under an otherwise identical Policy purchased more recently on the same insured person.

AGL receives this charge to fund the death benefits we pay under the Policies.

Monthly charges for additional benefit riders. We will deduct charges monthly from your accumulation value, if you select additional benefit riders. The charges for any rider you select will vary by Policy within a range based on either the personal characteristics of the insured person or the specific coverage you choose under the rider. The riders we currently offer are accidental death benefit rider, children's insurance benefit rider, two versions of maturity extension rider, spouse term rider, terminal illness rider and waiver of monthly deduction rider. The riders are described beginning on page 36, under "Additional Benefit Riders." The specific charges for any riders you choose are shown on page 3 of your Policy. AGL receives these charges to pay for the benefits under the riders and to help offset the risks we assume.

Surrender charge. The Policies have a surrender charge that applies for a maximum of the first 10 Policy years (and for a maximum of the first 10 Policy years after any increase in the Policy's specified amount).

The amount of the surrender charge depends on the Policy year and the age and sex of the insured person. Your Policy's surrender charge will be found in the table beginning on page 26 of your Policy. As shown in the Tables of Charges on page 12, the maximum surrender charge is $49.00 per $1,000 of specified amount (or any increase in the specified amount). The minimum surrender charge is $3.00 per $1,000 of specified amount (or any increase in specified amount). The representative surrender charge (referred to as "Example" in the Tables of Charges) is $16.00 per $1,000 of specified amount (or any increase in specified amount).

The surrender charge decreases on an annual basis until, in the eleventh year, it is zero. These decreases are also based on the Policy year and the age and sex of the insured person.

The following chart illustrates how the surrender charge declines over the first 10 Policy years. The chart is for a 38 year old male, who is the same person to whom we refer in the Tables of Charges beginning on page 11 under "Example Charge." Surrender charges may differ for other insured persons because the amount of the annual reduction in the surrender charge may differ.

Surrender Charge for a 38 Year Old Male

Policy Year	1	2	3	4	5	6	7	8	9	10	11
Surrender Charge Per $1,000 of Specified Amount	$16.00	$16.00	$16.00	$14.00	$12.00	$10.00	$8.00	$6.00	$4.00	$2.00	$0.00

We will deduct the entire amount of any then applicable surrender charge from the accumulation value at the time of a full surrender. Upon a requested decrease in a Policy's specified amount, we will

deduct any remaining amount of the surrender charge that was associated with the specified amount that is canceled. This includes any decrease that results from any requested partial surrender. See "Partial surrender" beginning on page 42 and "Change of death benefit option" beginning on page 32.

For those Policies that lapse in the first 10 Policy years, AGL receives surrender charges to help recover sales expenses. The older and the greater health risk the insured person is when the Policy is issued, the more premium we need to pay for all Policy charges. As a result, we use the insured person's age and sex to help determine the appropriate rate of surrender charge per $1,000 of specified amount to help us offset these higher sales charges.

Partial surrender processing fee. We will charge a maximum fee equal to the lesser of 2% of the amount withdrawn or $25 for each partial surrender you make. This charge is currently $10. AGL receives this charge to help pay for the expense of making a partial surrender.

Transfer fee. We will charge a $25 transfer fee for each transfer between investment options that exceeds 12 each Policy Year. This charge will be deducted from the investment options in the same ratio as the requested transfer. AGL receives this charge to help pay for the expense of making the requested transfer.

Illustrations. If you request illustrations more than once in any Policy year, we may charge a maximum fee of $25 for the illustration. AGL receives this charge to help pay for the expenses of providing additional illustrations.

Policy loans. We will charge you interest on any loan at an annual effective rate of 4.75%. The loan interest charged on a preferred loan (available after the first 10 Policy years) will never exceed an annual effective rate of 4.25%. AGL receives these charges to help pay for the expenses of administering and providing for Policy loans. See "Policy loans" beginning on page 43.

Charge for taxes. We can adjust charges in the future on account of taxes we incur or reserves we set aside for taxes in connection with the Policies. This would reduce the investment experience of your accumulation value. In no event will any adjusted charge exceed the maximum guaranteed charge shown in the Tables of Charges on pages 11 - 17. All maximum guaranteed charges also appear in your Policy.

For a further discussion regarding these charges we will deduct from your investment in a Policy, see "More About Policy Charges" on page 51.

Allocation of charges. You may choose the investment options from which we deduct all monthly charges and any applicable surrender charges. If you do not have enough accumulation value in those investment options, we will deduct these charges in the same ratio the charges bear to the unloaned accumulation value you then have in each investment option.

More About Policy Charges

Purpose of our charges. The charges under the Policy are designed to cover, in total, our direct and indirect costs of selling, administering and providing benefits under the Policy. They are also designed, in total, to compensate us for the risks we assume and services that we provide under the Policy. These include:

- mortality risks (such as the risk that insured persons will, on average, die before we expect, thereby increasing the amount of claims we must pay);

- sales risks (such as the risk that the number of Policies we sell and the premiums we receive net of withdrawals, are less than we expect, thereby depriving us of expected economies of scale);

- regulatory risks (such as the risk that tax or other regulations may be changed in ways adverse to issuers of variable life insurance policies); and

- expense risks (such as the risk that the costs of administrative services that the Policy requires us to provide will exceed what we currently project).

The current monthly insurance charge has been designed primarily to provide funds out of which we can make payments of death benefits under the Policy as the insured person dies.

General. If the charges that we collect from the Policies exceed our total costs in connection with the Policies, we will earn a profit. Otherwise we will incur a loss. We reserve the right to increase the charges to the maximum amounts on Policies issued in the future.

Although the paragraphs above describe the primary purposes for which charges under the Policies have been designed, these purposes are subject to considerable change over the life of a Policy. We can retain or use the revenues from any charge for any purpose.

ACCUMULATION VALUE

Your accumulation value. From each premium payment you make, we deduct the charges that we describe on page 48 under "Premium tax charge" (or "Tax charge back" if you are a resident of Oregon when you purchase your Policy) and "Other deductions from each premium payment." We invest the rest in one or more of the investment options listed in the chart on page 20 of this prospectus. We call the amount that is at any time invested under your Policy (including any loan collateral we are holding for your Policy loans) your "accumulation value."

Your investment options. We invest the accumulation value that you have allocated to any variable investment option in shares of a corresponding Fund. Over time, your accumulation value in any such investment option will increase or decrease in accordance with the investment experience of the Fund. Your accumulation value will also be reduced by Fund charges and certain other charges that we deduct from your Policy. We describe these charges beginning on page 48 under "Charges Under the Policy."

You can review other important information about the Funds that you can choose in the separate prospectuses for those Funds. You can request additional free copies of these prospectuses from your AGL representative or from the Administrative Center. See "Contact Information" on page 5.

We invest any accumulation value you have allocated to the Fixed Account as part of our general assets. We credit interest on that accumulation value at a rate which we declare from time to time. We guarantee that the interest will be credited at an annual effective rate of at least 3%. Although this interest increases the amount of any accumulation value that you have in the Fixed Account, such accumulation value will also be reduced by any charges that are allocated to this option under the

procedures described under "Allocation of charges" on page 51. The "daily charge" described on page 48 and the fees and expenses of the Funds discussed on page 17 do not apply to the Fixed Account.

Policies are "non-participating." You will not be entitled to any dividends from AGL.

POLICY LAPSE AND REINSTATEMENT

While either of the guarantee period benefit riders (discussed on page 38 under "Monthly Guarantee Premium Rider for First 20 Years" and on page 40 under "Monthly Guarantee Premium Rider to Age 100") is in force, your Policy will not enter a grace period or terminate. You must, however, pay the monthly guarantee premiums under the monthly guarantee premium rider for first 20 years, or the age 100 monthly guarantee premiums under the monthly guarantee premium rider to age 100. You cannot reinstate the monthly guarantee premium rider for first 20 years or the monthly guarantee premium rider to age 100 once coverage expires or terminates for any reason. After these riders expire or terminate, if your Policy's cash surrender value (the Policy's accumulation value less Policy loans and loan interest during the first five Policy years) falls to an amount insufficient to cover the monthly charges, we will notify you by letter that you have 61 days from the due date of the premium to pay the necessary charges to avoid lapse of the Policy. You are not required to repay any outstanding Policy loan in order to reinstate your Policy. If the insured person dies during the grace period we will pay the death benefit reduced by the charges that are owed at the time of death. The grace period begins with the first day of the Policy month for which all charges could not be paid. If we do not receive your payment by the end of the grace period, your Policy and all riders will end without value and all coverage under your Policy will cease. Although you can apply to have your Policy "reinstated," you must do this within five years (or, if earlier, before the Policy's maturity date), and you must present evidence that the insured person still meets our requirements for issuing coverage. You will find additional information in the Policy about the values and terms of the Policy after it is reinstated.

FEDERAL TAX CONSIDERATIONS

Generally, the death benefit paid under a Policy is not subject to income tax, and earnings on your accumulation value are not subject to income tax as long as we do not pay them out to you. If we do pay any amount of your Policy's accumulation value upon surrender, partial surrender, or maturity of your Policy, all or part of that distribution may be treated as a return of the premiums you paid, which is not subject to income tax.

Amounts you receive as Policy loans are not taxable to you, unless you have paid such a large amount of premiums that your Policy becomes what the tax law calls a "modified endowment contract." In that case, the loan will be taxed as if it were a partial surrender. Furthermore, loans, partial surrenders and other distributions from a modified endowment contract may require you to pay additional taxes and penalties that otherwise would not apply. If your Policy lapses, you may have to pay income tax on a portion of any outstanding loan.

Tax Effects

This discussion is based on current federal income tax law and interpretations. It assumes that the policy owner is a natural person who is a U.S. citizen and resident. The consequences for corporate taxpayers, non-U.S. residents or non-U.S. citizens, may be different. The following discussion of federal income tax treatment is general in nature and is not intended as tax advice. You should consult with a

competent tax adviser to determine the specific federal tax treatment of your Policy based on your individual factual situation.

General. The Policy will be treated as "life insurance" for federal income tax purposes (a) if it meets the definition of life insurance under Section 7702 of the Code and (b) for as long as the investments made by the underlying Funds satisfy certain investment diversification requirements under Section 817(h) of the Code. We believe that the Policy will meet these requirements at issue and that:

- the death benefit received by the beneficiary under your Policy will generally not be subject to federal income tax; and

- increases in your Policy's accumulation value as a result of interest or investment experience will not be subject to federal income tax unless and until there is a distribution from your Policy, such as a surrender or a partial surrender.

The federal income tax consequences of a distribution from your Policy can be affected by whether your Policy is determined to be a "modified endowment contract," explained in the following discussion. In all cases, however, the character of all income that is described as taxable to the payee will be ordinary income (as opposed to capital gain).

Testing for modified endowment contract status. The Code provides for a "seven-pay test." This test determines if your Policy will be a "modified endowment contract."

If, at any time during the first seven Policy years:

- you have paid a cumulative amount of premiums;

- the cumulative amount exceeds the premiums you would have paid by the same time under a similar fixed-benefit life insurance policy; and

- the fixed benefit policy was designed (based on certain assumptions mandated under the Code) to provide for paid-up future benefits ("paid-up" means no future premium payments are required) after the payment of seven level annual premiums;

then your Policy will be a modified endowment contract.

Whenever there is a "material change" under a policy, the policy will generally be (a) treated as a new contract for purposes of determining whether the policy is a modified endowment contract and (b) subjected to a new seven-pay period and a new seven-pay limit. The new seven-pay limit would be determined taking into account, under a prescribed formula, the accumulation value of the policy at the time of such change. A materially changed policy would be considered a modified endowment contract if it failed to satisfy the new seven-pay limit at any time during the new seven-pay period. A "material change" for these purposes could occur as a result of a change in death benefit option. A material change will occur as a result of an increase in your Policy's specified amount, and certain other changes.

If your Policy's benefits are reduced during the first seven Policy years (or within seven years after a material change), the calculated seven-pay premium limit will be redetermined based on the reduced level of benefits and applied retroactively for purposes of the seven-pay test. (Such a reduction

in benefits could include, for example, a decrease in the specified amount that you request or that results from a partial surrender). If the premiums previously paid are greater than the recalculated seven-payment premium level limit, the Policy will become a modified endowment contract.

We will monitor your Policy and attempt to notify you on a timely basis to prevent additional premium payments from causing your Policy to become a modified endowment contract.

A life insurance policy that is received in a tax free 1035 exchange for a modified endowment contract will also be considered a modified endowment contract.

Other effects of Policy changes. Changes made to your Policy (for example, a decrease in specified amount that you request or that results from a partial surrender that you request) may also have other effects on your Policy. Such effects may include impacting the maximum amount of premiums that can be paid under your Policy, as well as the maximum amount of accumulation value that may be maintained under your Policy.

Rider benefits. We believe that premium payments and any benefits or other benefits to be paid under any rider you may purchase under your Policy will not disqualify your Policy as life insurance for tax purposes. However, the tax law related to rider benefits is complex and some uncertainty exists. You should consult a qualified tax adviser regarding any rider you may purchase.

Taxation of pre-death distributions if your Policy is not a modified endowment contract. As long as your Policy remains in force during the insured person's lifetime and not as a modified endowment contract, a Policy loan will be treated as indebtedness, and no part of the loan proceeds will be subject to current federal income tax. Interest on the Policy loan generally will not be tax deductible.

After the first 15 Policy years, the proceeds from a partial surrender will not be subject to federal income tax except to the extent such proceeds exceed your "basis" in your Policy. (Your basis generally will equal the premiums you have paid, less the amount of any previous distributions from your Policy that were not taxable.) During the first 15 Policy years, however, the proceeds from a partial surrender could be subject to federal income tax, under a complex formula, to the extent that your accumulation value exceeds your basis in your Policy.

On the maturity date or upon full surrender, any excess in the amount of proceeds we pay (including amounts we use to discharge any Policy loan) over your basis in the Policy, will be subject to federal income tax. In addition, if a Policy ends after a grace period while there is a Policy loan, the cancellation of such loan and any accrued loan interest will be treated as a distribution and could be subject to federal income tax under the above rules. Finally, if you make an assignment of rights or benefits under your Policy you may be deemed to have received a distribution from your Policy, all or part of which may be taxable.

Taxation of pre-death distributions if your Policy is a modified endowment contract. If your Policy is a modified endowment contract, any distribution from your Policy while the insured person is still living will be taxed on an "income-first" basis. Distributions:

- include loans (including any increase in the loan amount to pay interest on an existing loan, or an assignment or pledge to secure a loan) and partial surrenders;

- will be considered taxable income to you to the extent your accumulation value exceeds your basis in the Policy; and

- have their taxability determined by aggregating all modified endowment contracts issued by the same insurer (or its affiliates) to the same owner (excluding certain qualified plans) during any calendar year.

For modified endowment contracts, your basis:

- is similar to the basis described above for other policies; and

- will be increased by the amount of any prior loan under your Policy that was considered taxable income to you.

A 10% penalty tax also will apply to the taxable portion of most distributions from a policy that is a modified endowment contract. The penalty tax will not, however, apply:

- to taxpayers 59 1/2years of age or older;

- in the case of a disability (as defined in the Code); or

- to distributions received as part of a series of substantially equal periodic annuity payments for the life (or life expectancy) of the taxpayer or the joint lives (or joint life expectancies) of the taxpayer and his or her beneficiary.

If your Policy ends after a grace period while there is a Policy loan, the cancellation of the loan will be treated as a distribution to the extent not previously treated as such and could be subject to tax, including the 10% penalty tax, as described above. In addition, on the maturity date or upon a full surrender, any excess of the proceeds we pay (including any amounts we use to discharge any Policy loan) over your basis in the Policy, will be subject to federal income tax and, unless one of the above exceptions applies, the 10% penalty tax.

Distributions that occur during a Policy year in which your Policy becomes a modified endowment contract, and during any subsequent Policy years, will be taxed as described in the two preceding paragraphs. In addition, distributions from a policy within two years before it becomes a modified endowment contract also will be subject to tax in this manner. This means that a distribution made from a policy that is not a modified endowment contract could later become taxable as a distribution from a modified endowment contract.

Policy lapses and reinstatements. A Policy which has lapsed may have the tax consequences described above, even though you may be able to reinstate that Policy. For tax purposes, some reinstatements may be treated as the purchase of a new insurance contract.

Diversification and investor control. Under Section 817(h) of the Code, the Treasury Department has issued regulations that implement investment diversification requirements. Our failure to comply with these regulations would disqualify your Policy as a life insurance policy under Section 7702 of the Code. If this were to occur, you would be subject to federal income tax on the income under the Policy for the period of the disqualification and for subsequent periods. Also, if the insured person died during such period of disqualification or subsequent periods, a portion of the death

benefit proceeds would be taxable to the beneficiary. Separate Account VL-R, through the Funds, intends to comply with these requirements. Although we do not have direct control over the investments or activities of the Funds, we will enter into agreements with them requiring the Funds to comply with the diversification requirements of the Section 817(h) Treasury Regulations.

The Treasury Department has stated that it anticipates the issuance of guidelines prescribing the circumstances in which the ability of a policy owner to direct his or her investment to particular Funds within Separate Account VL-R may cause the policy owner, rather than the insurance company, to be treated as the owner of the assets in the account. Due to the lack of specific guidance on investor control, there is some uncertainty about when a policy owner is considered the owner of the assets for tax purposes. If you were considered the owner of the assets of Separate Account VL-R, income and gains from the account would be included in your gross income for federal income tax purposes. Under current law, however, we believe that AGL, and not the owner of a Policy, would be considered the owner of the assets of Separate Account VL-R.

Estate and generation skipping taxes. If the insured person is the Policy's owner, the death benefit under the Policy will generally be includable in the owner's estate for purposes of federal estate tax. If the owner is not the insured person, under certain conditions, only an amount approximately equal to the cash surrender value of the Policy would be includable. In addition, an unlimited marital deduction may be available for federal estate tax purposes. The federal estate tax is integrated with the federal gift tax under a unified rate schedule.

The enactment of the Economic Growth and Tax Relief Reconciliation Act of 2001 (P.L. 107-16) (the "2001 Act") brought significant change to the transfer tax system, the most notable being the repeal of the estate and generation-skipping transfer (GST) taxes in 2010. Prior to repeal, a number of modifications are made to the maximum estate tax rate and the estate and gift tax applicable exclusion amounts. The 2001 Act increases the estate tax applicable exclusion amount to $1.5 million for decedents dying in 2005. In order to comply with the Congressional Budget Act of 1974, the 2001 Act provides that all provisions of, and amendments made by, the 2001 Act will not apply to estates of decedents dying, gifts made, or generation-skipping transfers, after December 31, 2010. Unless Congress acts affirmatively in the interim, the Code will thereafter be applied and administered as if these provisions had not been enacted.

As a general rule, if a "transfer" is made to a person two or more generations younger than the Policy's owner, a generation skipping tax may be payable at rates similar to the maximum estate tax rate in effect at the time. The generation skipping tax provisions generally apply to "transfers" that would be subject to the gift and estate tax rules. Individuals are generally allowed an aggregate generation skipping tax exemption of $1.5 million in 2005. Because these rules are complex, you should consult with a qualified tax adviser for specific information, especially where benefits are passing to younger generations.

The particular situation of each Policy owner, insured person or beneficiary will determine how ownership or receipt of Policy proceeds will be treated for purposes of federal estate and generation skipping taxes, as well as state and local estate, inheritance and other taxes.

Life insurance in split dollar arrangements. The IRS and Treasury issued final regulations on split dollar life insurance arrangements September 11, 2003. The final regulations substantially adopted prior proposed regulations.

In general, a split dollar insurance arrangement involves two parties agreeing to split the premium and/or benefits of a life insurance policy. These arrangements are often used as a type of employee compensation or for making gifts among family members. The regulations provide two mutually exclusive regimes for taxing split dollar life insurance arrangements: the "economic benefit" regime and the "loan" regime. The economic benefit regime, under which the non-owner of the policy is treated as receiving certain economic benefits from its owner, applies to endorsement arrangements and most non-equity split dollar life insurance arrangements. The loan regime applies to collateral assignment arrangements and other arrangements in which the non-owner could be treated as loaning amounts to the owner. These final regulations apply to any split dollar life insurance arrangement entered into after September 17, 2003. Additionally, these regulations apply to any split dollar life insurance arrangements entered into before September 17, 2003, if the arrangement is materially modified after September 17, 2003.

In addition, it should be noted that split dollar arrangements characterized as loans for tax purposes may be affected by the Corporate Responsibility Act of 2002 also referred to as the Sarbanes-Oxley Act of 2002 (the "Act"). The Act prohibits loans from companies publicly traded in the United States to their executives and officers. The status of split dollar arrangement under the Act is uncertain, in part because the SEC may view the tax treatment of such arrangements as instructive.

Purchasers of life insurance policies are strongly advised to consult with a qualified tax adviser to determine the tax treatment resulting from a split dollar arrangement.

Pension and profit-sharing plans. If a life insurance policy is purchased by a trust or other entity that forms part of a pension or profit-sharing plan qualified under Section 401(a) of the Code for the benefit of participants covered under the plan, the federal income tax treatment of such policies will be somewhat different from that described above.

The reasonable net premium cost for such amount of insurance that is purchased as part of a pension or profit-sharing plan is required to be included annually in the plan participant's gross income. This cost (generally referred to as the "P.S. 58" cost) is reported to the participant annually. If the plan participant dies while covered by the plan and the policy proceeds are paid to the participant's beneficiary, then the excess of the death benefit over the policy's accumulation value will not be subject to federal income tax. However, the policy's accumulation value will generally be taxable to the extent it exceeds the participant's cost basis in the policy. The participant's cost basis will generally include the costs of insurance previously reported as income to the participant. Special rules may apply if the participant had borrowed from the policy or was an owner-employee under the plan. The rules for determining "P.S. 58" costs are currently provided under Notice 2002-8, I.R.B. 2002-4.

There are limits on the amounts of life insurance that may be purchased on behalf of a participant in a pension or profit-sharing plan. Complex rules, in addition to those discussed above, apply whenever life insurance is purchased by a tax qualified plan. You should consult a qualified tax adviser.

Other employee benefit programs. Complex rules may also apply when a policy is held by an employer or a trust, or acquired by an employee, in connection with the provision of other employee benefits. These policy owners must consider whether the policy was applied for by or issued to a person having an insurable interest under applicable state law and with the insured person's consent. The lack of an insurable interest or consent may, among other things, affect the qualification of the policy as life insurance for federal income tax purposes and the right of the beneficiary to receive a death benefit.

ERISA. Employers and employer-created trusts may be subject to reporting, disclosure and fiduciary obligations under the Employee Retirement Income Security Act of 1974, as amended. You should consult a qualified legal adviser.

Our taxes. We report the operations of Separate Account VL-R in our federal income tax return, but we currently pay no income tax on Separate Account VL-R's investment income and capital gains, because these items are, for tax purposes, reflected in our variable universal life insurance policy reserves. We currently make no charge to any Separate Account VL-R division for taxes. We reserve the right to make a charge in the future for taxes incurred; for example, a charge to Separate Account VL-R for income taxes we incur that are allocable to the Policy.

We may have to pay state, local or other taxes in addition to applicable taxes based on premiums. At present, these taxes are not substantial. If they increase, we may make charges for such taxes when they are attributable to Separate Account VL-R or allocable to the Policy.

Certain Funds in which your accumulation value is invested may elect to pass through to AGL taxes withheld by foreign taxing jurisdictions on foreign source income. Such an election will result in additional taxable income and income tax to AGL. The amount of additional income tax, however, may be more than offset by credits for the foreign taxes withheld which are also passed through. These credits may provide a benefit to AGL.

When we withhold income taxes. Generally, unless you provide us with an election to the contrary before we make the distribution, we are required to withhold income tax from any proceeds we distribute as part of a taxable transaction under your Policy. In some cases, where generation skipping taxes may apply, we may also be required to withhold for such taxes unless we are provided satisfactory written notification that no such taxes are due.

In the case of non-resident aliens who own a Policy, the withholding rules may be different. With respect to distributions from modified endowment contracts, non-resident aliens are generally subject to federal income tax withholding at a statutory rate of of the distributed amount. In some cases, the non-resident alien may be subject to lower or even no withholding if the United

States has entered into a tax treaty with his or her country of residence.

Tax changes. The U.S. Congress frequently considers legislation that, if enacted, could change the tax treatment of life insurance policies. In addition, the Treasury Department may amend existing regulations, issue regulations on the qualification of life insurance and modified endowment contracts, or adopt new interpretations of existing law. State and local tax law or, if you are not a U.S. citizen and resident, foreign tax law, may also affect the tax consequences to you, the insured person or your beneficiary, and are subject to change. Any changes in federal, state, local or foreign tax law or interpretation could have a retroactive effect. We suggest you consult a qualified tax adviser.

LEGAL PROCEEDINGS

AGL is a party to various lawsuits and proceedings arising in the ordinary course of business. Many of these lawsuits and proceedings arise in jurisdictions that permit damage awards disproportionate to the actual damages incurred. Based upon information presently available, AGL believes that the total amounts that will ultimately be paid, if any, arising from these lawsuits and proceedings will not have a material adverse effect on AGL's results of operations and financial position.

The principal underwriter and distributor of the Policies, American General Equity Services Corporation ("AGESC"), offered general securities prior to October 1, 2002. As a consequence, AGESC is engaged in certain legal matters related to its previous line of business. AGESC believes that none of these legal matters are of any materiality. More information about AGESC can be found in the SAI.

FINANCIAL STATEMENTS

The Financial Statements of AGL and the Separate Account can be found in the SAI. Please see the back cover of this prospectus for information on how to obtain a copy of the SAI.

This index should help you to locate more information about some of the terms and phrases used in this prospectus.

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THIS DOCUMENT IS NOT PART OF ANY PROSPECTUS.

[LOGO] AIG AMERICAN GENERAL Privacy Notice

AIG American General knows that your privacy is important. You have received this notice as required by law and because you are now or may be a customer of one of our companies. This notice will advise you of the types of Nonpublic Personal Information we collect, how we use it, and what we do to protect your privacy.

"Nonpublic Personal Information" refers to personally identifiable information that is not available to the public.

"Employees, Representatives, Agents, and Selected Third Parties" refers to individuals or entities who act on our behalf.

- Our Employees, Representatives, Agents, and Selected Third Parties may collect Nonpublic Personal Information about you, including information:
    - Given to us on applications or other forms;
    - About transactions with us, our affiliates, or third parties;
    - From others, such as credit reporting agencies, employers, and federal and state agencies.
- The types of Nonpublic Personal Information we collect depends on the products we offer to you and may include your: name; address; Social

Security Number; account balances; income; assets; insurance premiums; coverage and beneficiaries; credit reports; marital status; and payment history. We may also collect Nonpublic Personal Health Information, such as medical reports, to underwrite insurance policies, process claims, or for other related functions.

- We restrict access to Nonpublic Personal Information to those Employees, Representatives, Agents, or Selected Third Parties who provide products or services to you and who have been trained to handle Nonpublic Personal Information as described in this Notice.

- We have policies and procedures that direct our Employees, Representatives, Agents and Selected Third Parties acting for us, on how to protect and use Nonpublic Personal Information.

- We have physical, electronic, and procedural safeguards in place that were designed to protect Nonpublic Personal Information.

- We do not share Nonpublic Personal Information about you except as allowed by law.

- We may disclose all types of Nonpublic Personal Information that we collect, including information regarding your transactions or experiences with us, when needed, to:

  (i) Affiliated AIG American General companies, including the American International Group Inc. family of companies, and Employees, Representatives, Agents, and Selected Third Parties as permitted by law; or

  (ii) other organizations with which we have joint marketing agreements as permitted by law.

- The types of companies and persons to whom we may disclose Nonpublic Personal Information as permitted by law include: banks; attorneys; trustees; third-party administrators; insurance agents; insurance companies; insurance support organizations; credit reporting agencies; registered broker-dealers; auditors; regulators; and reinsurers.

- We do not share your Nonpublic Personal Health Information unless authorized by you or allowed by law.

- Our privacy policy applies, to the extent required by law, to our agents and representatives when they are acting on behalf of AIG American General.

- You will be notified if our privacy policy changes.

- Our privacy policy applies to current and former customers.

This Privacy Notice is given to you for your information only. You do not need to call or take any action.

This Privacy Notice is provided on behalf of the following companies:

AGC Life Insurance Company, AIG Life Insurance Company of Puerto Rico, AIG Life Insurance Company, AIG Life of Bermuda, Ltd., AIG Premier Insurance Company, American General Assurance Company, American General Equity Services Corporation, American General Indemnity Company, American General Life and Accident Insurance Company, American General Life Insurance Company, American General Property Insurance Company of Florida, American General Property Insurance Company, American General Securities Incorporated, American International Life Assurance Company of New York, Delaware American Life Insurance Company, Pacific Union Assurance Company, The United States Life Insurance Company in the City of New York, USLIFE Credit Life Insurance Company of Arizona

California, New Mexico and Vermont Residents Only:
Following the law of your state, we will not disclose nonpublic personal financial information about you to nonaffiliated third parties (other than as permitted by law) unless you authorize us to make that disclosure. Your authorization must be in writing. If you wish to authorize us to disclose your nonpublic personal financial information to nonaffiliated third parties, you may write to us at: American General Service Center, P.O. Box 4373, Houston, Texas 77210-4373.

AGLC0375 REV0305

LOGO [AIG AMERICAN GENERAL]

For additional information about the Platinum Investor(R) IV Policies and the Separate Account, you may request a copy of the Statement of Additional Information (the "SAI"), dated May 2, 2005. We have filed the SAI with the SEC and have incorporated it by reference into this prospectus. You may obtain a free copy of the SAI and the Policy or Fund prospectuses if you write us at our Administrative Center, which is located at 2727-A Allen Parkway, Houston, Texas 77019 or call us at 1-800-340-2765. You may also obtain the SAI from an insurance representative through which the Policies may be purchased. Additional information about the Platinum Investor IV Policies, including personalized illustrations of death benefits, cash surrender values, and cash values is available without charge to individuals considering purchasing a Policy, upon request to the same address or phone number printed above. We may charge current Policy owners $25 per illustration if they request more than one personalized illustration in a Policy year.

Information about the Separate Account, including the SAI, can also be reviewed and copied at the SEC's Public Reference Room in Washington, D.C. Inquiries on the operations of the Public Reference Room may be made by calling the SEC at 1-202-942-8090. Reports and other information about the Separate Account are available on the SEC's Internet site at http://www.sec.gov and copies of this information may be obtained, upon payment of a duplicating fee, by writing the Public Reference Section of the SEC, 450 Fifth Street, N.W., Washington, D.C. 20549-0102.

Policies issued by:
American General Life Insurance Company
A member company of American International Group, Inc.
2727-A Allen Parkway, Houston, TX 77019

Platinum Investor IV Flexible Premium Variable
Life Insurance
Policy Form Number 04604

Not available in the state of New York

Distributed by American General Equity Services Corporation
Member NASD
A member company of American International Group, Inc.

The underwriting risks, financial obligations and support functions associated with the products issued by American General Life Insurance Company ("AGL") are solely its responsibility. AGL is responsible for its own financial condition and contractual obligations. AGL does not solicit business in the state of New York. The Policies are not available in all states.

TEXT BOX [For E-Service and E-Delivery, or to view and print Policy or Fund prospectuses visit us at www.aigag.com]

TEXT BOX [IMSA LOGO INSURANCE MARKETPLACE STANDARDS ASSOCIATION
Membership in IMSA applies only to American General Life Insurance Company and not to its products. ICA File No. 811-08561]

AMERICAN GENERAL LIFE INSURANCE COMPANY
SEPARATE ACCOUNT VL-R

PLATINUM INVESTOR(R) IV

FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE POLICIES

ISSUED BY

AMERICAN GENERAL LIFE INSURANCE COMPANY

VUL ADMINISTRATION DEPARTMENT

P.O. BOX 4880, HOUSTON, TEXAS 77210-4880

TELEPHONE: 1-800-340-2765; 1-713-831-3443; HEARING IMPAIRED: 1-888-436-5258

STATEMENT OF ADDITIONAL INFORMATION

DATED MAY 2, 2005

This Statement of Additional Information ("SAI") is not a prospectus. It should be read in conjunction with the prospectus for American General Life Insurance Company Separate Account VL-R (the "Separate Account" or "Separate Account VL-R") dated May 2, 2005, describing the Platinum Investor IV flexible premium variable life insurance policies (the "Policy" or "Policies"). The Policy prospectus sets forth information that a prospective investor should know before investing. For a copy of the Policy prospectus, and any prospectus supplements, contact American General Life Insurance Company ("AGL") at the address or telephone numbers given above. Terms used in this SAI have the same meanings as are defined in the Policy prospectus.

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GENERAL INFORMATION

AGL

We are American General Life Insurance Company ("AGL"). AGL is a stock life insurance company organized under the laws of Texas. AGL is a successor in interest to a company originally organized under the laws of Delaware on January 10, 1917. AGL is an indirect, wholly-owned subsidiary of American International Group, Inc. ("AIG"). AIG, a Delaware corporation, is a holding company which through its subsidiaries is primarily engaged in a broad range of insurance and insurance-related activities and financial services in the United States and abroad. AIG American General is a marketing name of AGL and its affiliates. The commitments under the Policies are AGL's, and AIG has no legal obligation to back those commitments.

AGL is a member of the Insurance Marketplace Standards Association ("IMSA"). IMSA is a voluntary membership organization created by the life insurance industry to promote ethical market conduct for life insurance and annuity products. AGL's membership in IMSA applies only to AGL and not its products.

Separate Account VL-R

We hold the Fund shares in which any of your accumulation value is invested in Separate Account VL-R. Separate Account VL-R is registered as a unit investment trust with the Securities and Exchange Commission ("SEC") under the

Investment Company Act of 1940. We created the Separate Account on May 6, 1997 under Texas law.

For record keeping and financial reporting purposes, Separate Account VL-R is divided into 63 separate "divisions," 50 of which are available under the Policies offered by the Policy prospectus as variable "investment options." All of these 50 divisions and the remaining 13 divisions are offered under other AGL policies. We hold the Fund shares in which we invest your accumulation value for an investment option in the division that corresponds to that investment option.

The assets in Separate Account VL-R are our property. The assets in the Separate Account may not be used to pay any liabilities of AGL other than those arising from the Policies. AGL is obligated to pay all amounts under the Policies due the Policy owners. We act as custodian for the Separate Account's assets.

SERVICES

AGL and American General Life Companies, LLC ("AGLC"), are parties to a services agreement. AGL and AGLC are each indirect wholly-owned subsidiaries of AIG and therefore affiliates of one another. AGLC is a Delaware limited liability company established on August 30, 2002. Prior to that date, AGLC was a Delaware business trust. Its address is 2727-A Allen Parkway, Houston, Texas 77019-2191. Under the services agreement, AGLC provides shared services to AGL and certain other life insurance companies under the AIG holding company system at cost. Those services include data processing systems, customer services, product development, actuarial, internal

auditing, accounting and legal services. During 2004, 2003 and 2002, AGL paid AGLC for these services $329,659,308, $299,019,857 and $99,267,147, respectively. Services provided in 2003 increased substantially over previous years.

We have not designed the Policies for professional market timing organizations or other entities or individuals using programmed and frequent transfers involving large amounts. We currently have no contractual agreements or any other formal or informal arrangements with any entity or individual permitting such transfers and receive no compensation for any such contract or arrangement.

DISTRIBUTION OF THE POLICIES

American General Equity Services Corporation ("AGESC"), #1 Franklin Square, Springfield, Illinois 62713, a Delaware corporation and a direct wholly-owned subsidiary of AGL, is the principal underwriter and distributor of the Policies for the Separate Account under a Distribution Agreement between AGESC and AGL. AGESC also acts as principal underwriter for AGL's other separate accounts and for the separate accounts of certain AGL affiliates. AGESC is a registered broker-dealer under the Securities Exchange Act of 1934, as amended and a member of the National Association of Securities Dealers, Inc. ("NASD"). AGESC, as the principal underwriter and distributor, is not paid any fees on the Policies.

The Policies are offered on a continuous basis.

We and AGESC have sales agreements with various broker-dealers and banks under which the Policies will be sold by registered representatives of the broker-dealers or employees of the banks. These registered representatives and employees are also required to be authorized under applicable state regulations as life insurance agents to sell variable life insurance. The broker-dealers are ordinarily required to be registered with the SEC and must be members of the NASD.

We pay compensation directly to broker-dealers and banks for promotion and sales of the Policies. The compensation may vary with the sales agreement, but is generally not expected to exceed:

- 90% of the premiums received in the first Policy year up to a "target premium";
- 3% of the premiums up to the target premium received in each of Policy years 2 through 10;
- 3% of the premiums in excess of the target premium received in each of Policy years 1 through 10;

- 0.25% of the Policy's accumulation value (reduced by any outstanding loans) in the investment options in each of Policy years 2 through 10;

- 0.15% of the Policy's accumulation value (reduced by any outstanding loans) in the investment options in each of Policy years 11 through 20;

- a comparable amount of compensation to broker-dealers or banks with respect to any increase in the specified amount of coverage that you request; and

- any amounts that we may pay for broker-dealers or banks expense allowances, bonuses, wholesaler fees, training allowances or additional compensation for the Policies.

At our discretion, we may pay additional first Policy year commissions to any broker-dealer or bank for sales conducted by a particular registered representative of that broker-dealer or bank. We may pay up to a total of 115% of the premiums we receive in the first Policy year.

The target premium is an amount of level annual premium that would be necessary to support the benefits under your Policy, based on certain assumptions that we believe are reasonable. The target premium is also the maximum amount of premium to which the first year commission rate applies. Commissions paid on premiums received in excess of the target premium are paid at the excess rate. The target premium is an amount calculated in accordance with the method of calculation and rates from the AGL target premium schedules. AGL may change the target premium schedules from time to time. The target premium applicable to a particular coverage shall be determined from the schedule in force when the first premium for such coverage is entered as paid in accounting records of AGL.

If the total amount of premiums paid in the first Policy year (on a per Policy basis) is less than the target premium, premium received in the second through tenth Policy years, up to the balance of the first year target premium, will receive the first Policy year 90% commission rate. Any additional premium received in the second through tenth Policy years will be treated as second through tenth Policy year premium.

The maximum value of any alternative amounts we may pay for sales of the Policies is expected to be equivalent over time to the amounts described above. For example, we may pay a broker-dealer compensation in a lump sum which will not exceed the aggregate compensation described above.

We pay the compensation directly to any selling broker-dealer firm or bank. We pay the compensation from our own resources which does not result in any additional charge to you that is not described in your Policy. Each broker-dealer firm or bank, in turn, may compensate its registered representative or employee who acts as agent in selling you a Policy.

We sponsor a non-qualified deferred compensation plan ("Plan") for our insurance agents. Some of our agents are registered representatives of our subsidiary broker-dealer American General Securities Incorporated and sell the Policies. These agents may, subject to regulatory approval, receive benefits under the Plan when they sell the Policies. The benefits are deferred and the Plan terms may result in the agent never receiving the benefits. The Plan provides for a varying amount

of benefits annually. We have the right to change the Plan in ways that affect the amount of benefits earned each year.

PERFORMANCE INFORMATION

From time to time, we may quote performance information for the divisions of Separate Account VL-R in advertisements, sales literature, or reports to owners or prospective investors.

We may quote performance information in any manner permitted under applicable law. We may, for example, present such information as a change in a hypothetical owner's cash value or death benefit. We also may present the yield or total return of the division based on a hypothetical investment in a Policy.

The performance information shown may cover various periods of time, including periods beginning with the commencement of the operations of the division or the Mutual Fund in which it invests. The performance information shown may reflect the deduction of one or more charges, such as the premium charge, and we generally expect to exclude costs of insurance charges because of the individual nature of these charges. We also may present the yield or total return of the investment option in which a division invests.

We may compare a division's performance to that of other variable life separate accounts or investment products, as well as to generally accepted indices or analyses, such as those provided by research firms and rating services. In addition, we may use performance ratings that may be reported periodically in financial publications, such as Money Magazine, Forbes, Business Week, Fortune, Financial Planning and The Wall Street Journal. We also may advertise ratings of AGL's financial strength or claims-paying ability as determined by firms that analyze and rate insurance companies and by nationally recognized statistical rating organizations.

ADDITIONAL INFORMATION ABOUT THE POLICIES

Gender neutral policies. Congress and the legislatures of various states have from time to time considered legislation that would require insurance rates to be the same for males and females of the same age, premium class and tobacco user status. In addition, employers and employee organizations should consider, in consultation with counsel, the impact of Title VII of the Civil Rights Act of 1964 on the purchase of life insurance policies in connection with an employment-related insurance or benefit plan. In a 1983 decision, the United States Supreme Court held that, under Title VII, optional annuity benefits under a deferred compensation plan could not vary on the basis of gender. In general, we do not offer policies for sale in situations which, under current law, require gender-neutral premiums or benefits. However, we offer Platinum Investor IV Policies on both a gender-neutral and a sex-distinct basis.

Cost of insurance rates. Because of specified amount increases, different cost of insurance rates may apply to different increments of specified amount under your Policy. If so, we attribute your accumulation value proportionately to each increment of specified amount to compute our net amount at risk.

Certain arrangements. Most of the advisers or administrators of the Funds make certain payments to us, on a quarterly basis, for certain administrative, Policy, and Policy owner support expenses. These amounts will be reasonable for the services performed and are not designed to result in a profit. These amounts will not be paid by the Funds or Policy owners.

More About the Fixed Account

Our general account. Our general account assets are all of our assets that we do not hold in legally segregated separate accounts. Our general account supports our obligations to you under your Policy's declared Fixed Account. Because of applicable exemptions, no interest in this option has been registered under the Securities Act of 1933, as amended. Neither our general account nor our Fixed Account is an investment company under the Investment Company Act of 1940. We have been advised that the staff of the SEC has not reviewed the disclosures that are included in this prospectus for your information about our general account or our Fixed Account. Those disclosures, however, may be subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in prospectuses.

How we declare interest. Except for amounts held as collateral for loans, we can at any time change the rate of interest we are paying on any accumulation value allocated to our Fixed Account, but it will always be at an effective annual rate of at least 3%.

Under these procedures, it is likely that at any time different interest rates will apply to different portions of your accumulation value, depending on when each portion was allocated to our fixed Account. Any charges, partial surrenders, or loans that we take from any accumulation value that you have in our fixed Account will be taken from each portion in reverse chronological order based on the date that accumulation value was allocated to this option.

Adjustments to Death Benefit

Suicide. If the insured person commits suicide during the first two Policy years, we will limit the proceeds payable to the total of all premiums that have been paid to the time of death minus any outstanding Policy loans (plus credit for any unearned interest) and any partial surrenders.

A new two-year period begins if you increase the specified amount. You can increase the specified amount only if the insured person is living at the time of the increase. In this case, if the insured person commits suicide during the first two years following the increase, we will refund the monthly insurance deductions attributable to the increase. The death benefit will then be based on the specified amount in effect before the increase.

Wrong age or gender. If the age or gender of the insured person was misstated on your application for a Policy (or for any increase in benefits), we will adjust any death benefit to be what the monthly insurance charge deducted for the current month would have purchased based on the correct information.

Death during grace period. We will deduct from the insurance proceeds any monthly charges that remain unpaid because the insured person died during a grace period.

ACTUARIAL EXPERT

Actuarial matters have been examined by Wayne A. Barnard who is Senior Vice President of AGL. His opinion on actuarial matters is filed as an exhibit to the registration statement we have filed with the SEC in connection with the Policies.

MATERIAL CONFLICTS

We are required to track events to identify any material conflicts from using investment portfolios for both variable life and variable annuity separate accounts. The boards of the Funds, AGL, and other insurance companies participating in the Funds have this same duty. There may be a material conflict if:

- state insurance law or federal income tax law changes;
- investment management of an investment portfolio changes; or
- voting instructions given by owners of variable life insurance Policies and variable annuity contracts differ.

The investment portfolios may sell shares to certain qualified pension and retirement plans qualifying under Code Section 401. These include cash or deferred arrangements under Code Section 401(k). Therefore, there is a possibility that a material conflict may arise between the interests of owners in general, or certain classes of owners, and these retirement plans or participants in these retirement plans.

If there is a material conflict, we have the duty to determine appropriate action, including removing the portfolios involved from our variable investment options. We may take other action to protect Policy owners. This could mean delays or interruptions of the variable operations.

When state insurance regulatory authorities require us, we may ignore instructions relating to changes in an investment portfolio's adviser or its investment policies. If we do ignore voting instructions, we give you a summary of our actions in the next semi-annual report to owners.

Under the Investment Company Act of 1940, we must get your approval for certain actions involving our Separate Account. In this case, you have one vote for every $100 of value you have in the variable investment options. We cast votes credited to amounts in the variable investment options not credited to Policies in the same proportion as votes cast by owners.

FINANCIAL STATEMENTS

In 2002, due to AIG's acquisition of AGL and its affiliated companies, AGL changed its independent auditor from Ernst & Young LLP, located at 1401 McKinney Street, Suite 1200, 5 Houston Center, Houston, Texas 77010 to PricewaterhouseCoopers LLP ("PWC") located at 1201 Louisiana Street, Suite 2900, Houston, Texas 77002-5678. AIG has been using PWC as its corporate-wide auditing firm.

Separate Account Financial Statements

We have not included any Separate Account financial statements in this SAI because as of December 31, 2004, none of the assets of the Separate Account were attributable to the Policies.

AGL Financial Statements

The consolidated balance sheets of AGL as of December 31, 2004 and 2003 and the related statements of income, shareholder's equity, comprehensive income and cash flows for the three years ended December 31, 2004, appearing herein, have been audited by PWC, independent registered public accounting firm, on the authority of such firm as experts in accounting and auditing, as set forth in their report appearing elsewhere herein.

Index to Financial Statements

AGL 2004 Consolidated Financial Statements

You should consider the financial statements of AGL that we include in this SAI primarily as bearing on the ability of AGL to meet its obligations under the Policies.

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[LOGO] PricewaterhouseCoopers

PricewaterhouseCoopers LLP
Suite 2900
1201 Louisiana St.
Houston TX 77002-5678
Telephone (713) 356 4000

Report of Independent Registered Public Accounting Firm

To the Shareholder and Board of Directors
American General Life Insurance Company:

In our opinion, the accompanying consolidated balance sheets as of December 31, 2004 and 2003 and the related consolidated statements of income, shareholder's equity, comprehensive income, and of cash flows present fairly, in all material respects, the financial position of American General Life Insurance Company and subsidiaries (an indirect wholly-owned subsidiary of American International Group, Inc.) at December 31, 2004 and 2003, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2004, in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note 2 to the consolidated financial statements, the Company changed its method of accounting and reporting for certain non-traditional long-duration contracts in 2004.

PRICEWATERHOUSECOOPERS LLP

Houston, Texas
April 29, 2005

American General Life Insurance Company

Consolidated Balance Sheets

<TABLE>
<CAPTION>

	December 31 2004	December 31 2003
	(In Thousands)	
<S>	<C>	<C>
Assets		
Investments:		
Fixed maturity securities, available for sale, at fair value (amortized cost - $46,646,227 - 2004; $43,133,011 - 2003)	$49,436,433	$45,349,130
Fixed maturity securities, trading, at fair value (amortized cost - $8,946 - 2004; $52,000 - 2003)	11,512	58,953
Equity securities, at fair value (cost - $48,038 - 2004; $93,182 - 2003)	70,294	98,523
Equity securities, trading, at fair value (cost - $1,638 - 2004; $7,000 - 2003)	6,374	10,000
Mortgage loans on real estate, net of allowance ($4,964 - 2004; $7,124 - 2003)	3,324,940	2,953,495
Policy loans	1,730,819	1,705,891
Investment real estate	37,730	44,543
Partnerships	2,091,739	1,895,974
Separate account seed money (cost - $39,758 - 2004; $90,670 - 2003)	41,488	91,670
Securities lending collateral	9,286,117	4,451,135
Short-term investments	62,913	112,440
Derivatives assets	11,077	9,560
Total investments	66,111,436	56,781,314
Cash	257,224	297,209
Restricted Cash	18,647	88,781
Investment in ultimate Parent Company (cost - $8,597 in 2004 and 2003)	53,203	53,697
Notes receivable from affiliates	598,045	537,241
Indebtedness from affiliates	37,019	19,756
Accrued investment income	705,590	651,815
Accounts receivable	1,108,251	1,023,451
Deferred policy acquisition costs/cost of insurance purchased	3,617,153	3,250,287
Other assets	272,270	376,578
Assets held in separate accounts	25,537,215	22,930,750
Total assets	$98,316,053	$86,010,879

</TABLE>

See accompanying notes to consolidated financial statements.

American General Life Insurance Company

Consolidated Balance Sheets

<TABLE>
<CAPTION>

December 31

	2004	2003
	(In Thousands)	
<S>	<C>	<C>
Liabilities, Minority Interest and Shareholder's Equity		
Liabilities:		
Future policy benefits	$ 9,156,261	$ 7,898,915
Policyholder contract deposits	38,438,523	36,559,454
Other policy claims and benefits payable	198,769	273,008
Other policyholders' funds	2,513,561	2,204,767
Federal income taxes	1,442,907	1,104,182
Indebtedness to affiliates	258,953	362,749
Securities lending payable	9,286,117	4,451,135
Other liabilities	1,256,335	1,240,035
Derivative liabilities	57,647	27,165
Liabilities related to separate accounts	25,537,215	22,930,750
Total liabilities	88,146,288	77,052,160
Minority interest	102,150	96,741
Shareholder's equity:		
Preferred stock, $100 par value, 8,500 shares authorized, issued and outstanding	850	850
Common stock, $10 par value, 600,000 shares authorized, issued and outstanding	6,000	6,000
Additional paid-in capital	3,623,797	3,507,238
Accumulated other comprehensive income	1,398,625	1,097,788
Retained earnings	5,038,343	4,250,102
Total shareholder's equity	10,067,615	8,861,978
Total liabilities, minority interest and shareholder's equity	$98,316,053	$86,010,879

</TABLE>

See accompanying notes to consolidated financial statements.

American General Life Insurance Company

Consolidated Statements of Income

<TABLE>
<CAPTION>

	2004	2003	2002
		(In Thousands)	
<S>	<C>	<C>	<C>
Revenues:			
Premiums and other considerations	$2,540,322	$2,403,951	$2,138,833
Net investment income	3,557,160	3,288,686	3,054,530
Net realized investment losses	(158,288)	(56,779)	(295,344)
Other	289,140	175,663	175,528
Total revenues	6,228,334	5,811,521	5,073,547
Benefits and expenses:			
Policyholders' benefits	1,625,671	1,544,535	1,284,087
Interest credited	2,063,646	2,039,015	2,051,698
Operating costs and expenses	1,034,525	939,785	753,033
Total benefits and expenses	4,723,842	4,523,335	4,088,818
Income before income tax expense	1,504,492	1,288,186	984,729
Income tax expense:			
Current	126,112	250,906	107,502
Deferred	272,600	75,649	64,917
Total income tax expense	398,712	326,555	172,419
Net income before cumulative effect of accounting change	1,105,780	961,631	812,310
Cumulative effect of accounting change, net of tax	(16,859)	--	--

Net income	$1,088,921	$ 961,631	$ 812,310

</TABLE>

See accompanying notes to consolidated financial statements.

American General Life Insurance Company

Consolidated Statements of Shareholder's Equity

<TABLE>
<CAPTION>

<S>	Year ended December 31 2004 <C>	2003 <C>	2002 <C>
	(In Thousands)		
Preferred stock:			
Balance at beginning and end of year	$ 850	$ 850	$ 850
Common stock:			
Balance at beginning and end of year	6,000	6,000	6,000
Additional paid-in capital:			
Balance at beginning of year	3,507,238	3,167,462	2,691,492
Capital contribution from Parent Company	116,559	339,776	475,970
Balance at end of year	3,623,797	3,507,238	3,167,462
Accumulated other comprehensive income:			
Balance at beginning of year	1,097,788	736,299	175,507
Other comprehensive income	300,837	361,489	560,792
Balance at end of year	1,398,625	1,097,788	736,299
Retained earnings:			
Balance at beginning of year	4,250,102	3,289,151	2,922,422
Net income	1,088,921	961,631	812,310
Dividends paid	(300,680)	(680)	(445,581)
Balance at end of year	5,038,343	4,250,102	3,289,151
Total shareholder's equity	$10,067,615	$8,861,978	$7,199,762

</TABLE>

See accompanying notes to consolidated financial statements.

American General Life Insurance Company

Consolidated Statements of Comprehensive Income

<TABLE>
<CAPTION>

<S>	2004 <C>	2003 <C>	2002 <C>
	(In Thousands)		
Net income	$1,088,921	$ 961,631	$ 812,310
Other comprehensive income:			
Gross change in unrealized gains (losses) on securities, after tax (pretax: 2004 - $453,261; 2003 - $549,834; 2002 - $720,641)	294,620	357,392	468,416
Hedging activities (pretax: 2004 - $(31,877); 2003 - $(68,391); 2002 - $5,025)	(20,720)	(44,454)	3,267
Reclassification adjustment for losses included in net income	26,937	48,551	89,109
Other comprehensive income	300,837	361,489	560,792
Comprehensive income	$1,389,758	$1,323,120	$1,373,102

</TABLE>

See accompanying notes to consolidated financial statements.

American General Life Insurance Company

Consolidated Statements of Cash Flows

<TABLE>
<CAPTION>

	2004	2003	2002
		(In Thousands)	
Operating activities			
Net income	$ 1,088,921	$ 961,631	$ 812,310
Adjustments to reconcile net income to net cash provided by operating activities:			
Cumulative effect of accounting change, net of tax	16,859	--	--
Interest credited on policyholder contracts	2,063,646	2,039,015	2,051,698
Change in accounts receivable	(84,800)	(155,662)	(3,438)
Change in future policy benefits and other policy claims	(1,018,480)	216,269	1,096,583
Amortization of policy acquisition costs and cost of insurance purchased	311,214	311,029	165,269
Policy acquisition costs deferred	(757,710)	(583,939)	(466,779)
Change in other policyholders' funds	308,794	339,326	62,893
Provision for deferred income tax expense	255,872	267,645	357,510
Depreciation and amortization, including premiums and discounts	193,670	170,474	150,310
Change in indebtedness to (from) affiliates	(181,863)	320,652	68,133
Change in amounts payable to brokers	(72,843)	(614,174)	384,634
Change in trading securities	51,067	(68,953)	--
Change in restricted cash	70,134	(88,781)	--
Realized investments losses	158,288	315,144	422,536
Other, net	(9,928)	522,312	35,272
Net cash provided by operating activities	2,392,841	3,951,988	5,136,931
Investing activities			
Purchases of:			
Fixed maturity and equity securities	(27,374,134)	(34,541,457)	(34,652,736)
Mortgages	(691,747)	(443,541)	(286,385)
Other long-term investments	(18,188,518)	(14,902,823)	(17,511,338)
Sales of:			
Fixed maturity and equity securities	27,001,768	29,702,380	29,957,705
Mortgages	307,711	291,851	236,727
Other long-term investments	12,915,557	13,862,846	15,080,395
Redemptions and maturities of fixed maturity and equity securities	1,735,026	1,792,981	2,197,983
Sales and purchases of property, equipment, and software, net	9,648	(1,056,323)	(23,816)
Net cash used in investing activities	(4,284,689)	(5,294,086)	(5,001,465)

</TABLE>

See accompanying notes to consolidated financial statements.

American General Life Insurance Company

Consolidated Statements of Cash Flows (continued)

<TABLE>
<CAPTION>

	2004	2003	2002
		(In Thousands)	
Financing activities			
Net policyholder account deposits	7,332,833	6,780,518	3,324,162
Net policyholder account withdrawals	(5,296,849)	(5,574,250)	(3,046,859)
Dividends paid	(300,680)	(680)	(445,581)

Capital contribution from parent	116,559	339,776	28,000
Other	--	--	(1,289)
Net cash provided by (used in) financing activities	1,851,863	1,545,364	(141,567)
Increase (decrease) in cash	(39,985)	203,266	(6,101)
Cash at beginning of year	297,209	93,943	100,044
Cash at end of year	$ 257,224	$ 297,209	$ 93,943

</TABLE>

Interest paid amounted to approximately $47,709,000, $2,117,000 and $2,315,000 in 2004, 2003 and 2002, respectively. Income taxes paid amounted to approximately $208,397,000, $240,802,000 and $127,376,000 in 2004, 2003 and 2002, respectively.

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

December 31, 2004

1. Nature of Operations

American General Life Insurance Company ("AGL" or the "Company") is a wholly owned subsidiary of AGC Life Insurance Company ("Parent Company"), and its ultimate parent is American International Group, Inc. ("AIG").

Effective December 31, 2002, AGL merged with certain affiliated entities, including The Franklin Life Insurance Company ("The Franklin") and its subsidiary, The American Franklin Life Insurance Company ("AMFLIC"), and All American Life Insurance Company ("All American") and became the surviving entity. Effective March 31, 2003, AGL merged with it's affiliate Old Line Life Insurance Company ("Old Line") and became the surviving entity. Effective December 31, 2002, AGL's wholly owned life insurance subsidiary, American General Life Insurance Company of New York ("AGNY") was merged with The United States Life Insurance Company in the City of New York, an affiliated entity. These mergers have been accounted for at historical cost in a manner similar to a pooling of interests business combination. Accordingly, the accompanying consolidated financial statements include the financial position, operating results, and cash flows of The Franklin, AMFLIC, All American, Old Line and exclude AGNY.

Effective December 20, 2004, AGL merged with its wholly owned subsidiary, American General International Investments, Inc. ("AGII"), and became the surviving entity. The financial position, operating results and cash flows of AGII have historically been included in the consolidated financial statements of AGL.

The Company operates through two divisions: Life Insurance and Retirement Services. The Life Insurance Division offers a complete portfolio of the standard forms of universal life, variable universal life, whole life, term life, accident and health, structured settlements, and fixed and variable annuities throughout the United States of America. This Division serves the estate planning needs of middle- and upper-income households and the life insurance needs of small- to medium-sized businesses. The Life Insurance Division, through its subsidiaries American General Life Companies ("AGLC") and American General Enterprise Services ("AGES"), and AGES's wholly owned broker-dealer subsidiary American General Securities Incorporated ("AGSI"), also provides support services to certain affiliated insurance companies. The Retirement Services Division includes the results of the Variable Annuity Life Insurance Company ("VALIC"), a wholly owned subsidiary. VALIC provides tax-deferred retirement annuities and employer-sponsored retirement plans to employees of health care, educational, public sector, and other not-for-profit organizations throughout the United States of America.

2. Accounting Policies

2.1 Preparation of Financial Statements

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include the accounts of the Company and its wholly owned subsidiaries. Transactions with the Parent Company and other subsidiaries of the Parent Company are not eliminated from the financial statements of the Company. All other material intercompany transactions have been eliminated in consolidation.

On September 23, 2003, the Company purchased 68 percent of the non-voting preferred equity issued by Castle 2003-1 Trust ("Castle Trust") for $182.3 million. The remaining non-voting preferred equity and 100 percent of the voting equity of Castle Trust are held by affiliates of the Company. Castle Trust is a Delaware statutory trust established on July 31, 2003. The business of Castle Trust and its wholly owned subsidiaries is limited to buying, owning, leasing and selling a portfolio of commercial jets. In December 2003, the FASB issued a "Revision to Interpretation No. 46, Consolidation of Variable Interest Entities" ("FIN46R") (See Note 2.14). In accordance with FIN46R, Castle Trust has been consolidated in the Company's consolidated financial statements for the years ending December 31, 2004 and 2003.

The preparation of financial statements requires management to make estimates and assumptions that affect amounts reported in the financial statements and disclosures of contingent assets and liabilities. These estimates and assumptions are particularly significant with respect to investments, deferred acquisition costs, and policyholder benefits. Ultimate results could differ from those estimates.

Certain prior year amounts have been reclassified to conform with the current year presentation.

2.2 Statutory Accounting

The Company and its wholly owned life insurance subsidiaries are required to file financial statements with state regulatory authorities. State insurance laws and regulations prescribe accounting practices for calculating statutory net income and equity. In addition, state regulators may permit statutory accounting practices that differ from prescribed practices. The use of such permitted practices by the Company and its wholly owned life insurance subsidiaries did not have a material effect on statutory capital and surplus at December 31, 2004.

2. Accounting Policies (continued)

2.2 Statutory Accounting (continued)

Statutory net income and capital and surplus of the Company at December 31 is as follows:

	2004	2003	2002
		(In Thousands)	
Statutory net income	$ 567,253	$ 134,370	$ 536,099
Statutory capital and surplus	$4,705,497	$4,066,448	$3,007,515

For statutory reporting purposes, the merger of AGII into AGL in 2004 was accounted for as a statutory merger. In accordance with statutory merger accounting requirements, statutory net income and capital and surplus for the prior years of 2003 and 2002 were restated to show comparative data.

The more significant differences between GAAP and statutory accounting principles are that under GAAP: (a) acquisition costs related to acquiring new business are deferred and amortized (generally in proportion to the present value of expected gross profits from surrender charges and investment, mortality, and expense margins), rather than being charged to operations as incurred; (b) future policy benefits are based on estimates of mortality, interest, and withdrawals generally representing the Company's experience, which may differ from those based on statutory mortality and interest requirements without consideration of withdrawals; (c) certain assets (principally agents' debit balances, computer software, and certain other receivables) are reported as assets rather than being charged to retained earnings; (d) acquisitions are accounted for using the purchase method of accounting rather than being accounted for as equity investments; and (e) fixed maturity investments are carried at fair value rather than amortized cost. In addition, statutory accounting principles require life insurance companies to establish an asset valuation reserve ("AVR") and an interest maintenance reserve ("IMR"). The AVR is designed to address the credit-related risk for bonds, preferred stocks, derivative instruments, and mortgages and market risk for common stocks, real estate, and other invested assets. The IMR is composed of investment- and liability-related realized gains and losses that result from interest rate fluctuations. These realized gains and losses, net of tax, are amortized into income over the expected remaining life of the asset sold or the liability released.

2.3 Insurance Contracts

The insurance contracts accounted for in these financial statements include primarily long-duration contracts. Long-duration contracts include traditional whole life, limited payment, endowment, guaranteed renewable term life, universal life, and investment contracts. Long-duration contracts generally require the performance of various functions and services over a period of more than one year. The contract provisions generally cannot be changed or canceled by the insurer during the contract period; however, most new contracts written by the Company allow the insurer to revise certain elements used in determining premium rates or policy benefits, subject to guarantees stated in the contracts.

2.4 Investments

Fixed Maturity and Equity Securities

Fixed maturity and equity securities classified as available-for-sale are recorded at fair value at December 31, 2004 and 2003. Unrealized gains (losses), net of deferred taxes, are recorded in accumulated other comprehensive income (loss), within shareholder's equity. If the fair value of a security classified as available-for-sale declines below its cost and this decline is considered to be other than temporary, the security's amortized cost is reduced to its estimated fair value, and the reduction is recorded as a realized loss.

Fixed maturity and equity securities classified as trading securities are carried at market value, as it is the Company's intention to sell these securities in the near future. Unrealized gains and losses are reflected in income currently.

Mortgage Loans

Mortgage loans are reported at the unpaid principal balance, net of an allowance for losses. The allowance for losses covers estimated losses based on our assessment of risk factors such as potential non-payment or non-monetary default. The allowance is based on a loan-specific review.

Loans for which the Company determines that collection of all amounts due under the contractual terms is not probable are considered to be impaired. The Company generally looks to the underlying collateral for repayment of impaired loans. Therefore, impaired loans are reported at the lower of amortized cost or fair value of the underlying collateral, less estimated cost to sell.

2.4 Investments (continued)

Policy Loans

Policy loans are reported at the aggregate unpaid principal balance. There is no allowance for policy loans as these loans serve to reduce the death benefits paid when the death claim is made and the balances are effectively collateralized by the cash surrender value of the policy.

Real Estate

Real estate is classified as held for investment or available for sale, based on management's intent. Real estate held for investment is carried at cost, less accumulated depreciation and impairment write-downs. Real estate available for sale is carried at the lower of cost (less accumulated depreciation, if applicable) or fair value less cost to sell.

Partnerships

Partnerships consist of equity partnerships and other partnerships not classified elsewhere herein. The equity partnerships in which the Company holds less than a five percent interest are carried at fair value and the change in fair value is recognized as a component of other comprehensive income. Partnerships in which the Company holds a five percent or more interest are also carried at fair value and the change in fair value is recorded to investment income, consistent with the equity method of accounting.

Included in partnerships are preferred equity investments in partially owned companies. Generally, the equity method of accounting is used for the Company's investment in companies in which the Company's ownership interest approximates 20 percent but is not greater than 50 percent.

As part of the consolidation of Castle Trust (see Note 2.1), included in partnerships is an investment in commercial aircraft totaling $983.4 million, net of accumulated depreciation of $65.2 million. These aircraft are recorded at cost and depreciated on a straight-line basis over their estimated lives of 25 years from the date of manufacture, to a residual value that is 15 percent of the Castle Trust cost. Total depreciation expense for the years ended December 31, 2004 and 2003 were $51.3 million and $13.9 million, respectively.

2. Accounting Policies (continued)

2.4 Investments (continued)

Securities Lending Collateral and Securities Lending Payable

The Company loans securities through a securities lending agreement with an affiliated lending agent, which authorizes the agent to lend securities held in the Company's portfolio to a list of authorized borrowers. The Company receives primarily cash collateral in an amount in excess of the market value of the securities loaned. The affiliated lending agent monitors the daily market value of securities loaned with respect to the collateral value and obtains additional collateral when necessary to ensure that collateral is maintained at a minimum of 102 percent of the value of the loaned securities. Such collateral is not available for the general use of the Company. Income earned on the collateral, net of interest paid on the securities lending agreements and the related management fees paid to administer the program, is recorded as investment income in the consolidated statement of income and comprehensive income.

Dollar Roll Agreements

Throughout the year, the Company enters into dollar roll repurchase agreements, which involve the sale (delivery) of mortgage-backed securities ("MBS") and the repurchase of substantially the same pool of securities at a specific price in the future. Such transactions typically involve highly-rated government agency securities and are short-term in nature, typically with a period of 30 days. The dollar roll agreements are utilized by the Company as a financing strategy to enhance the return on its MBS portfolio.

At December 31, 2004 and 2003, the Company had no dollar roll agreements outstanding as the Company has historically closed out all dollar roll agreements at year-end.

Investment Income

Interest on fixed maturity securities and performing mortgage loans is recorded as income when earned and is adjusted for any amortization of premium or discount. Premiums and discounts on investments are amortized to investment income by using the interest method over the contractual lives or expected payment period of the investments. Interest on delinquent mortgage loans is recorded as income when received. Dividends are recorded as income on ex-dividend dates.

2. Accounting Policies (continued)

2.4 Investments (continued)

Realized Investment Results

Realized capital gains and losses are determined principally by specific identification. The Company evaluates its investments for impairment.

As a matter of policy, the determination that a security has incurred an other-than-temporary decline in value and the amount of any loss recognition requires the judgement of the Company's management and a continual review of its investment.

In general, a security is considered a candidate for impairment if it meets any of the following criteria: Trading at a significant (25 percent or more) discount to par, amortized cost (if lower) or cost for an extended period of time (nine months or longer); The occurrence of a discrete credit event resulting in (i) the issuer defaulting on a material outstanding obligation; or (ii) the issuer seeking protection from creditors under the bankruptcy laws or any similar laws intended for the court supervised reorganization of insolvent enterprises; or (iii) the issuer proposing a voluntary reorganization pursuant to which creditors are asked to exchange their claims for cash or securities having a fair value substantially lower than par value of their claims; or in the opinion of the Companies management, it is possible that the Company may not realize a full recovery on its investment, irrespective of the occurrence of one of the foregoing events.

Once a security has been identified as impaired, the amount of such impairment is determined by reference to that security's contemporaneous market price, and recorded as a realized capital loss.

2.5 Separate Accounts

Separate Accounts are assets and liabilities associated with certain contracts, principally annuities, for which the investment risk lies solely with the contract holder, except to the extent of minimum guarantees made by the Company with respect to certain accounts. Therefore, the Company's liability for these accounts equals the value of the account assets. Investment income, realized investment gains (losses), and policyholder account deposits and withdrawals related to separate accounts are excluded from the consolidated statements of income, comprehensive income, and cash flows. Assets held in Separate Accounts are primarily shares in mutual funds, which are carried at fair value based on the quoted net asset value per share.

The Company receives administrative fees for managing the funds and other fees for assuming mortality and certain expense risks. Such fees are included in premiums and other considerations in the consolidated statements of income.

2. Accounting Policies (continued)

2.6 Deferred Policy Acquisition Costs ("DPAC") and Cost of Insurance Purchased ("CIP")

Certain costs of writing an insurance policy, including commissions, underwriting, and marketing expenses, are deferred and reported as DPAC. The cost assigned to certain insurance contracts in force at January 31, 1995, the date of American General Corporation's ("AGC") acquisition of The Franklin, is reported as CIP.

DPAC and CIP associated with interest-sensitive life contracts, insurance investment contracts, and participating life insurance contracts are charged to expense in relation to the estimated gross profits of those contracts. If estimated gross profits change significantly, DPAC and CIP balances are recalculated using the new assumptions. Any resulting adjustment is included in current earnings as an adjustment to DPAC or CIP amortization. DPAC and CIP associated with all other insurance contracts are charged to expense over the premium-paying period or as the premiums are earned over the life of the contract. Interest is accreted on the unamortized balance of DPAC at rates used to compute policyholder reserves and on the unamortized balance of CIP at rates of 3.00 percent to 8.25 percent.

With respect to the Company's variable annuity contracts, the assumption for the long-term annual growth of the separate and variable account assets used by the Company in the determination of DPAC amortization is approximately 10 percent (the "long-term growth rate assumption"). The Company uses a "reversion to the mean" methodology which allows the Company to maintain this 10 percent long-term growth rate assumption, while also giving consideration to the effect of short-term swings in the equity markets. For example, if performance were 15 percent during the first year following the introduction of a product, the DPAC model would assume that market returns for the following five years (the "short-term growth rate assumption") would approximate 9 percent, resulting in an average annual growth rate of 10 percent during the life of the product. Similarly, following periods of below 10 percent performance, the model will assume a short-term growth rate higher than 10 percent. An adjustment to DPAC will occur if management considers the short-term growth rate (i.e., the growth rate required to revert to the mean 10 percent growth rate over a five-year period) to be unachievable. The use of a reversion to the mean assumption is common within the industry; however, the parameters used in the methodology are subject to judgment and vary among companies. With respect to the Company's variable life products, the assumption for the long-term growth of the separate and variable account assets used by the Company in the determination of DPAC amortization is approximately 9 percent, but no reversion to the mean adjustment is applied.

2. Accounting Policies (continued)

2.6 Deferred Policy Acquisition Costs ("DPAC") and Cost of Insurance Purchased ("CIP") (continued)

DPAC and CIP related to interest-sensitive products are adjusted for the impact on estimated future gross profits as if net unrealized gains (losses) on securities had been realized at the balance sheet date. The impact of this adjustment, net of deferred taxes, is included in unrealized investment gains (losses) in accumulated other comprehensive income within shareholder's equity.

The Company reviews the carrying amounts of DPAC and CIP on at least an annual basis. Management considers estimated future gross profits or future premiums, expected mortality, interest earned and credited rates, persistency, and expenses in determining whether the carrying amount is recoverable. Any amounts deemed unrecoverable are charged to expense.

2.7 Policy and Contract Claims Reserves

Substantially all of the Company's insurance and annuity liabilities relate to long duration contracts. The contracts normally cannot be changed or canceled by the Company during the contract period.

Future policy benefits and policyholder contract deposits liabilities were as follows at December 31:

<TABLE>
<CAPTION>

	2004	2003
	(In Thousands)	
Future policy benefits:		
Ordinary life	4,555,887	4,337,180
Group life	26,346	29,797
Life contingent group annuities	89,228	93,072
Life contingent annuities	3,746,198	2,799,407
Terminal funding	401,444	414,630
Accident and health	337,158	224,829
Total	$ 9,156,261	$ 7,898,915
Policyholder contract deposits:		
Annuities	$32,463,764	$30,891,794
Corporate-owned life insurance	376,478	439,088
Universal life	5,598,281	5,228,572
Total	$38,438,523	$36,559,454

</TABLE>

2. Accounting Policies (continued)

2.7 Policy and Contract Claims Reserves (continued)

For interest-sensitive life insurance and investment contracts, reserves equal the sum of the policy account balance and deferred revenue charges. Reserves for other contracts are based on estimates of the cost of future policy benefits. Interest, mortality, and surrender assumptions vary by product and are generally based upon actual experience at the time of issue. Interest assumptions used to compute individual life reserves ranged from 1 percent to 11 percent.

The liability for policyholder contract deposits has been established based on various assumptions. Interest rates credited for deferred annuities vary by year of issuance and range from 3.0 percent to 5.70 percent. Current declared interest rates are generally guaranteed to remain in effect for a period of one year, though some are guaranteed for longer periods. Withdrawal charges generally range from 0.0 percent to 17.0 percent, grading to zero over a period of 0 to 20 years. Interest rates on corporate-owned life insurance are guaranteed at 3.0 percent and the weighted average rate credited in 2004 was 5.22 percent.

2.8 Guaranteed Minimum Death Benefits

A majority of the Company's variable annuity products are issued with a death benefit feature which provides that, upon the death of a contract holder, the contract holder's beneficiary will receive the greater of (1) the contract holder's account value, or (2) a guaranteed minimum death benefit that varies by product ("the GMDB"). Depending on the product, the GMDB may equal the principal invested, adjusted for withdrawals; or the principal invested, adjusted for withdrawals, accumulated with interest at rates up to 3 percent per annum (subject to certain caps). The GMDB has issue age and other restrictions to reduce mortality risk exposure. The Company bears the risk that death claims following a decline in the financial markets may exceed contract holder account balances, and that the fees collected under the contract are insufficient to cover the costs of the benefit to be provided. Prior to January 1, 2004, the Company expensed GMDB-related benefits in the period incurred, and therefore did not provide reserves for future benefits. Effective January 1, 2004, the Company provides reserves for future GMDB-related benefits pursuant to the adoption of Statement of Position 03-01, "Accounting and Reporting by Insurance Enterprises for Certain Non-traditional Long-Duration Contracts and for Separate Accounts" ("SOP 03-01"). The GMDB liability is determined each period end by estimating the expected value of death benefits in excess of the projected account balance and recognizing the excess ratably over the accumulation period based on total expected assessments. Changes in liabilities for minimum guarantees are included in guaranteed minimum death benefits in the consolidated statement of income and comprehensive income.

American General Life Insurance Company

Notes to Consolidated Financial Statements (continued)

2. Accounting Policies (continued)

2.8 Guaranteed Minimum Death Benefits (continued)

The Company regularly evaluates estimates used and adjusts the additional liability balance, with a related charge or credit to guaranteed minimum death benefit expense, if actual experience or other evidence suggests that earlier assumptions should be revised.

2.9 Premium Recognition

Most receipts for annuities and interest-sensitive life insurance policies are classified as deposits instead of revenue. Revenues for these contracts consist of mortality, expense, and surrender charges. Policy charges that compensate the Company for future services are deferred and recognized in income over the period earned, using the same assumptions used to amortize DPAC.

Premiums for traditional life insurance products are recognized when due. For limited-payment contracts, net premiums are recorded as revenue. The difference between the gross received and the net premium is deferred and recognized in a constant relationship to insurance in force for life insurance contracts and to the amount of expected future benefit payments for annuity contracts.

Variable annuity fees, asset management fees and surrender charges are recorded as income when earned. Net retained broker dealer commissions are recognized as income on a trade date basis.

2.10 Reinsurance

The Company generally limits its exposure to loss on any single insured to $2.5 million by ceding additional risks through reinsurance contracts with other insurers. On an exception basis, the Company can increase its exposure to loss on any single insured up to $5.0 million. The Company diversifies its risk of reinsurance loss by using a number of reinsurers that have strong claims-paying ability ratings. If the reinsurer could not meet its obligations, the Company would reassume the liability, as the Company remains primarily liable to the policyholder.

A receivable is recorded for the portion of benefits paid and insurance liabilities that have been reinsured. Total reinsurance recoverables on ceded reinsurance contracts are included in accounts receivable. The cost of reinsurance is recognized over the life of the reinsured policies using assumptions consistent with those used to account for the underlying policies.

American General Life Insurance Company

Notes to Consolidated Financial Statements (continued)

2. Accounting Policies (continued)

2.11 Participating Policy Contracts

Participating life insurance accounted for approximately 3 percent of life insurance in force at December 31, 2004.

The portion of earnings allocated to participating policyholders is excluded from net income and shareholder's equity. Dividends to be paid on participating life insurance contracts are determined annually based on estimates of the contracts' earnings. Policyholder dividends were $60.8 million, $67.9 million and $76.1 million in 2004, 2003 and 2002, respectively, and were included in policyholders' benefits.

2.12 Income Taxes

For the tax years ending December 31, 2004, 2003 and 2002, the Company will join in the filing of a consolidated federal income tax return with AGC Life

Insurance Company and its life insurance company subsidiaries. The Company has a written agreement with AGC Life Insurance Company setting forth the manner in which the total consolidated federal income tax is allocated to each entity that joins in the consolidation. Under this agreement, AGC Life Insurance Company agrees not to charge the Company a greater portion of the consolidated tax liability than would have been paid by the Company had it filed a separate federal income tax return. In addition, AGC Life Insurance Company agrees to reimburse the Company for the tax benefits from net losses and tax credits, if any, within a reasonable period of time after the filing of the consolidated federal income tax return for the year in which the losses are used.

Deferred tax assets and liabilities are established for temporary differences between the financial reporting basis and the tax basis of assets and liabilities, at the enacted tax rates expected to be in effect when the temporary differences reverse. The effect of a tax rate change is recognized in income in the period of enactment. State income taxes are included in income tax expense.

A valuation allowance for deferred tax assets is provided if it is more likely than not that some portion of the deferred tax asset will not be realized. An increase or decrease in a valuation allowance that results from a change in circumstances that causes a change in judgment about the realizability of the related deferred tax asset is included in income.

2. Accounting Policies (continued)

2.13 Derivatives

The Company takes positions from time to time in certain derivative financial instruments in order to mitigate or hedge the impact of changes in interest rates, foreign currencies and equity markets on cash flows investment income, policyholder liabilities and equity. The Company does not engage in the use of derivative instruments for speculative purposes and is neither a dealer or trader in derivative instruments.

Financial instruments used by the Company for such purposes include interest rate swaps, foreign currency swaps, S&P 500 index options (long and short positions) and futures options (short positions on U.S. treasury notes and U.S. long bonds).

The Company recognizes all derivatives in the consolidated balance sheet at fair value and utilizes hedge accounting. This means that, to the extent the hedge is deemed to be effective, the accounting for the derivative mirrors the accounting for the financial instruments being hedged.

On the date the derivative contract is entered into, the Company designates the derivative as a fair value hedge or cash flow hedge. It is a fair value hedge if it hedges subsequent changes in the fair value of a recognized asset or liability. It is a cash flow hedge if it hedges the variability of cash flows to be received or paid related to a recognized asset or liability. The gain or loss in the fair value of a derivative that is designated, qualifies and is highly effective as a fair value hedge is recorded in current period earnings to the extent the losses or gains of the hedged asset or liability are so recorded. Certain derivative gains or losses on fair value and cash flow hedges are recorded in other comprehensive income until such point that earnings are affected by the fair value changes and cash flows of the hedged asset or liability.

The Company documents all relationships between hedging instruments and hedged items, as well as its risk management objectives and strategy for undertaking various hedge transactions. The process includes linking all derivatives that are designated as hedged to specific assets or liabilities on the balance sheet. The Company also assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives used in hedging transactions are highly effective in offsetting changes in fair values and cash flows of hedged items. On a quarterly basis the Company evaluates and assesses ongoing compliance with regulatory limits on derivative holdings.

2. Accounting Policies (continued)

2.13 Derivatives (continued)

During 2004, there were no hedges discontinued or otherwise no longer qualified as hedges. Any gain or loss resulting from such early terminations would be deferred and amortized into income over the remaining term of the hedged instrument. Were such hedged instrument subsequently extinguished or sold, any related gain or loss deferred from the swap would be recognized immediately into income.

2.14 Recently Issued Accounting Standards

In January 2003, FASB issued Interpretation No. 46, Consolidation of Variable Interest Entities ("FIN46"). FIN46 changes the method of determining whether certain entities should be consolidated in the Company's consolidated financial statements. An entity is subject to FIN46 and is called a Variable Interest Entity ("VIE") if it has (i) equity that is insufficient to permit the entity to finance its activities without additional subordinated financial support from other parties, or (ii) equity investors that cannot make significant decisions about the entity's operations, or do not absorb the expected losses or receive the expected returns of the entity. All other entities are evaluated for consolidation under existing guidance. A VIE is consolidated by its primary beneficiary, which is the party that has a majority of the expected losses or a majority of the expected residual returns of the VIE, or both. In December 2003, the FASB issued FIN46R.

The provisions of FIN46R are to be applied immediately to VIEs created after January 31, 2003, and to VIEs in which the Company obtains an interest after that date. For VIEs in which the Company holds a variable interest that is acquired before February 1, 2003, FIN46R was applied as of December 31, 2003. For any VIEs that must be consolidated under FIN46R that were created before February 1, 2003, the assets, liabilities and noncontrolling interest of the VIE would be initially measured at their carrying amounts with any difference between the net amount added to the balance sheet and any previously recognized interest being recognized as the cumulative effect of an accounting change.

2. Accounting Policies (continued)

2.14 Recently Issued Accounting Standards (continued)

The following VIE activities are not consolidated by the Company under FIN46R:

i. The Company manages collateralized bond and loan obligation trusts (collectively, collateralized debt obligation trust or CDO trust). As asset manager, the Company receives fees for management of the assets held in the CDO trust, which support the issuance of securities sold by the CDO trust. The Company may take minority equity and/or fixed-income security interest in the CDO trust. The Company has entered into such arrangements to expand its asset management activities. Third-party investors have recourse only to the CDO trust, and have no recourse to the Company. The Company does not consolidate these CDO trusts, pursuant to FIN46R.

ii. The Company also invests in assets of VIEs. These VIEs are established by unrelated third parties. Investments include collateralized mortgage backed securities and similar securities backed by pools of mortgages, consumer receivables or other assets. The investment in these VIEs allows the Company to purchase assets permitted by insurance regulations while maximizing their return on these assets. These VIEs are not consolidated by the Company, pursuant to FIN46R.

In July 2003, the American Institute of Certified Public Accountants ("AICPA") issued SOP 03-01. This statement was effective as of January 1, 2004 and requires the Company to recognize a liability for GMDB, as discussed above, related to its variable annuity and variable life contracts and modifies certain disclosures and financial statement presentations for these products. The

Company reported a one-time cumulative accounting charge upon adoption of $16.9 million to reflect the guaranteed minimum death benefit liability as of January 1, 2004. In addition, under SOP 03-01, variable annuity assets held in separate accounts will continue to be measured at fair value and reported in summary total on the Company's financial statements, with an equivalent summary total reported for related liabilities, if the separate account arrangement meets certain specified conditions. Assets underlying the Company's interest in a separate account ("separate account seed money") do not qualify for separate account accounting and reporting.

The Company was required to "look through" the separate account for the purposes of accounting for its interest therein, and account for and classify separate account seed money based on its nature as if the assets of the separate account underlying the Company's interest were held directly by the general account rather than through the separate account structure. The adoption of SOP 03-01 did not have a material impact on the Company's separate accounts or separate account seed money.

2. Accounting Policies (continued)

2.14 Recently Issued Accounting Standards (continued)

In December 2004, the FASB issued Statement No. 123 (revised 2004) ("FAS 123R"), "Share-Based Payment." FAS 123R replaces FASB Statement No. 123 ("FAS 123"), "Accounting for Stock-based Compensation," and superseded APB Opinion No. 25, "Accounting for Stock Issued to Employees." FAS 123, as originally issued in 1995, established as preferable a fair-value-based method of accounting for share-based payment transactions with employees. On January 1, 2003, AIG adopted the recognition provisions of FAS 123. The effect of the compensation costs, as determined consistent with FAS 123, was not computed on a subsidiary basis, but rather on a consolidated basis for all subsidiaries of AIG and, therefore, are not presented herein. FAS 123R is effective for the annual periods beginning after June 15, 2005. AIG and the Company are currently assessing the impact of FAS 123R and believes the impact will not be material to AIG's or the Company's results of operations.

In June 2004, the FASB issued FSP No. 97-1, "Situations in Which Paragraphs 17(b) and 20 of FASB Statement No. 97, Accounting and Reporting by Insurance Enterprises for Certain Long-Duration Contracts and for Realized Gains and Losses from the Sale of Investments, Permit or Require Accrual of an Unearned Revenue Liability." FSP 97-1 clarifies the accounting for unearned revenue liabilities of certain universal-life type contracts under SOP 03-01. The Company's adoption of FSP 97-1 on July 1, 2004 did not change the accounting for unearned revenue liabilities and, therefore, had no impact on the Company's consolidated financial position or results of operations. In September 2004, the AICPA SOP 03-01 Implementation Task Force issued a Technical Practice Aid ("TPA") to clarify certain aspects of SOP 03-01. The Company is currently evaluating the effect of the implementation of this TPA in its operations on the Company's consolidated financial position or results of operations.

In March 2004, the EITF of the FASB reached a final consensus on Issue 03-01, "Meaning of Other-Than-Temporary Impairment and its Application to Certain Investments." This Issue establishes impairment models for determining whether to record impairment losses associated with investments in certain equity and debt securities. It also requires income to be accrued on a level-yield basis following an impairment of debt securities, where reasonable estimates of the timing and amount of future cash flows can be made. The Company's policy is generally to record income only as cash is received following an impairment of a debt security. In September 2004, the FASB issued Staff Position ("FSP") EITF 03-01-1, which defers the effective date of a substantial portion of EITF 03-01, from the third quarter of 2004, as originally required by the EITF, until such time as FASB issues further implementation guidance, which is expected sometime in 2005. The Company will continue to monitor developments concerning this Issue and is currently unable to estimate the potential effects of implementing EITF 03-01 on the Company's consolidated financial position or results of operations.

3. Investments

3.1 Investment Income

Investment income by type of investment was as follows for the years ended December 31:

	2004	2003	2002
		(In Thousands)	
Investment income:			
Fixed maturities	$3,165,313	$2,983,484	$2,789,590
Equity securities	8,070	13,148	2,199
Mortgage loans on real estate	235,321	240,745	226,329
Investment real estate	10,265	8,229	15,303
Policy loans	99,421	105,214	102,479
Other long-term investments	85,650	(35,388)	(69,064)
Short-term investments	16,697	18,431	23,078
Gross investment income	3,620,737	3,333,863	3,089,914
Investment expenses	63,577	45,177	35,384
Net investment income	$3,557,160	$3,288,686	$3,054,530

The carrying value of investments that produced no investment income during 2004 was less than 0.3 percent of total invested assets. The ultimate disposition of these investments is not expected to have a material effect on the Company's results of operations and financial position.

Derivative financial instruments did not have a material effect on net investment income in 2004, 2003 and 2002. During 2004, 2003 and 2002, investment income from other long-term investments is primarily related to gains or losses associated with various partnership interests.

3. Investments (continued)

3.2 Net Realized Investment Gains (Losses)

Realized gains (losses) by type of investment were as follows for the years ended December 31:

	2004	2003	2002
		(In Thousands)	
Fixed maturities:			
Gross gains	$ 198,777	$ 357,694	$ 398,239
Gross losses	(270,129)	(400,061)	(697,068)
Total fixed maturities	(71,352)	(42,367)	(298,829)
Equity securities	7,041	2,099	(191)
Partnerships	(60,101)	(9,424)	(6,145)
Other	(33,876)	(7,087)	9,821
Net realized investment losses before tax	(158,288)	(56,779)	(295,344)
Income tax benefit	(58,523)	(19,873)	(103,370)
Net realized investment losses after tax	$ (99,765)	$ (36,906)	$(191,974)

During 2004, 2003 and 2002, the Company's realized losses included write-downs of $65 million, $274 million and $317 million, respectively, for certain available for sale fixed maturity investments that experienced declines deemed other than temporary. The determination that a security has incurred an other than temporary decline in value and the amount of loss recognition requires the judgement of the Company's management and a continual review of its investments.

American General Life Insurance Company

Notes to Consolidated Financial Statements (continued)

3. Investments (continued)

3.3 Fixed Maturity and Equity Securities

The following table summarizes the Company's gross unrealized losses and estimated fair values on fixed maturity securities available for sale and equity securities, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position as of December 31, 2004:

	Less than 12 Months		12 Months or More		Total	
	(In Thousands)					
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Fixed maturity securities	$4,902,790	$ 99,579	$1,518,651	$78,317	$6,421,441	$177,896
Equity securities	8,754	2,497	101	23	8,855	2,520
Total	$4,911,544	$102,076	$1,518,752	$78,340	$6,430,296	$180,416

American General Life Insurance Company

Notes to Consolidated Financial Statements (continued)

3. Investments (continued)

3.3 Fixed Maturity and Equity Securities (continued)

Fixed maturity and equity securities classified as available-for-sale are reported at fair value. Amortized cost and fair value at December 31, 2004 and 2003 were as follows:

	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
	(In Thousands)			
December 31, 2004				
Fixed maturity securities:				
Corporate securities:				
Investment-grade	$27,206,453	$2,139,206	$ (65,676)	$29,279,983
Below investment-grade	2,990,210	209,999	(42,729)	3,157,480
Mortgage-backed securities	12,523,571	347,005	(40,439)	12,830,137
U.S. government obligations	214,984	31,887	(834)	246,037
Foreign governments	411,263	46,495	(207)	457,551
State and political subdivisions	3,188,957	184,295	(24,610)	3,348,642
Collateralized bonds	59,077	160	(2,798)	56,439
Redeemable preferred stocks	51,712	9,055	(603)	60,164
Total fixed maturity securities	$46,646,227	$2,968,102	$(177,896)	$49,436,433
Equity securities	$ 48,038	$ 24,776	$ (2,520)	$ 70,294
Separate account seed money	$ 39,758	$ 1,735	$ (5)	$ 41,488
Investment in ultimate Parent Company	$ 8,597	$ 44,606	$ --	$ 53,203

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</TABLE>

3. Investments (continued)

3.3 Fixed Maturity and Equity Securities (continued)

<TABLE>
<CAPTION>

	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
		(In Thousands)		
<S>	<C>	<C>	<C>	<C>
December 31, 2003				
Fixed maturity securities:				
Corporate securities:				
Investment-grade	$22,652,679	$1,790,509	$ (81,969)	$24,361,219
Below investment-grade	4,292,052	240,752	(174,159)	4,358,645
Mortgage-backed securities	12,549,589	322,479	(109,018)	12,763,050
U.S. government obligations	285,458	33,931	(1,932)	317,457
Foreign governments	336,692	37,805	(255)	374,242
State and political subdivisions	2,955,362	173,207	(17,100)	3,111,469
Collateralized bonds	33,233	306	(489)	33,050
Redeemable preferred stocks	27,946	2,871	(819)	29,998
Total fixed maturity securities	$43,133,011	$2,601,860	$(385,741)	$45,349,130
Equity securities	$ 93,182	$ 13,866	$ (8,525)	$ 98,523
Separate account seed money	$ 90,670	$ 6,000	$ (5,000)	$ 91,670
Investment in ultimate Parent Company	$ 8,597	$ 45,100	$ --	$ 53,697

</TABLE>

3. Investments (continued)

3.3 Fixed Maturity and Equity Securities (continued)

Net unrealized gains (losses) on securities included in accumulated other comprehensive income in shareholder's equity at December 31 were as follows:

	2004	2003	2002
		(In Thousands)	
Gross unrealized gains	$3,039,219	$2,666,826	$2,513,951
Gross unrealized losses	(180,421)	(399,266)	(943,681)
DPAC and other fair value adjustments	(635,113)	(544,476)	(456,081)
Deferred federal income taxes	(788,071)	(609,027)	(406,075)
Net unrealized gains on securities	$1,435,614	$1,114,057	$ 708,114

The contractual maturities of fixed maturity securities at December 31 were as follows:

	2004	
	Amortized Cost	Market Value

	(In Thousands)	
Fixed maturity securities, excluding mortgage-backed securities:		
Due in one year or less	$ 696,275	$ 714,466
Due after one year through five years	4,183,308	4,499,727
Due after five years through ten years	11,166,777	11,917,222
Due after ten years	18,076,296	19,474,881
Mortgage-backed securities	12,523,571	12,830,137
Total fixed maturity securities	$46,646,227	$49,436,433

Actual maturities may differ from contractual maturities, since borrowers may have the right to call or prepay obligations. In addition, corporate requirements and investment strategies may result in the sale of investments before maturity. Proceeds from sales of fixed maturities were $28.7 billion, $31.5 billion and $30.5 billion, during 2004, 2003 and 2002, respectively.

At December 31, 2004, $46.9 million of bonds, at amortized cost, were on deposit with regulatory authorities in accordance with statutory requirements.

3. Investments (continued)

3.4 Mortgage Loans on Real Estate

Diversification of the geographic location and type of property collateralizing mortgage loans reduces the concentration of credit risk. For new loans, the Company requires loan-to-value ratios of 75 percent or less, based on management's credit assessment of the borrower. The mortgage loan portfolio was distributed as follows at December 31, 2004 and 2003:

	Outstanding Amount	Percent of Total	Percent Nonperforming
	(In Millions)		
December 31, 2004			
Geographic distribution:			
South Atlantic	$ 741	22.3%	0.0%
Pacific	572	17.2	0.0
Mid-Atlantic	681	20.5	2.1
East North Central	388	11.7	7.5
Mountain	174	5.2	0.0
West South Central	226	6.8	0.0
East South Central	246	7.4	0.0
West North Central	104	3.1	10.4
New England	170	5.1	0.0
Canada	23	0.7	0.0
Allowance for losses	(0)	(0.0)	0.0
Total	$3,325	100.0%	1.6%
Property type:			
Office	$1,290	38.8%	3.5%
Retail	952	28.6	0.0
Industrial	419	12.6	0.0
Apartments	425	12.8	0.0
Hotel/motel	54	1.6	15.4
Other	185	5.6	0.0
Allowance for losses	(0)	(0.0)	0.0
Total	$3,325	100.0%	1.6%

3.4 Mortgage Loans on Real Estate (continued)

	Outstanding Amount	Percent of Total	Percent Nonperforming
	(In Millions)		
December 31, 2003			
Geographic distribution:			
South Atlantic	$ 711	24.1%	0.0%
Pacific	506	17.1	0.0
Mid-Atlantic	506	17.1	0.0
East North Central	459	15.5	0.0
Mountain	70	2.4	0.0
West South Central	197	6.7	0.0
East South Central	251	8.5	0.0
West North Central	121	4.1	0.8
New England	139	4.7	0.0
Allowance for losses	(7)	(0.2)	0.0
Total	$2,953	100.0%	0.0%
Property type:			
Office	$1,261	42.7%	0.0%
Retail	844	28.5	0.1
Industrial	386	13.1	0.0
Apartments	312	10.6	0.0
Hotel/motel	55	1.9	0.0
Other	102	3.4	0.0
Allowance for losses	(7)	(0.2)	0.0
Total	$2,953	100.0%	0.0%

Impaired mortgage loans on real estate and related interest income is not material.

4. Deferred Policy Acquisition Costs and Cost of Insurance Purchased

The following reflects deferred policy acquisition costs (commissions, direct solicitation and other costs) which will be amortized against future income and the related current amortization charges to income, excluding certain amounts deferred and amortized in the same period:

<TABLE>
<CAPTION>

<S>	2004 <C>	2003 (In Thousands) <C>	2002 <C>
Balance at January 1	$2,911,767	$2,777,562	$2,752,571
Capitalization	754,087	578,665	460,253
Accretion of interest/amortization	(280,898)	(326,641)	(196,028)
Effect of unrealized gains on securities	(89,827)	(108,572)	(280,942)
Effect of realized losses (gains) on securities	(2,896)	(9,247)	41,708
Balance at December 31	$3,292,233	$2,911,767	$2,777,562

</TABLE>

The Company adjusts DAC amortization ("a DAC unlocking") when estimates of current or future gross profits to be realized are revised. In 2002, DAC amortization was reduced by $46.5 million to reflect a change in the amortization period and reduced by $56 million due to improved persistency, offset by a $56 million increase to reflect lower earnings for equity markets.

A roll forward of the cost of insurance purchased ("CIP") for the years ended December 31, were as follows:

<TABLE>
<CAPTION>

	2004	2003	2002
	(In Thousands)		
Balance at January 1	$338,520	$351,600	$312,609
Deferral of renewal commissions	3,623	5,274	6,391
Accretion of interest/amortization	(30,316)	15,612	(2,300)
Effect of unrealized (gains) losses on securities	12,725	(33,966)	33,700
Effect of realized losses on securities	368	--	1,200
Balance at December 31	$324,920	$338,520	$351,600

</TABLE>

During 2003, the Company reduced their CIP amortization by $34 million primarily due to improved mortality. CIP amortization expected to be recorded in each of the next five years is $21.5 million, $21.0 million, $20.5 million, $19.7 million, and $18.3 million, respectively.

5. Reserves for Guaranteed Benefits

Details concerning the Company's guaranteed minimum death benefit exposure as of December 31, 2004 were as follows:

	Return of Net Deposits Plus a Minimum Return
	(In Millions)
Account value	$ 43,750
Net amount at risk /(a)/	2,199
Average attained age of contract holders	54
Range of guaranteed minimum return rates	0.00%-3.00%

/(a)/ Net amount at risk represents the guaranteed benefit exposure in excess of the current account value if all contract holders died at the same balance sheet date.

The following summarizes the reserve for guaranteed benefits on variable contracts, which is reflected in the general account and reported in reserves for fixed annuity contracts on the consolidated balance sheet:

	(In Millions)
Balance at January 1, 2004 /(b)/	$ 13
Guaranteed benefits incurred	8
Guaranteed benefits paid	(11)
Balance at December 31, 2004	$ 10

/(b)/ Included in the one-time cumulative effect of accounting change resulting from the adoption of SOP 03-1.

The following assumptions and methodology were used to determine the reserve for guaranteed benefits at December 31, 2004:

- Data used was 1,000 stochastically generated investment performance scenarios.
- Mean investment performance assumption was 10%.
- Volatility assumption was 16%.
- Mortality was assumed to be 70% to 87.5% of the 1983a table.
- Lapse rates vary by contract type and duration and range from 5% to 25%.
- The discount rate was 3% to 8%.

6. Other Assets

Other assets consisted of the following:

	December 31 2004	December 31 2003
	(In Thousands)	
Goodwill	$ 39,780	$ 38,973
Computer software, net	104,114	121,866
Account receivable from brokers, net	29,437	84,794
Prepaid expenses	36,605	36,869
Property and equipment	49,594	61,893
Other	12,740	32,183
Total other assets	$272,270	$376,578

7. Restructuring Charges

In connection with the Parent's merger with AGC during 2001, the Company incurred $180.4 million in restructuring costs. Of the total restructuring charges, approximately $177.2 million has been paid as of December 31, 2004. The remaining balance is included in Other Liabilities.

8. Federal Income Taxes

8.1 Tax Liabilities

Income tax liabilities were as follows:

	December 31 2004	December 31 2003
	(In Thousands)	
Current tax receivables	$ (98,435)	$ (19,844)
Net deferred tax liabilities	1,541,342	1,124,026
Income tax payable	$1,442,907	$1,104,182

8. Federal Income Taxes (continued)

8.1 Tax Liabilities (continued)

The components of deferred tax liabilities and assets at December 31 were as follows:

	2004	2003
	(In Thousands)	
Deferred tax liabilities applicable to:		
Deferred policy acquisition costs	$ 998,567	$ 997,483
Basis differential of investments	190,550	72,232
Net unrealized gains on debt and equity securities available for sale	882,992	597,954
Capitalized EDP	26,599	30,702
Prepaid expenses	12,803	12,679
Other	47,492	58,044
Total deferred tax liabilities	2,159,003	1,769,094

Deferred tax assets applicable to:		
Policy reserves	(584,450)	(639,638)
Other	(33,211)	(5,430)
Total deferred tax assets	(617,661)	(645,068)
Net deferred tax liabilities	$1,541,342	$1,124,026

Under prior federal income tax law, one-half of the excess of a life insurance company's income from operations over its taxable investment income was not taxed, but was set aside in a special tax account designated as "policyholders' surplus." At December 31, 2004, the Company had approximately $382 million of policyholders' surplus on which no deferred tax liability has been recognized, as federal income taxes are not required unless it is distributed as a dividend, or recognized under other specified conditions. The Company does not believe that any significant portion of the account will be taxed in the foreseeable future.If the entire balance of the policyholders' surplus became taxable at the current federal income tax rates, the tax would be approximately $134 million. The American Jobs Creation Act of 2004 modified federal income tax law to allow life insurance companies to distribute amounts from policyholders' surplus during 2005 and 2006 without incurring federal income tax on the distributions. The Company is evaluating this new law and expects to eliminate its policyholders' surplus balance during these two years.

8. Federal Income Taxes (continued)

8.2 Tax Expense

Components of income tax expense (benefit) for the years ended December 31 were as follows:

<TABLE>
<CAPTION>

<S>	2004 <C>	2003 <C>	2002 <C>
	(In Thousands)		
Income tax at statutory percentage of GAAP pretax income	$526,571	$450,865	$ 344,654
Non-conventional fuel source credits	(96,202)	(93,655)	(101,917)
Dividends received deduction	(19,828)	(18,632)	(21,641)
State taxes	11,823	9,114	7,659
Low income housing & other tax credits	(6,654)	(6,718)	(6,607)
Other current taxes related to IRS settlements	(27)	(6,700)	(46,237)
Prior year true-ups	(16,310)	(3,225)	(1,956)
Non-qualifying and incentive stock option adjustments	--	(2,215)	(3,872)
Other	(661)	(2,279)	2,336
Income tax expense	$398,712	$326,555	$ 172,419

</TABLE>

9. Transactions With Affiliates

Notes receivable from affiliates were as follows:

<TABLE>
<CAPTION>

	December 31, 2004		December 31, 2003	
	Par Value	Book Value	Par Value	Book Value

	(In Thousands)			
American General Corporation, 9.375%, due 2008	$ 4,725	$ 3,932	$ 4,725	$ 3,795
American General Corporation, Promissory notes, 5.50% due 2004	--	--	2,446	2,446
AGC Life, Promissory notes, 6.75% due 2005	116,000	116,000	116,000	116,000
American General Corporation, Promissory notes, 2.78% due 2006	415,000	415,000	415,000	415,000
Castle Trust 2, Asset backed notes, 5.26%, due 2026	45,990	46,971	--	--
Castle Trust 2, Asset backed notes, 8.26%, due 2026	14,497	16,142	--	--
Total notes receivable from affiliates	596,212	598,045	538,171	537,241

</TABLE>

Various AIG companies provide services to the Company, principally mortgage servicing and investment management services, provided by American International Group Global Investment Corporation ("AIGGIC") on a fee basis. The Company paid approximately $67.5 million, $54.4 million and $52.9 million for such services in 2004, 2003 and 2002, respectively. Accounts payable for such services at December 31, 2004 and 2003 were not material. The Company rents facilities and provides services on an allocated cost basis to various AIG companies. Beginning in 1998, amounts received by the Company from affiliates include amounts received by its wholly owned, non-life insurance subsidiary, AGLC. AGLC provides shared services, including technology, to a number of AIG's life insurance subsidiaries.

The Company received approximately $337.0 million, $311.4 million and $261.3 million for such services and rent in 2004, 2003 and 2002, respectively. Accounts receivable for rent and services at December 31, 2004 and 2003 were not material.

9. Transactions With Affiliates (continued)

As a matter of Company policy, derivative contracts are generally executed with AIG Financial Products Corp. ("AIGFP"), an affiliated financial products company. From time to time, derivatives will be entered into with unaffiliated parties in conjunction with private placement investments.

During 2004, the Company purchased 38.7% of the non-voting preferred equity issued by Castle Trust 2003-II LP ("Castle Trust 2") for $116,558,398. The remaining non-voting equity interest and 100% of the voting equity of Castle Trust are held by various affiliates of the Company. The business of Castle Trust 2, and its wholly owned subsidiaries, is limited to buying, owning, leasing and selling a portfolio of aircraft. The purchase was funded by a capital contribution received from AGC Life Insurance Company. The Company's investment in Castle Trust 2 is reported in partnerships on the consolidated balance sheet.

On January 14, 2004, the Company purchased $65 million of fixed-rate asset-backed notes issued by Castle Trust 2. The notes mature on November 15, 2026 and are included in notes receivable from affiliates on the consolidated balance sheet.

On December 29, 2004, the Company purchased from Ambler Holding Corp, a wholly-owned subsidiary of the Company's affiliate AIG Financial Products, all of its Class D membership interests in Spicer Energy II LLC ("Spicer") for a purchase price of $86,100,234. As a result, the Company's Class D interest represents 25.3% of the equity in Spicer's three synfuel facilities. The Company's investment in Spicer is reported in partnerships on the consolidated balance sheet.

Effective August 1, 2003, the Company and AIG Life Insurance Company of Bermuda ("AIGB") entered into a Cut-through Agreement pursuant to which insureds, their beneficiaries and owners were granted a direct right of action against the Company in the event AIGB becomes insolvent or otherwise cannot or refuses to perform its obligations under certain life insurance policies issued by AIGB. The Cut-through Agreement was approved by the Texas Department of Insurance. The amount of the retained liability on AIGB's books related to this agreement at December 31, 2004 totaled $295,000. The Company feels the probability of loss under this agreement is remote.

Effective June 23, 2003, the Company entered into a Cut-through Agreement with AIG Life of Canada ("AIGC") pursuant to which claimants were granted a direct right of action against the Company in the event AIGC becomes insolvent or otherwise cannot or refuses to perform its obligations under certain structured settlement contracts issued by AIGC. On November 6, 2003, the Company filed the Cut-through Agreement with the Texas Department of Insurance (the

9. Transactions With Affiliates (continued)

Department). In early 2005, the Company discussed this Cut-through Agreement with the Department and it was agreed that the reserve established under these contracts would not exceed $300 million without the consent of the Department. As of December 31, 2004, the reserves recorded by AIGC, related to these contracts, totaled $121 million. The Company feels the probability of loss under this agreement is remote.

On June 23, 2003, VALIC, a subsidiary of the Company, extended credit in the amount of $52.5 million (the "Credit Extension") to Highstar Renewable Fuels, LLC ("Highstar"), an indirect wholly owned subsidiary of AIG. The Credit Extension was evidenced by a note dated June 23, 2003 (the "Note"). The Credit Extension was comprised of the following: (i) a loan in the amount of $37.5 million to Highstar (the "Loan"), (ii) a commitment to make an additional loan to Highstar in an aggregate amount not to exceed $2.5 million (the "Commitment") and (iii) a guaranty (the "Guaranty") to a bank that is not affiliated with VALIC (the "Bank"). Pursuant to the terms of the Guaranty, VALIC guaranteed the obligations of other companies (the "LOC Applicants") to the Bank, which obligations were set forth in reimbursement agreements related to standby letters of credit (the "letters of Credit") issued by the Bank. Highstar as a non-controlling partial indirect ownership interest in the LOC Applicants.

The primary beneficiaries of the Letters of Credit are partially owned by the LOC Applicant. If any beneficiary of a Letter of Credit drew against the Letter of Credit, VALIC may have been required to pay the Bank an amount equal to the amount of the draws against the Letter of Credit, but not more than the Guaranteed Amount. Pursuant to the terms of the Note, Highstar was obligated to reimburse the Company for any amounts paid by the Company under the Guaranty. Pursuant to the terms of the Guaranty, the Company had a maximum liability of $12.5 million plus cost of enforcement and collection, if any. Interest on the Note, which accrued at a rate of 12% per annum, and a commitment fee of $0.5 million, were due at maturity. VALIC recognized interest income on the Note of $1.9 million and $2.4 million for the years ended December 31, 2004 and 2003, respectively. The Loan matured and the Commitment expired on June 30, 2004. As of June 30, 2004, VALIC had received from Highstar all amounts due under the Note, and Highstar caused the Guaranty to be released by the Bank on that date.

On December 31, 2002, the Company sold certain partnership interests to an affiliate, Pine Street Holdings I LLC ("Pine Street Holdings"). Total proceeds received were $59.8 million, resulting in a realized gain of $5.4 million. The consideration received included $20.7 million of 1.38 percent secured term notes due December 31, 2012, and $14.1 million of preferred membership equity interests, issued by Pine Street Holdings.

9. Transactions With Affiliates (continued)

The Company's insurance policy obligations are guaranteed by American Home Assurance Company ("American Home"), a subsidiary of AIG. This guarantee is unconditional and irrevocable as to outstanding obligations, and the Company's contractholders have the right to enforce the guarantee directly against American Home. While American Home does not publish financial statements, it does file statutory annual and quarterly reports with the New York State Insurance Department, where such reports are available to the public.

10. Benefit Plans

Effective January 1, 2002, the Company's employees participate in various benefit plans sponsored by AIG, including a noncontributory qualified defined benefit retirement plan, various stock option and purchase plans, a 401(k) plan and a post retirement benefit program for medical care and life insurance. AIG's U.S. plans do not separately identify projected benefit obligations and plan assets attributable to employees of participating affiliates.

11. Derivative Financial Instruments

11.1 Use of Derivative Financial Instruments

The Company's use of derivative financial instruments is generally limited to swaps, currency swaps, S&P 500 index options and treasury note and U.S. long bond futures as hedges of certain financial assets and liabilities as follows:

Derivative Instrument	Hedged Item
Interest rate and currency swaps	Private placement bonds
S&P index options	Equity-indexed policy liabilities on certain universal life and annuity policies
Treasury note and long bond futures	Bonds purchased for short-term (trading) purposes

Hedge effectiveness is established and documented at inception and is reassessed quarterly by comparing notional amounts and contract terms and maturities for agreement and consistency.

With the exception of premiums required for the purchase of publicly-traded or over-the-counter (OTC)- traded S&P 500 index options and futures options, derivatives contracts purchased by the Company require no up-front cash payment and provide for net settlement.

11. Derivative Financial Instruments (continued)

11.2 Risks Inherent In the Use of Derivatives

Risks inherent in the use of derivatives include market risk, credit risk in the event of non-performance by counterparties, and mismatch risk. Exposure to market risk is mitigated by the fact that all derivatives contracts are executed as effective hedges the financial effects of which are offset by another financial instrument (investment securities or index-based policy liabilities). Counterparty credit exposure is limited by entering into agreements with affiliated counterparties or unaffiliated counterparties having high credit ratings. Affiliated counterparties are guaranteed by AIG and unaffiliated counterparty credit ratings are monitored on a regular basis. Mismatch risk is the risk that hedges are executed improperly or become ineffective over the term of the contracts. Procedures have been implemented at AIG Global Investment Group, the company's affiliated investment advisor, and within the Life Division to prevent and detect such mismatches.

11.3 Interest Rate and Currency Swap Agreements

Interest rate swap agreements are used to convert specific investment securities from a floating to a fixed rate basis and to convert certain fixed rates to different fixed rates. Currency swap agreements are used to convert cash flows from specific investment securities denominated in foreign currencies into U.S. dollars at specific exchange rates.

The difference between amounts paid and received on swap agreements, measured on the basis of fair value of the swaps, is recorded on an accrual basis as an adjustment to net investment income, policyholder interest expense, or other comprehensive income. The related amount payable to or receivable from counterparties is included in derivative liabilities or assets.

Swap agreements have terms of two to twenty-two years. There were no gains or losses from early swap terminations deferred in 2004.

11. Derivative Financial Instruments (continued)

11.3 Interest Rate and Currency Swap Agreements (continued)

Interest rate and currency swap agreements related to investment securities at December 31 were as follows:

	2004	2003
	(In Millions)	
Interest rate swap agreements to receive fixed rate:		
Notional amount	$ 57	$ 71
Fair value	4	6
Currency swap agreements (receive U.S. dollars/pay Canadian dollars):		
Notional amount (in U.S. dollars)	154	97
Fair Value	(38)	(16)
Currency swap agreements (receive U.S. dollars/pay Great Britain pounds):		
Notional amount (in U.S. dollars)	20	-
Fair Value	(2)	-
Currency swap agreements (receive U.S. dollars/pay Australian dollars):		
Notional amount (in U.S. dollars)	53	23
Fair value	(8)	(4)
Currency swap agreements (receive U.S. dollars/pay Japanese Yen):		
Notional amount (in U.S. dollars)	12	12
Fair value	(2)	(1)
Currency swap agreements (receive U.S. dollars/pay LIBOR and Euro-based floating rate):		
Notional amount (in U.S. dollars)	21	21
Fair value	(0)	(5)
Combination interest rate and currency swap agreements (receive U.S. dollars/pay Australian dollars):		
Notional amount (in U.S. dollars)	100	21
Fair value	(8)	(5)

11. Derivative Financial Instruments (continued)

11.4 Index Options

S&P 500 index options (puts and calls) are purchased as fair value hedges of index-based exposures inherent in the Company's equity-indexed universal life and annuity products. Such options generally have terms of one or two years. The Company has procedures in place to effectively match option purchases to policy liabilities and to assess ongoing effectiveness on a periodic basis. Contracts outstanding at December 31 were as follows:

	2004		2003	
	Notional	Fair Value	Notional	Fair Value
	(In Millions)			

Calls:				
One-year (or less) contracts	$ 100	$ 6	$ 29	$ 4
Two-year contracts	13	1	--	--

</TABLE>

11.5 Futures

The Company purchases and sells short futures options (treasury note and U.S. long bond) to offset interest rate exposures on certain bonds purchased for the trading portfolio. All such positions are closed out each quarter-end with mark to market adjustments recognized currently in earnings.

12. Fair Value of Financial Instruments

Statement of Financial Accounting Standards No. 107 "Disclosures about Fair Value of Financial Instruments" ("FASB 107") requires disclosure of fair value information about financial instruments for which it is practicable to estimate such fair value. In the measurement of the fair value of certain of the financial instruments, where quoted market prices were not available, other valuation techniques were utilized. These fair value estimates are derived using internally developed valuation methodologies based on available and observable market information.

12. Fair Value of Financial Instruments (continued)

Carrying amounts and fair values for certain of the Company's financial instruments at December 31 are presented below.

<TABLE>
<CAPTION>

<S>	2004 Fair Value <C>	2004 Carrying Amount <C>	2003 Fair Value <C>	2003 Carrying Amount <C>
	(In Millions)			
Assets				
Fixed maturity and equity securities	$ 49,525	$ 49,525	$ 45,517	$ 45,517
Mortgage loans on real estate	3,532	3,325	3,246	2,954
Policy loans	1,777	1,731	1,749	1,706
Short-term investments	63	63	112	112
Derivative assets	11	11	10	10
Partnerships	2,092	2,092	1,896	1,896
Separate account seed money	41	41	92	92
Investment in ultimate Parent Company	53	53	54	54
Notes receivable from affiliates	598	598	537	537
Securities lending collateral	9,286	9,286	4,451	4,451
Assets held in separate accounts	25,537	25,537	22,931	22,931
Liabilities				
Investment contracts	30,792	33,591	29,176	31,760
Dividend accumulations	904	904	901	901
Derivative liabilities	58	58	27	27
Securities lending payable	9,286	9,286	4,451	4,451
Liabilities related to separate accounts	25,537	25,537	22,931	22,931

</TABLE>

The following methods and assumptions were used to estimate the fair value of financial instruments:

Fixed Maturity and Equity Securities

Fair value for fixed maturity securities was based principally on independent pricing services, broker quotes and other independent information. For securities that do not have readily determinable market prices, the Company estimated fair value using internally prepared valuations (including those based on estimates of future profitability). Otherwise, the Company used its most recent purchases and sales of similar unquoted securities, independent broker quotes or comparison to similar securities with quoted prices when possible to estimate the fair value of those securities.

12. Fair Value of Financial Instruments (continued)

Fixed Maturity and Equity Securities (continued)

Fair values for equity securities was based upon quoted market prices.

Mortgage Loans on Real Estate

Fair value of mortgage loans was estimated primarily using discounted cash flows, based on contractual maturities and risk-adjusted discount rates.

Policy Loans

Fair value of policy loans was estimated using discounted cash flows and actuarially determined assumptions incorporating market rates.

Investment in Ultimate Parent Company

The fair value of the investment in the ultimate Parent Company is based on quoted market prices of AIG common stock.

Assets and Liabilities Related to Separate Accounts

The fair value of Separate Account assets and liabilities was based on quoted net asset value per share of the underlying mutual funds held in separate accounts.

Derivative Financial Instruments

Fair values for derivative assets and liabilities were based upon quoted market prices received from AIG Financial Products Corp, an affiliated financial products company, and independent sources.

Investment Contracts

Fair value of insurance investment contracts was estimated using cash flows discounted at market interest rates.

12. Fair Value of Financial Instruments (continued)

Notes Receivable from Affiliates

Fair values of promissory notes and asset backed notes from affiliates were based on quoted market prices, where available. For investments not actively traded, fair values were estimated using values obtained from independent pricing services or, in the case of some private placements, by discounting expected future cash flows using a current market rate applicable to yield, credit quality, and average life of investments.

Partnerships

Fair value of partnerships is based upon the fair value of the net assets of these investments as determined by the general partners.

Separate Account Seed Money

Fair value is considered to be the market value of the underlying securities.

13. Commitments and Contingencies

The Company has various leases, substantially all of which are for office space and facilities. Rentals under financing leases, contingent rentals, and future minimum rental commitments and rental expense under operating leases are not material.

The Company's ultimate parent, AIG, pursuant to various filings with the SEC, has reported that its Annual Report on Form 10-K for the fiscal year ended December 31, 2004 could not be filed within the prescribed time period due to management changes, as well as AIG's ongoing internal review of the accounting for certain transactions, which review was commenced in connection with regulatory inquiries announced by AIG and described in Current Reports on Forms 8-K filed with the SEC by AIG, including those filed on February 14, 2005, March 15, 2005 and March 30, 2005. In the opinion of the Company's management, based on the current status of these inquiries, it is not likely that any of these inquiries will have a material adverse effect on the Company's consolidated financial condition or results of operations.

13. Commitments and Contingencies (continued)

The Company is party to various other lawsuits and proceedings arising in the ordinary course of business. These lawsuits and proceedings include certain class action claims and claims filed by individuals who have excluded themselves from settlement of class action lawsuits relating to life insurance pricing and sales practices. In addition, many of these proceedings are pending in jurisdictions that permit damage awards disproportionate to the actual economic damages alleged to have been incurred. Based upon information presently available, the Company believes that the total amounts that will ultimately be paid, if any, arising from these lawsuits and proceedings will not have a material adverse effect on the Company's results of operations and financial position. However, it should be noted that the frequency of large damage awards, including large punitive damage awards, that bear little or no relation to actual economic damages incurred by plaintiffs in some jurisdictions continues to create the potential for an unpredictable judgment in any given suit.

The Company had $110.5 million of unfunded commitments for its investments in limited partnerships at December 31, 2004.

All fifty states have laws requiring solvent life insurance companies to pay assessments to protect the interests of policyholders of insolvent life insurance and annuity companies. The Company recognizes a liability for insurance-related assessments when all of the following three conditions have been met: (i) an assessment has been imposed or information available prior to the issuance of financial statements indicates it is probable that an assessment will be imposed, (ii) the event obligating the Company to pay an imposed or probable assessment occurred on or before the date of the financial statements and (iii) the amount of the assessment can be reasonably estimated. The December 31, 2004 liability was estimated by the Company using the latest information available from the National Organization of Life and Health Insurance Guaranty Associations. The liability is not material to the Company's consolidated statement of position. While it is not possible to exactly estimate the portion of the industry assessments for which the Company will be responsible, it is expected that any difference between the estimated assessments and the actual assessments will not be material to the Company's consolidated results of operations and financial position. Although the amount accrued represents the Company's best estimate of its liability, this estimate may change in the future.

13. Commitments and Contingencies (continued)

On November 1, 2002, the Company and various affiliates entered into a one-year inter-affiliate credit facility (the "facility"), under which the Company commits to make loans to AIG in amounts aggregating to not more than $90.0 million. Such loans may take the form of variable rate loans that pay the higher of the federal funds rate plus 0.5 percent or the prime rate, or fixed rate loans that pay LIBOR plus a specific margin. AIG has the option, at the commitment termination date to convert any outstanding loan balances to one-year term. After an initial one-year extension, effective October 29, 2004, the facility was amended to extend the commitment termination date to October 28, 2005. The Company has received annual facility fees of 0.045%. However, effective as of October 29, 2004, the facility fee was changed to 0.040%. No loans were funded during 2004 or 2003.

Tax credits generated by the production of synthetic fuel are subject to a phase-out provision that gradually reduces tax credits as the annual average wellhead price per barrel of domestic crude oil increases into an inflation-adjusted phase-out range. For 2003 and 2004, the tax credit would have begun to phase-out when the annual average wellhead price per barrel of domestic crude oil exceeded $50.14 per barrel and $51.35 per barrel, respectively. The 2005 phase-out range will be calculated using inflation rates published in 2006 by the Internal Revenue Service. If domestic crude oil prices remain high in 2005, the tax credits and net income generated by the investments may be reduced substantially.

During 1997 and 1998, the Company participated in a workers' compensation underwriting pool with a third party insurance company. Both companies share equally in the pool. Collectively, the workers' compensation business is assumed from over 50 ceding companies and retro-ceded to 15 programs. The business covers risks primarily from the 1997 and 1998 underwriting years but also includes one risk from the 1996 underwriting year as well.

Net premiums and losses retained by the Company, after retro-cessions to variable quota share reinsurers, are 100% retro-ceded to another AIG subsidiary, American General Assurance Company ("AGAC"). Under the agreement with AGAC, the company remains liable for any credit losses arising from uncollectible amounts from the third party reinsurers, including the Company's 50% pool participant. During 2004 and 2003, the Company recorded charges of $20.7 million and $0 million, respectively, related to such uncollectible amounts. Reinsurance recoverables included in these financial statements related to the workers' compensation business were $ 62.0 million and $ 137.4 million at December 31, 2004 and 2003, respectively. While not included in these financial statements, the Company is contingently liable for losses incurred by its 50% pool participant should that third party become insolvent or otherwise unable to meet its obligations under the pool agreement.

14. Reinsurance

Reinsurance transactions for the years ended December 31, 2004, 2003 and 2002 were as follows:
<TABLE>
<CAPTION>

<S>	Gross Amount <C>	Ceded to Other Companies <C>	Assumed From Other Companies <C>	Net Amount <C>	Percentage of Amount Assumed to Net <C>
			(In Thousands)		
December 31, 2004					
Life insurance in force	$410,133,222	$314,611,320	$2,814,650	$ 98,336,552	2.86%
Premiums:					
Life insurance and annuities	1,898,236	395,625	9,307	1,511,918	0.62%
Accident and health insurance	25,374	2,999	1,129	23,504	4.80%
Total premiums	$ 1,923,610	$ 398,624	$ 10,436	$ 1,535,422	0.68%
December 31, 2003					
Life insurance in force	$314,862,729	$211,992,953	$2,628,269	$105,498,045	2.49%
Premiums:					
Life insurance and annuities	1,758,005	305,828	6,641	1,458,818	0.46%
Accident and health insurance	24,827	(6,252)	(7,296)	23,783	-30.68%

Total premiums	$ 1,782,832	$ 299,576	$ (655)	$ 1,482,601	-0.04%
December 31, 2002					
Life insurance in force	$278,188,433	$170,693,613	$2,407,609	$109,902,429	2.19%
Premiums:					
Life insurance and annuities	1,760,974	397,686	21,125	1,384,413	1.53%
Accident and health insurance	25,713	983	(583)	24,147	-2.41%
Total premiums	$ 1,786,687	$ 398,669	$ 20,542	$ 1,408,560	1.46%

</TABLE>

Reinsurance recoverable on paid losses was approximately $47.5 million, and $47.5 million, at December 31, 2004 and 2003, respectively. Reinsurance recoverable on unpaid losses was approximately $77.7 million, and $150.2 million at December 31, 2004 and 2003, respectively.

14. Reinsurance (continued)

In December 2002, the Company entered into a coinsured/modified coinsurance agreement with AIG Life Insurance Company of Bermuda ("AIGB"). The agreement has an effective date of March 1, 2002. Under the agreement, AIGB reinsures 100% quota share of the Company's liability on virtually all level term and universal life products issued by the Company with issue dates on or after March 1, 2002. The agreement is unlimited in duration but either party may terminate the agreement as to new business with thirty days written notice to the other party. The agreement also provides for an experience refund of all profits, less a reinsurance risk charge.

15. Shareholder's Equity

The Company has 8,500 shares of $100 par value cumulative preferred stock authorized and outstanding with an $80 dividend rate, redeemable at $1,000 per share after December 31, 2000. The Company's stock is held by its immediate parent, AGC Life.

The Company paid $300 million, $0 million and $445 million in dividends on common stock to the Parent Company in 2004, 2003 and 2002, respectively. The Company also paid $680,000 in dividends on preferred stock to the Parent Company in 2004, 2003 and 2002.

On December 31, 2002, the Parent contributed to the Company a 100 percent interest in SunAmerica Hedge Fund Holdings LLC ("SAHFH"). SAHFH was formed on December 13, 2002. SAHFH's assets consist solely of investments in partnerships, which are included in partnerships in the consolidated balance sheets. The capital contribution was recorded in the amount of $443.8 million, representing the equity of SAHFH.

The Company and its insurance subsidiaries are restricted by state insurance laws as to the amounts they may pay as dividends without prior approval from their respective state insurance departments. At December 31, 2004, approximately $9.5 billion of consolidated shareholder's equity represents net assets of the Company, which cannot be transferred, in the form of dividends, loans, or advances to the Parent Company. Approximately $4.3 billion of consolidated shareholder's equity is similarly restricted as to transfer from its subsidiaries to the Company.

Generally, the net assets of the Company's subsidiaries available for transfer to the Parent are limited to the amounts that the subsidiaries' net assets, as determined in accordance with statutory accounting practices, exceed minimum statutory capital requirements. However, payments of such amounts as dividends may be subject to approval by regulatory authorities and are generally limited to the greater of 10 percent of policyholders' surplus or the previous year's statutory net gain from operations.

16. Division Operations

16.1 Nature of Operations

The Company manages its business operation through two divisions, which are based on products and services offered.

Retirement Services

The Retirement Services Division, which primarily relates to the operation of VALIC, a wholly owned subsidiary of the Company, provides tax-deferred retirement annuities and employer-sponsored retirement plans to employees of educational, health care, public sector, and other not-for-profit organizations marketed nationwide through exclusive sales representatives.

Life Insurance

The Life Insurance division provides traditional, interest-sensitive, and variable life insurance and annuities to a broad spectrum of customers through multiple distribution channels focused on specific market segments.

16.2 Division Results

Results of each division exclude net realized investment gains.

Division earnings information was as follows:
<TABLE>
<CAPTION>

	Revenues			Income Before Taxes			Earnings		
	2004	2003	2002	2004	2003	2002	2004	2003	2002
	(In Millions)								
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Retirement Services	$2,531	$2,301	$2,133	$1,116	$ 878	$ 772	$ 774	$ 593	$ 552
Life Insurance	3,855	3,568	3,235	546	467	508	435	406	452
Total divisions	6,386	5,869	5,368	1,662	1,345	1,280	1,209	999	1,004
Realized investment gains (losses)	(158)	(57)	(295)	(158)	(57)	(295)	(103)	(37)	(192)
Total consolidated	$6,228	$5,812	$5,073	$1,504	$1,288	$ 985	$1,106	$ 962	$ 812

</TABLE>

16. Division Operations (continued)

16.2 Division Results (continued)

Division balance sheet information was as follows:

	Assets		Liabilities	
	December 31			
	2004	2003	2004	2003
	(In Millions)			
Retirement Services	$68,052	$58,738	$63,063	$54,213
Life Insurance	30,264	27,273	25,083	22,839
Total consolidated	$98,316	$86,011	$88,146	$77,052

PART C: OTHER INFORMATION

Item 26. Exhibits

(a) Board of Directors Resolution.

(1) Resolutions of Board of Directors of American General Life Insurance Company authorizing the establishment of Separate Account VL-R. (1)

(b) Custodian Agreements. Inapplicable.

(c) Underwriting Contracts.

(1) Distribution Agreement between American General Life Insurance Company and American General Equity Services Corporation, effective October 1, 2002. (26)

(2) Form of Selling Group Agreement. (27)

(3) Schedule of Commissions (Incorporated by reference from the text included under the heading "Distribution of the Policies" in the Statement of Additional Information that is filed as part of this amended Registration Statement).

(d) Contracts.

(1) Specimen form of the "Platinum Investor(R) IV" Flexible Premium Variable Life Insurance Policy, Policy Form No. 04604. (25)

(2) Specimen form of Monthly Guarantee Premium Rider for First 20 Years, Form No. 04720. (25)

(3) Specimen form of Monthly Guarantee Premium Rider to Age 100, Form No. 04700. (25)

(4) Specimen form of Extension of Maturity Date Rider, Accumulation Value version, Form No. 99110. (29)

(5) Specimen form of Extension of Maturity Date Rider, Death Benefit version, Form No. 99111. (29)

(6) Specimen form of No Tobacco Use Incentive Endorsement, Form No. AGLC101287-2004. (25)

(e) Applications.

(1) Specimen form of Life Insurance Application - Part A, Form No. AGLC 100565- 2003. (24)

(2) Specimen form of Life Insurance Application - Part B, Form No. AGLC 100566- 2003. (24)

(3) Form of Variable Universal Life Insurance Supplemental Application, Form No. AGLC101192-2004. (29)

(4) Form of Service Request Form, Form No. AGLC101335. (25)

(5) Form of Cash Disbursement Request Form, Form No. AGLC 0109 Rev0103. (27)

(6) Form of Assignment Form, Form No. AGLC 0205 Rev0103. (27)

(7) Form of Electronic Funds Authorization Form, Form No. AGLC 0220 Rev0103. (27)

(8) Form of Name and Address Change Form, Form No. AGLC 0222 Rev0103. (27)

(9) Form of Request for Change of Ownership on a Life Insurance Policy Form, Form No. VUL 0013 Rev1202. (27)

(10) Form of Request for Full Cash Surrender Value Form, Form No. VUL 0015 Rev1202. (27)

(11) Form of Change of Beneficiary Form, Form No. VUL 0016 Rev1202. (27)

(f) Depositor's Certificate of Incorporation and By-Laws.

(1) Amended and Restated Articles of Incorporation of American General Life Insurance Company, effective December 31, 1991. (2)

(2) Amendment to the Amended and Restated Articles of Incorporation of American General Life Insurance Company, effective July 13, 1995. (5)

(3) By-laws of American General Life Insurance Company, adopted January 22, 1992. (3)

(g) Reinsurance Contracts. Inapplicable.

(h) Participation Agreements.

(1)(a) Form of Participation Agreement by and Among AIM Variable Insurance Funds, Inc., A I M Distributors, Inc., American General Life Insurance Company, on Behalf of Itself and its Separate Accounts, and American General Securities Incorporated. (6)

(1)(b) Form of Amendment Four to Participation Agreement by and among AIM Variable Insurance Funds, Inc., A I M Distributors, Inc., American General Life Insurance Company, on Behalf of Itself and its Separate Accounts, and American General Securities Incorporated. (17)

(1)(c) Form of Amendment Six to Participation Agreement by and among AIM Variable Insurance Funds, Inc., A I M Distributors, Inc., American General Life Insurance Company, on Behalf of Itself and its Separate Accounts, and American General Securities Incorporated. (28)

(1)(d) Form of Amendment Eight to Participation Agreement by and among AIM Variable Insurance Funds, Inc., A I M Distributors, Inc., American General Life Insurance Company, on Behalf of Itself and its Separate Accounts, and American General Securities Incorporated. (25)

(2)(a) Form of Participation Agreement by and among The Alger American Fund, American General Life Insurance Company and Fred Alger & Company, Incorporated. (16)

(3)(a) Form of Shareholder Services Agreement by and between American General Life Insurance Company and American Century Investment Management, Inc. (15)

(3)(b) Form of Amendment No. 2 to Shareholder Services Agreement by and between American General Life Insurance Company and American Century Investment Management, Inc. and American Century Investment Services, Inc. (Filed herewith)

(4)(a) Form of Participation Agreement by and between American General Life Insurance Company, Warburg Pincus Trust, Credit Suisse Asset Management, LLC and Credit Suisse Asset Management Securities, Inc. (19)

(5)(a) Form of Participation Agreement Between American General Life Insurance Company, Dreyfus Variable Investment Fund, The Dreyfus Socially Responsible Growth Fund, Inc. and Dreyfus Life and Annuity Index Fund, Inc. (6)

(5)(b) Amendment One to Participation Agreement by and among American General Life Insurance Company, Dreyfus Variable Investment Fund, The Dreyfus Socially Responsible Growth Fund, Inc. and Dreyfus Life and Annuity Index Fund, Inc. dated December 1, 1998. (8)

(6)(a) Form of Amended and Restated Participation Agreement by and between Variable Insurance Products Fund, Fidelity Distributors Corporation and American General Life Insurance Company. (19)

(6)(b) Form of Amendment No. 3 to the Amended and Restated Participation Agreement by and between Variable Insurance Products Fund, Fidelity Distributors Corporation and American General Life Insurance Company.

(16)

(6)(c) Form of Amendment No. 5 to the Amended and Restated Participation Agreement by and between Variable Insurance Products Fund, Fidelity Distributors Corporation and American General Life Insurance Company. (25)

(7)(a) Form of Amended and Restated Participation Agreement by and between Variable Insurance Products Fund II, Fidelity Distributors Corporation and American General Life Insurance Company. (19)

(7)(b) Form of Amendment No. 3 to the Amended and Restated Participation Agreement by and between Variable Insurance Products Fund II, Fidelity Distributors Corporation and American General Life Insurance Company. (16)

(7)(c) Form of Amendment No. 5 to the Amended and Restated Participation Agreement by and between Variable Insurance Products Fund II, Fidelity Distributors Corporation and American General Life Insurance Company. (25)

(8)(a) Form of Participation Agreement by and between Variable Insurance Products Fund III, Fidelity Distributors Corporation and American General Life Insurance Company. (16)

(8)(b) Form of Amendment No. 2 to the Participation Agreement by and between Variable Insurance Products Fund III, Fidelity Distributors Corporation and American General Life Insurance Company. (25)

(9)(a) Form of Amended and Restated Participation Agreement by and among American General Life Insurance Company, American General Equity Services Corporation, Franklin Templeton Variable Insurance Products Trust and Franklin Templeton Distributors, Inc., dated as of October 1, 2002. (30)

(9)(b) Form of Amendment to Amended and Restated Participation Agreement by and among American General Life Insurance Company, American General Equity Services Corporation, Franklin Templeton Variable Insurance Products Trust and Franklin Templeton Distributors, Inc., dated as of January 1, 2005. (25)

(10)(a) Form of Fund Participation Agreement by and between American General Life Insurance Company and Janus Aspen Series. (19)

(10)(b) Form of Amendment No. 4 to Fund Participation Agreement by and between American General Life Insurance Company and Janus Aspen Series. (25)

(11)(a) Form of Participation Agreement by and between American General Life Insurance Company and J.P. Morgan Series Trust II. (19)

(11)(b) Form of Amendment No. 1 to Participation Agreement by and between American General Life Insurance Company and J.P. Morgan Series Trust II. (16)

(12)(a) Form of Participation Agreement Among MFS Variable Insurance Trust, American General Life Insurance Company and Massachusetts Financial Services Company. (6)

(12)(b) Form of Amendment Five to Participation Agreement by and among MFS Variable Insurance Trust, American General Life Insurance Company and Massachusetts Financial Services Company. (19)

(12)(c) Form of Amendment Ten to Participation Agreement by and among MFS Variable Insurance Trust, American General Life Insurance Company and Massachusetts Financial Services Company. (25)

(13)(a) Participation Agreement by and among Morgan Stanley Universal Funds, Inc., Morgan Stanley Asset Management Inc., Miller Anderson & Sherrerd LLP., Van Kampen American Capital Distributors, Inc., American General Life Insurance Company and American General Securities Incorporated. (9)

(13)(b) Amendment Number 1 to Participation Agreement by and among Morgan Stanley Universal Funds, Inc., Morgan Stanley Asset Management Inc., Miller Anderson & Sherrerd LLP, Van Kampen American Capital Distributors, Inc., American General Life Insurance Company and American General Securities Incorporated. (11)

(13)(c) Form of Amendment Seven to Participation Agreement among Morgan Stanley Universal Funds, Inc., Van Kampen American Capital Distributors, Inc., Morgan Stanley Asset Management Inc., Miller Anderson & Sherrerd

LLP, American General Life Insurance Company and American General Securities Incorporated. (17)

(13)(d) Form of Amendment Ten to Participation Agreement among Morgan Stanley Universal Funds, Inc., Van Kampen American Capital Distributors, Inc., Morgan Stanley Asset Management Inc., Miller Anderson & Sherrerd LLP, American General Life Insurance Company and American General Distributors, Inc. (23)

(13)(e) Form of Amendment Twelve to Participation Agreement by and among American General Life Insurance Company, American General Equity Services Corporation, Van Kampen Funds, Inc., The Universal Institutional Funds, Inc., and Morgan Stanley Investment Management, Inc. (25)

(14)(a) Sales Agreement by and between American General Life Insurance Company, Neuberger & Berman Advisors Management Trust and Neuberger & Berman Management Incorporated. (15)

(15)(a) Form of Assignment and Modification Agreement by and between Neuberger & Berman Management Incorporated and American General Life Insurance Company. (15)

(16)(a) Form of Participation Agreement by and among American General Life Insurance Company, Oppenheimer Variable Account Funds, and OppenheimerFunds, Inc. (21)

(16)(b) Form of Amendment No. 1 to Participation Agreement by and among American General Life Insurance Company, Oppenheimer Variable Account Funds, and OppenheimerFunds, Inc. (16)

(16)(c) Form of Amendment No. 2 to Participation Agreement by and among American General Life Insurance Company, Oppenheimer Variable Account Funds, and OppenheimerFunds, Inc. (Filed herewith)

(17)(a) Form of Participation Agreement by and between American General Life Insurance Company, PIMCO Variable Insurance Trust and PIMCO Funds Distributor LLC. (19)

(18)(a) Form of Participation Agreement Among Putnam Variable Trust, Putnam Mutual Funds Corp., and American General Life Insurance Company. (6)

(19)(a) Form of Participation Agreement by and between SunAmerica Series Trust and American General Life Insurance Company. (20)

(19)(b) Form of Addendum to Fund Participation Agreement For Class A Shares by and between SunAmerica Series Trust and American General Life Insurance Company. (Filed herewith)

(19)(c) Form of Amendment to Participation Agreement by and between SunAmerica Series Trust and American General Life Insurance Company, dated July 2, 2003. (25)

(20)(a) Form of Participation Agreement by and between The Variable Annuity Life Insurance Company, American General Series Portfolio Company, American General Securities Incorporated and American General Life Insurance Company. (10)

(20)(b) Amendment One to Participation Agreement by and between The Variable Annuity Life Insurance Company, American General Series Portfolio Company, American General Securities Incorporated and American General Life Insurance Company dated as of July 21, 1998. (8)

(20)(c) Form of Amendment Two to Participation Agreement by and between The Variable Annuity Life Insurance Company, American General Series Portfolio Company, American General Securities Incorporated and American General Life Insurance Company. (19)

(20)(d) Form of Amendment Three to Participation Agreement by and between The Variable Annuity Life Insurance Company, American General Series Portfolio Company, American General Securities Incorporated and American General Life Insurance Company. (17)

(20)(e) Form of Amendment Five to Participation Agreement by and between The Variable Annuity Life Insurance Company, American General Series Portfolio Company, American General Securities Incorporated and American General Life Insurance Company. (25)

(21)(a) Amended and Restated Participation Agreement by and among American General Life Insurance Company, American General Securities Incorporated, Van Kampen American Capital Life Investment Trust, Van Kampen American Capital Asset Management, Inc., and Van Kampen American Capital Distributors, Inc. (9)

(21)(b) Amendment One to Amended and Restated Participation Agreement by and among American General Life Insurance Company, American General Securities Incorporated, Van Kampen American Capital Life Investment Trust, Van Kampen American Capital Asset Management, Inc., and Van Kampen American Capital Distributors, Inc. (8)

(21)(c) Form of Amendment Six to Amended and Restated Participation Agreement among Van Kampen Life Investment Trust, Van Kampen Funds Inc., Van Kampen Asset Management, Inc., American General Life Insurance Company and American General Securities Incorporated. (17)

(21)(d) Form of Amendment Nine to Amended and Restated Participation Agreement among Van Kampen Life Investment Trust, Van Kampen Funds Inc., Van Kampen Asset Management, Inc., American General Life Insurance Company and American General Distributors, Inc. (23)

(21)(e) Form of Amendment Ten to Amended and Restated Participation Agreement among Van Kampen Life Investment Trust, Van Kampen Funds Inc., Van Kampen Asset Management, Inc., American General Life Insurance Company and American General Distributors, Inc. (25)

(22)(a) Form of Participation Agreement by and between Vanguard Variable Insurance Funds, The Vanguard Group, Inc., Vanguard Marketing Corporation and American General Life Insurance Company. (19)

(22)(b) Form of Amendment to Participation Agreement by and between Vanguard Variable Insurance Funds, The Vanguard Group, Inc., Vanguard Marketing Corporation and American General Life Insurance Company. (Filed herewith)

(23)(a) Form of Amended and Restated Administrative Services Agreement between American General Life Insurance Company and A I M Advisors, Inc. (Filed herewith)

(24)(a) Form of Service Agreement Class O between Fred Alger Management, Inc. and American General Life Insurance Company. (16)

(25)(a) Form of Administrative Services Agreement between American General Life Insurance Company and fund distributor. (5)

(26)(a) Form of Administrative Services Agreement by and between American General Life Insurance Company and Credit Suisse Asset Management, LLC. (19)

(27)(a) Administrative Services Agreement dated as of August 11, 1998, between American General Life Insurance Company and The Dreyfus Corporation. (4)

(27)(b) Amendment to Administrative Services Agreement dated as of August 11, 1998, between American General Life Insurance Company and The Dreyfus Corporation effective as of December 1, 1998. (4)

(28)(a) Form of Service Contract by and between Fidelity Distributors Corporation and American General Equity Services Corporation, effective October 1, 2002. (16)

(29)(a) Form of Service Agreement by and between Fidelity Investments Institutional Operations Company, Inc. and American General Life Insurance Company. (19)

(30)(a) Form of Administrative Services Agreement by and among American General Life Insurance Company and Franklin Templeton Services, Inc., dated as of July 1, 1999. (12)

(30)(b) Form of Amendment to Administrative Services Agreement by and among American General Life Insurance Company and Franklin Templeton Services, LLC, effective November 1, 2001. (22)

(30)(c) Form of Amendment No. 3 to Administrative Services Agreement by and among American General Life Insurance Company and Franklin Templeton Services, LLC, dated as of July 30, 2004. (30)

(30)(d) Form of Amendment No. 4 to Administrative Services Agreement by and among American General Life Insurance Company and Franklin Templeton Services, LLC, dated as of January 1, 2005. (25)

(31)(a) Form of Distribution and Shareholder Services Agreement by and between Janus Distributors, Inc. and American General Life Insurance Company. (19)

(32)(a) Form of Administrative Services Agreement by and between American General Life Insurance Company and JPMorgan Chase Bank, effective May 1, 2003. (16)

(33)(a) Form of Administrative Services Agreement between American General Life Insurance Company, Miller Anderson & Sherrard LLP and Morgan Stanley Dean Witter Investment Management Inc. (14)

(33)(b) Form of Amendment No. 2 to Administrative Services Agreement between American General Life Insurance Company and Morgan Stanley Investment Management, Inc. (25)

(34)(a) Form of Administrative Services Agreement by and between American General Life Insurance Company and Neuberger & Berman Management Incorporated. (15)

(35)(a) Form of Administrative Services Agreement by and among American General Life Insurance Company and OppenheimerFunds, Inc. (21)

(35)(b) Form of Amendment No. 1 to Administrative Services Agreement by and among American General Life Insurance Company and OppenheimerFunds, Inc. (16)

(35)(c) Form of Amendment No. 2 to Administrative Services Agreement by and among American General Life Insurance Company and OppenheimerFunds, Inc. (Filed herewith)

(36)(a) Form of Services Agreement by and between American General Life Insurance Company and Pacific Investment Management, LLC. (19)

(37)(a) Form of PIMCO Variable Insurance Trust Services Agreement by and between American General Life Insurance Company and PIMCO Variable Insurance Trust. (19)

(38)(a) Form of Administrative Services Agreement by and between SunAmerica Asset Management Corp. and American General Life Insurance Company. (20)

(38)(b) Form of Amendment No. 2 to Administrative Services Agreement by and between AIG SunAmerica Asset Management Corp. and American General Life Insurance Company. (25)

(39)(a) Form of Administrative Services Agreement between Van Kampen Asset

Management Inc. and American General Life Insurance Company dated January 1, 2000 (21)

(39)(b) Form of Amendment No. 1 to Administrative Services Agreement between Van Kampen Asset Management Inc. and American General Life Insurance Company, dated November 1, 2001. (18)

(39)(c) Form of Amendment No. 4 to Administrative Services Agreement between Van Kampen Asset Management Inc. and American General Life Insurance Company. (25)

(40)(a) Form of Indemnification Letter Agreement by and between J.P. Morgan Investment Management Inc. and American General Life Insurance Company. (Filed herewith)

(i) Administrative Contracts.

(1) Form of services agreement dated July 31, 1975, (limited to introduction and first two recitals, and sections 1-3) among various affiliates of American General Corporation, including American General Life Insurance Company and American General Life Companies. (7)

(2)(a) Form of Service and Expense Agreement dated February 1, 1974, between American International Group, Inc. and various affiliate subsidiaries, including American General Life Insurance Company. (13)

(2)(b) Form of Addendum No. 1 to Service and Expense Agreement dated February 1, 1974, between American International Group, Inc. and various affiliate subsidiaries, including American General Life Insurance Company, dated May 21, 1975. (13)

(2)(c) Form of Addendum No. 2 to Service and Expense Agreement dated February 1, 1974, between American International Group, Inc. and various affiliate subsidiaries, including American General Life Insurance Company, dated September 23, 1975. (13)

(2)(d) Form of Addendum No. 24 to Service and Expense Agreement dated February 1, 1974, between American International Group, Inc. and various affiliate subsidiaries, including American General Life Insurance Company, dated December 30, 1998. (13)

(2)(e) Form of Addendum No. 28 to Service and Expense Agreement dated February 1, 1974, among American International Group, Inc. and various affiliate subsidiaries, including American General Life Insurance Company and American General Life Companies, effective January 1, 2002. (13)

(2)(f) Form of Addendum No. 30 to Service and Expense Agreement dated February 1, 1974, among American International Group, Inc. and various affiliate subsidiaries, including American General Life Insurance Company and American General Life Companies, LLC, effective January 1, 2002. (13)

(2)(g) Form of Addendum No. 32 to Service and Expense Agreement dated February 1, 1974, among American International Group, Inc. and various affiliate subsidiaries, including American General Life Insurance Company, American General Life Companies, LLC and American General Equity Services Corporation, effective May 1, 2004. (Filed herewith)

(j) Other Material Contracts. None

(k) Legal Opinion.

(1) Opinion and Consent of Lauren W. Jones, Esq., Deputy General Counsel of American General Life Companies, LLC. (25)

(l) Actuarial Opinion.

(1) Opinion and Consent of American General Life Insurance Company's actuary. (25)

(m) Calculation. None

(n) Other Opinions.

(1) Consent of Independent Registered Public Accounting Firm, PricewaterhouseCoopers LLP. (Filed herewith)

(o) Omitted Financial Statements. None

(p) Initial Capital Agreements. None

(q) Redeemability Exemption.

(1) Description of American General Life Insurance Company's Issuance, Transfer and Redemption Procedures for Variable Universal Life Insurance Policies Pursuant to Rule 6e-3(T)(b)(12)(iii) under the Investment Company Act of 1940. (Filed herewith)

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(1) Incorporated by reference to initial filing of Form S-6 Registration Statement (File No. 333-42567) of American General Life Insurance Company Separate Account VL-R filed on December 18, 1997.

(2) Incorporated by reference to initial filing of Form N-4 Registration Statement (File No. 033-43390) of American General Life Insurance Company Separate Account D filed on October 16, 1991.

(3) Incorporated by reference to Post-Effective Amendment No. 1 to Form N-4 Registration Statement (File No. 033-43390) of American General Life Insurance Company Separate Account D filed on April 30, 1992.

(4) Incorporated by reference to initial filing of Form N-4 Registration Statement (File No. 333-70667) of American General Life Insurance Company Separate Account D filed on January 15, 1999.

(5) Incorporated by reference to Pre-Effective Amendment No. 3 to Form S-6 Registration Statement (File No. 333-53909) of American General Life Insurance Company Separate Account VL-R filed on August 19, 1998.

(6) Incorporated by reference to Pre-Effective Amendment No. 1 to Form S-6 Registration Statement (File No. 333-42567) of American General Life Insurance Company Separate Account VL-R filed on March 23, 1998.

(7) Incorporated by reference to Pre-Effective Amendment No. 23 to Form N-4 Registration Statement (File No. 033-44745) of American General Life Insurance Company Separate Account A filed on April 24, 1998.

(8) Incorporated by reference to Pre-Effective Amendment No. 1 to Form N-4 Registration Statement (File No. 333-70667) of American General Life Insurance Company Separate Account D filed on March 18, 1999.

(9) Incorporated by reference to Post-Effective Amendment No. 12 to Form N-4 Registration Statement (File No. 033-43390) of American General Life Insurance Company Separate Account D filed on April 30, 1997.

(10) Incorporated by reference to Pre-Effective Amendment No. 1 to Form N-4 Registration Statement (File No. 333-40637) of American General Life Insurance Company Separate Account D filed on February 12, 1998.

(11) Incorporated by reference to Pre-Effective Amendment No. 1 to Form S-6 Registration Statement (File No. 333-80191) of American General Life Insurance Company Separate Account VL-R filed on August 25, 1999.

(12) Incorporated by reference to Post-Effective Amendment No. 1 to Form S-6 Registration Statement (File No. 333-87307) of American General Life Insurance Company Separate Account VL-R filed on October 10, 2000.

(13) Incorporated by reference to Post-Effective Amendment No. 8 to Form N-6 Registration Statement (File No. 333-43264) of American General Life Insurance Company Separate Account VL-R filed on May 3, 2004.

(14) Incorporated by reference to Post-Effective Amendment No. 18 to Form N-4 Registration Statement (File No. 033-43390) of American General Life Insurance Company Separate Account D filed on April 12, 2000.

(15) Incorporated by reference to Pre-Effective Amendment No. 1 to Form S-6 Registration Statement (File No. 333-89897) of American General Life Insurance Company Separate Account VL-R filed on January 21, 2000.

(16) Incorporated by reference to Post-Effective Amendment No. 6 to Form N-6 Registration Statement (File No. 333-43264) of American General Life Insurance Company Separate Account VL-R filed on April 30, 2003.

(17) Incorporated by reference to Post-Effective Amendment No. 4 to Form S-6 Registration Statement (File No. 333-42567) of American General Life Insurance Company Separate Account VL-R filed on October 11, 2000.

(18) Incorporated by reference to Post-Effective Amendment No. 4 to Form N-6 Registration Statement (File No. 333-43264) of American General Life Insurance Company Separate Account VL-R filed on February 10, 2003.

(19) Incorporated by reference to Post-Effective Amendment No. 2 to Form S-6 Registration Statement (File No. 333-80191) of American General Life Insurance Company Separate Account VL-R filed on September 20, 2000.

(20) Incorporated by reference to Post-Effective Amendment No. 2 to Form S-6 Registration Statement (File No. 333-65170) of American General Life Insurance Company Separate Account VL-R filed on April 24, 2002.

(21) Incorporated by reference to Pre-Effective Amendment No. 1 to Form S-6 Registration Statement (File No. 333-87307) of American General Life Insurance Company Separate Account VL-R filed on January 20, 2000.

(22) Incorporated by reference to Post-Effective Amendment No. 1 to Form S-6 Registration Statement (File No. 333-65170) of American General Life Insurance Company Separate Account VL-R filed on December 3, 2001.

(23) Incorporated by reference to Post-Effective Amendment No. 3 to Form N-6 Registration Statement (File No. 333-65170) of American General Life Insurance Company Separate Account VL-R filed on January 23, 2003.

(24) Incorporated by reference to initial filing of Form N-6 Registration Statement (File No. 333- 109613) of American General Life Insurance Company Separate Account VL-R filed on October 10, 2003.

(25) Incorporated by reference to Pre-Effective Amendment No. 1 to Form N-4 Registration Statement (File No. 333-109206) of American General Life Insurance Company Separate Account D filed on December 17, 2003.

(26) Incorporated by reference to Post-Effective Amendment No. 7 to Form N-4 Registration Statement (File No. 333-40637) of American General Life Insurance Company Separate Account D filed on November 8, 2002.

(27) Incorporated by reference to initial filing of Form N-6 Registration Statement (File No. 333- 102299) of American General Life Insurance Company Separate Account VUL-2 filed on December 31, 2002.

(28) Incorporated by reference to initial filing of Form N-6 Registration Statement (File No. 333- 103361) of American General Life Insurance Company Separate Account VL-R filed on February 21, 2003.

(29) Incorporated by reference to initial filing of Form N-6 Registration Statement (File No. 333- 118318) of American General Life Insurance Company Separate Account VL-R filed on August 18, 2004.

(30) Incorporated by reference to Post-Effective Amendment No. 7 to Form N-6 Registration Statement (File No. 333-80191) of American General Life Insurance Company Separate Account VL-R filed on December 2, 2004.

Item 27. Directors and Officers of the Depositor

<TABLE>
<CAPTION>

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company

<S> <C>

Rodney O. Martin, Jr. 2929 Allen Parkway Houston, TX 77019	Director, Chairman of the Board of Directors, President and Chief Executive Officer
M. Bernard Aidinoff Sullivan and Cromwell 125 Broad Street New York, NY 10004	Director
David J. Dietz 830 Third Avenue New York, NY 10022	Director and Chairman-Affluent & Corporate Markets Profit Center
David L. Herzog 2929 Allen Parkway Houston, TX 77019	Director
Richard A. Hollar 750 West Virginia Street Milwaukee, WI 53204	Director, President-AIG Life Brokerage Profit Center and Chief Executive Officer-AIG Life Brokerage Profit Center

</TABLE>

<TABLE>
<CAPTION>

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company
<S>	<C>
Royce G. Imhoff, II 2929 Allen Parkway Houston, TX 77019	Director, President-Affluent & Corporate Markets Profit Center and Chief Executive Officer-Affluent & Corporate Markets Profit Center
Donald P. Kanak, Jr. 70 Pine Street New York, NY 10270	Director
Richard J. Miller 2929 Allen Parkway Houston, TX 77019	Director, President-Independent Advisory Network Profit Center and Chief Executive Officer-Independent Advisory Group
Ernest T. Patrikis 70 Pine Street New York, NY 10270	Director
Gary D. Reddick 2929 Allen Parkway Houston, TX 77019	Director, Chief Administrative Officer and Executive Vice President
Martin J. Sullivan 70 Pine Street New York, NY 10270	Director
Christopher J. Swift 2929 Allen Parkway Houston, TX 77019	Director, Chief Financial Officer and Executive Vice President
James W. Weakley 2929 Allen Parkway Houston, TX 77019	Director, President-Worksite Solutions Profit Center and Chief Executive Officer-Worksite Solutions Profit Center
Thomas L. Booker 2727 Allen Parkway Houston, TX 77019	President-Structured Settlements/SPIA Profit Center
Lawrence J. O'Brien 2727 Allen Parkway Houston, TX 77019	President-Agency Building Profit Center

</TABLE>

Name and Principal   Positions and Offices with Depositor

Business Address	American General Life Insurance Company
Jeffrey H. Carlson 2727 Allen Parkway Houston, TX 77019	Chief Information Officer and Senior Vice President
Steven D. Anderson 2727 Allen Parkway Houston, TX 77019	Senior Vice President-Independent Advisory Group
Stephen A. Appleyard 2727 Allen Parkway Houston, TX 77019	Senior Vice President-Accident & Health
David R. Armstrong 3600 Route 66 Neptune, NJ 07754	Senior Vice President
Erik A. Baden 2727 Allen Parkway Houston, TX 77019	Senior Vice President
Wayne A. Barnard 2929 Allen Parkway Houston, TX 77019	Senior Vice President
Robert M. Beuerlein 2727-A Allen Parkway Houston, TX 77019	Senior Vice President
Rebecca G. Campbell 2929 Allen Parkway Houston, TX 77019	Senior Vice President
James A. Galli 830 Third Avenue New York, NY 10022	Senior Vice President
William F. Guterding 830 Third Avenue New York, NY 10022	Senior Vice President

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company
Robert F. Herbert, Jr. 2727-A Allen Parkway Houston, TX 77019	Senior Vice President, Treasurer and Controller
S. Douglas Israel 2929 Allen Parkway Houston, TX 77019	Senior Vice President
Kyle L. Jennings 2929 Allen Parkway Houston, TX 77019	Senior Vice President
Althea R. Johnson 2929 Allen Parkway Houston, TX 77019	Senior Vice President
Glen D. Keller 2727 Allen Parkway Houston, TX 77019	Senior Vice President
Simon J. Leech 2727-A Allen Parkway Houston, TX 77019	Senior Vice President
Kent D. Major 2727-A Allen Parkway Houston, TX 77019	Senior Vice President
Mark R. McGuire 2727-A Allen Parkway	Senior Vice President

Houston, TX 77019

Laura W. Milazzo 2727 Allen Parkway Houston, TX 77019	Senior Vice President
A. Hasan Qureshi 1 ALICO Plaza 600 King Street Wilmington, DE 19801	Senior Vice President

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company
Dennis H. Roberts 2727 Allen Parkway Houston, TX 77019	Senior Vice President
Richard C. Schuettner 750 West Virginia Street Milwaukee, WI 53204	Senior Vice President
James P. Sennett 2727 Allen Parkway Houston, TX 77019	Senior Vice President
James P. Steele 205 E. 10th Street Amarillo, TX 79101	Senior Vice President
Robert E. Steele 205 E. 10th Street Amarillo, TX 79101	Senior Vice President
Dan E. Trudan 750 West Virginia St. Milwaukee, WI 53204	Senior Vice President
Frederic R. Yopps 750 West Virginia St. Milwaukee, WI 53204	Senior Vice President
Steven E. Zimmerman 2727 Allen Parkway Houston, TX 77019	Senior Vice President
Edward F. Bacon 2727-A Allen Parkway Houston, TX 77019	Vice President
Joan M. Bartel 2727 Allen Parkway Houston, TX 77019	Vice President

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company
Michael B. Boesen 2727-A Allen Parkway Houston, TX 77019	Vice President
James B. Brown 2727 Allen Parkway Houston, TX 77019	Vice President
Robert W. Chesner 2929 Allen Parkway Houston, TX 77019	Vice President
Valerie A. Childrey 750 West Virginia Street	Vice President

Milwaukee, WI 53204

Mark E. Childs 2727 Allen Parkway Houston, TX 77019	Vice President
Robert M. Cicchi 2727 Allen Parkway Houston, TX 77019	Vice President
Donald L. Davis 205 E. 10th Street Amarillo, TX 79101	Vice President
Steven A. Dmytrack 2929 Allen Parkway Houston, TX 77019	Vice President
Timothy M. Donovan 2727 Allen Parkway Houston, TX 77019	Vice President
Farideh N. Farrokhi 2727-A Allen Parkway Houston, TX 77019	Vice President

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company
Patrick Froze 750 West Virginia Street Milwaukee, WI 53204	Vice President
Frederick J. Garland, Jr. 2727 Allen Parkway Houston, TX 77019	Vice President
Lisa Gerhart 2727 Allen Parkway Houston, TX 77019	Vice President
Richard L. Gravette 2727-A Allen Parkway Houston, TX 77019	Vice President
Kenneth J. Griesemer 6363 Forest Park Road Dallas, TX 75235	Vice President
Daniel J. Gutenberger 70 Pine Street New York, NY 10270	Vice President
Joel H. Hammer 1 Chase Manhattan Place New York, NY 10005	Vice President
John Harmeling 2929 Allen Parkway Houston, Texas 77019	Vice President
Craig H. Harrel 2929 Allen Parkway Houston, TX 77019	Vice President
D. Leigh Harrington 2727 Allen Parkway Houston, TX 77019	Vice President

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company

Bradley Harris 2727 Allen Parkway Houston, TX 77019	Vice President
Michael Harrison 2727 Allen Parkway Houston, TX 77019	Vice President
Neal C. Hasty 6363 Forest Park Road Dallas, TX 75235	Vice President
Keith C. Honig 1 SunAmerica Center Los Angeles, CA 90067	Vice President
Walter P. Irby 2727 Allen Parkway Houston, TX 77019	Vice President
Sharla A. Jackson 205 E. 10th Street Amarillo, TX 79101	Vice President
David S. Jorgensen 2727-A Allen Parkway Houston, TX 77019	Vice President
Stephen C. Kennedy 750 West Virginia Street Milwaukee, WI 53204	Vice President
Gary J. Kleinman 1 Chase Manhattan Place New York, NY 10005	Vice President
Charles L. Levy 2727 Allen Parkway Houston, TX 77019	Vice President

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company
Linda Lewis 6363 Forest Park Road Dallas, TX 75235	Vice President
Robert J. Ley 70 Pine Street New York, NY 10270	Vice President
Jerry L. Livers 2727 Allen Parkway Houston, TX 77019	Vice President
Gwendolyn J. Mallett 2727 Allen Parkway Houston, TX 77019	Vice President
W. Larry Mask 2727 Allen Parkway Houston, TX 77019	Vice President
Gordon S. Massie 2929 Allen Parkway Houston, TX 77019	Vice President
Melvin C. McFall 2727 Allen Parkway Houston, TX 77019	Vice President
Richard D. McFarland	Vice President

2727 Allen Parkway
Houston, TX 77019

Candace A. Michael 2727 Allen Parkway Houston, TX 77019	Vice President
Anne K. Milio 2727 Allen Parkway Houston, TX 77019	Vice President

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company
Sylvia A. Miller #1 Franklin Square Springfield, IL 62713	Vice President
Alex N. Moral 2727 Allen Parkway Houston, TX 77019	Vice President-Product Design and Development
Michael R. Murphy 750 West Virginia Street Milwaukee, WI 53204	Vice President
Carl T. Nichols 205 E. 10th Street Amarillo, TX 79101	Vice President
Deanna D. Osmonson 2727 Allen Parkway Houston, TX 77019	Vice President and Chief Compliance Officer
Rembert R. Owen, Jr. 2929 Allen Parkway Houston, TX 77019	Vice President
Lori J. Payne 2727 Allen Parkway Houston, TX 77019	Vice President
Kirsten M. Pedersen 2929 Allen Parkway Houston, TX 77019	Vice President
John W. Penko 2727 Allen Parkway Houston, TX 77019	Vice President
Cathy A. Percival 2727 Allen Parkway Houston, TX 77019	Vice President

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company
Terri Robbins 175 Water Street New York, NY 10038	Vice President
Dale W. Sachtleben #1 Franklin Square Springfield, IL 62713	Vice President
Robert C. Sage 2727 Allen Parkway Houston, TX 77019	Vice President

Kristin Sather 1 Chase Manhattan Place New York, NY 10005	Vice President
Richard W. Scott 2929 Allen Parkway Houston, TX 77019	Vice President
Tom L. Scott 2929 Allen Parkway Houston, TX 77019	Vice President
T. Clay Spires 2929 Allen Parkway Houston, TX 77019	Vice President
Gregory R. Thornton #1 Franklin Square Springfield, IL 62713	Vice President
Alan Vale 2929 Allen Parkway Houston, TX 77019	Vice President
Christian D. Weiss #1 Franklin Square Springfield, IL 62713	Vice President

Name and Principal Business Address	Positions and Offices with Depositor American General Life Insurance Company
Bridgette Wilson #1 Franklin Square Springfield, IL 62713	Vice President
Elizabeth M. Tuck 70 Pine Street New York, NY 10270	Secretary

Item 28. Persons Controlled by or Under Common Control with the Depositor or the Registrant

The Depositor is an indirect wholly-owned subsidiary of American International Group, Inc. ("AIG"). Set forth below is an organizational chart for AIG filed with the SEC on March 15, 2004 as Exhibit 21 to the Form 10-K. Footnotes to the organizational chart below are located at the end of Item 28. The current organizational chart for AIG can be found as Exhibit 21 in Form 10-K filed in 2005, SEC file number 001-08787.

SUBSIDIARIES OF AIG

<TABLE>
<CAPTION>

<S>	Jurisdiction of Incorporation or Organization <C>	% of Voting Securities Owned by its Immediate Parent(2) <C>
American International Group, Inc. (1)	Delaware	(3)
AIG Aviation, Inc.	Georgia	100%
AIG Bulgaria Insurance and Reinsurance Company EAD	Bulgaria	100%
AIG Capital Corporation	Delaware	100%
AIG Consumer Finance Group, Inc.	Delaware	100%
AIG Bank Polska S.A	Poland	97.23%
AIG Credit S.A	Poland	80%
Compania Financiera Argentina S.A	Argentina	92.7%
AIG Global Asset Management Holdings Corp.	Delaware	100%
AIG Capital Partners, Inc.	Delaware	100%
AIG Global Investment Corp.	New Jersey	100%
John McStay Investment Counsel, L.P.	Texas	82.84%
International Lease Finance Corporation	California	64.85%(4)

AIG Claim Services, Inc.	Delaware	100%
AIG Credit Corp.	Delaware	100%
A.I. Credit Corp.	New Hampshire	100%
Imperial Premium Finance, Inc.	California	100%
Imperial Premium Finance, Inc.	Delaware	100%
AIG Equity Sales Corp.	New York	100%
AIG Federal Savings Bank	Delaware	100%

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<CAPTION>

<S>	Jurisdiction of Incorporation or Organization <C>	% of Voting Securities Owned by its Immediate Parent(2) <C>
AIG Finance Holdings, Inc.	New York	100%
AIG Finance (Hong Kong) Limited	Hong Kong	100%
AIG Financial Advisor Services, Inc.	Delaware	100%
AIG Financial Advisor Services (Europe), S.A.	Luxembourg	100%
AIG Financial Products Corp.	Delaware	100%
AIG Matched Funding Corp.	Delaware	100%
Banque AIG	France	90%(5)
AIG Funding, Inc.	Delaware	100%
AIG Global Real Estate Investment Corp.	Delaware	100%
AIG Global Trade & Political Risk Insurance Company	New Jersey	100%
A.I.G. Golden Insurance Ltd.	Israel	50.01%
AIG Life Insurance Company	Delaware	79%(6)
AIG Life Insurance Company of Canada	Canada	100%
AIG Life Insurance Company of Puerto Rico	Puerto Rico	100%
AIG Marketing, Inc.	Delaware	100%
AIG Memsa, Inc.	Delaware	100%
Tata AIG General Insurance Company Limited	India	26%
AIG Private Bank Ltd.	Switzerland	100%
AIG Retirement Services, Inc.	Delaware	100%(7)
SunAmerica Life Insurance Company	Arizona	100%
SunAmerica Investments, Inc.	Georgia	70%(8)
AIG Advisor Group, Inc.	Maryland	100%
Advantage Capital Corporation	New York	100%
FSC Securities Corporation	Delaware	100%
Sentra Securities Corporation	California	100%
Spelman & Co., Inc.	California	100%
SunAmerica Securities, Inc.	Delaware	100%
AIG SunAmerica Life Assurance Company	Arizona	100%(9)
Saamsun Holdings Corp.	Delaware	100%
SAM Holdings Corporation	California	100%
AIG SunAmerica Asset Management Corp.	Delaware	100%
AIG SunAmerica Capital Services. Inc.	Delaware	100%
Sun Royal Holdings Corporation	California	100%
Royal Alliance Associates, Inc.	Delaware	100%
First SunAmerica Life Insurance Company	New York	100%
AIG Risk Management, Inc.	New York	100%
AIG Technologies, Inc.	New Hampshire	100%
AIGTI, Inc.	Delaware	100%
AIG Trading Group Inc.	Delaware	100%
AIG International, Inc.	Delaware	100%
AIU Insurance Company	New York	52%(10)
AIU North America, Inc.	New York	100%
American General Corporation	Texas	100%
American General Bancassurance Services, Inc.	Illinois	100%
AGC Life Insurance Company	Missouri	100%
AIG Assurance Canada	Canada	100%(11)

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<S>	Jurisdiction of Incorporation or Organization <C>	% of Voting Securities Owned by its Immediate Parent(2) <C>
AIG Life of Bermuda, Ltd.	Bermuda	100%
American General Life and Accident Insurance Company	Tennessee	100%
American General Life Insurance Company	Texas	100%
American General Annuity Service Corporation	Texas	100%
AIG Enterprise Services, LLC	Delaware	100%
American General Equity Services Corporation	Delaware	100%
American General Life Companies, LLC	Delaware	100%
The Variable Annuity Life Insurance Company	Texas	100%
VALIC Retirement Services Company	Texas	100%
VALIC Trust Company	Texas	100%
American General Property Insurance Company	Tennessee	51.85%(12)
American General Property Insurance Company of Florida	Florida	100%
AIG Annuity Insurance Company	Texas	100%
The United States Life Insurance Company in the City of New York	New York	100%
American General Finance, Inc.	Indiana	100%
AGF Investment Corp.	Indiana	100%
American General Auto Finance, Inc.	Delaware	100%
American General Finance Corporation	Indiana	100%
Crossroads Mortgage, Inc.	Tennessee	100%
ENM, Inc.	Tennessee	100%
MorEquity, Inc.	Nevada	100%
Wilmington Finance, Inc.	Delaware	100%
Merit Life Insurance Co.	Indiana	100%
Yosemite Insurance Company	Indiana	100%
CommoLoCo, Inc.	Puerto Rico	100%
American General Financial Services of Alabama, Inc.	Alabama	100%
HSA Residential Mortgage Services of Texas, Inc.	Delaware	100%
American General Investment Management Corporation	Delaware	100%
American General Realty Investment Corporation	Texas	100%
American General Assurance Company	Illinois	100%
American General Indemnity Company	Illinois	100%
USLIFE Credit Life Insurance Company of Arizona	Arizona	100%
Knickerbocker Corporation	Texas	100%
American Home Assurance Company	New York	100%
AIG Hawaii Insurance Company, Inc.	Hawaii	100%
American Pacific Insurance Company, Inc.	Hawaii	100%
American International Insurance Company	New York	100%
American International Insurance Company of California, Inc.	California	100%
American International Insurance Company of New Jersey	New Jersey	100%
Minnesota Insurance Company	Minnesota	100%
American International Realty Corp.	Delaware	31.5%(13)
Pine Street Real Estate Holdings Corp.	New Hampshire	31.47%(13)
Transatlantic Holdings, Inc.	Delaware	33.61%(14)
Transatlantic Reinsurance Company	New York	100%
Putnam Reinsurance Company	New York	100%
Trans Re Zurich	Switzerland	100%

</TABLE>

<TABLE>
<CAPTION>

<S>	Jurisdiction of Incorporation or Organization <C>	% of Voting Securities Owned by its Immediate Parent(2) <C>
American International Insurance Company of Delaware	Delaware	100%
American International Life Assurance Company of New York	New York	77.52%(15)
American International Reinsurance Company, Ltd.	Bermuda	100%
AIG Edison Life Insurance Company	Japan	90%(16)
American International Assurance Company, Limited	Hong Kong	100%
American International Assurance Company (Australia) Limited	Australia	100%

American International Assurance Company (Bermuda) Limited	Bermuda	100%
American International Assurance Co. (Vietnam) Limited	Vietnam	100%
Tata AIG Life Insurance Company Limited	India	26%
Nan Shan Life Insurance Company, Ltd.	Taiwan	95%
American International Underwriters Corporation	New York	100%
American International Underwriters Overseas, Ltd.	Bermuda	100%
AIG Europe (Ireland) Limited	Ireland	100%
AIG Europe (U.K.) Limited	England	100%
AIG Brasil Companhia de Seguros	Brazil	50%
Universal Insurance Co., Ltd.	Thailand	100%
La Seguridad de Centroamerica, Compania de Seguros S.A.	Guatemala	100%
American International Insurance Company of Puerto Rico	Puerto Rico	100%
A.I.G. Colombia Seguros Generales S.A.	Colombia	100%
American International Underwriters GmBH	Germany	100%
Underwriters Adjustment Company, Inc.	Panama	100%
American Life Insurance Company	Delaware	100%
AIG Life (Bulgaria) Z.D. A.D	Bulgaria	100%
ALICO, S.A	France	100%
American Life Insurance Company (Kenya) Limited	Kenya	66.67%
Pharaonic American Life Insurance Company	Egypt	71.63%
AIG Life Insurance Company (Switzerland) Ltd.	Switzerland	100%
American Security Life Insurance Company, Ltd.	Lichtenstein	100%
Birmingham Fire Insurance Company of Pennsylvania	Pennsylvania	100%
China America Insurance Company, Ltd.	Delaware	50%
Commerce and Industry Insurance Company	New York	100%
Commerce and Industry Insurance Company of Canada	Ontario	100%
Delaware American Life Insurance Company	Delaware	100%
Hawaii Insurance Consultants, Ltd.	Hawaii	100%
HSB Group, Inc.	Delaware	100%
The Hartford Steam Boiler Inspection and Insurance Company	Connecticut	100%
The Allen Insurance Company, Ltd.	Bermuda	100%
The Hartford Steam Boiler Inspection and Insurance Company of Connecticut	Connecticut	100%
HSB Engineering Insurance Limited	England	100%
The Boiler Inspection and Insurance Company of Canada	Canada	100%
The Insurance Company of the State of Pennsylvania	Pennsylvania	100%
Landmark Insurance Company	California	100%
Mt. Mansfield Company, Inc.	Vermont	100%
National Union Fire Insurance Company of Pittsburgh, Pa	Pennsylvania	100%
American International Specialty Lines Insurance Company	Alaska	70%(17)
Lexington Insurance Company	Delaware	70%(17)

</TABLE>

<TABLE>
<CAPTION>

<S>	Jurisdiction of Incorporation or Organization <C>	% of Voting Securities Owned by its Immediate Parent(2) <C>
GE Property & Casualty Insurance Company	Pennsylvania	100%
GE Casualty Insurance Company	Pennsylvania	100%
GE Indemnity Insurance Company	Pennsylvania	100%
GE Auto & Home Assurance Company	Pennsylvania	100%
Bayside Casualty Insurance Company	New Jersey	100%
JI Accident & Fire Insurance Co. Ltd.	Japan	50%
National Union Fire Insurance Company of Louisiana	Louisiana	100%
National Union Fire Insurance Company of Vermont	Vermont	100%
21st Century Insurance Group	California	33.03%(18)
21st Century Insurance Company	California	100%
21st Century Casualty Company	California	100%
21st Century Insurance Company of Arizona	Arizona	100%
Starr Excess Liability Insurance Company, Ltd.	Delaware	100%
Starr Excess Liability Insurance International Ltd.	Ireland	100%
NHIG Holding Corp.	Delaware	100%
Audubon Insurance Company	Louisiana	100%
Audubon Indemnity Company	Mississippi	100%
Agency Management Corporation	Louisiana	100%
The Gulf Agency, Inc.	Alabama	100%
New Hampshire Insurance Company	Pennsylvania	100%
AIG Europe, S.A	France	(19)
AI Network Corporation	Delaware	100%

American International Pacific Insurance Company	Colorado	100%
American International South Insurance Company	Pennsylvania	100%
Granite State Insurance Company	Pennsylvania	100%
New Hampshire Indemnity Company, Inc.	Pennsylvania	100%
AIG National Insurance Company, Inc.	New York	100%
Illinois National Insurance Co.	Illinois	100%
New Hampshire Insurance Services, Inc.	New Hampshire	100%
AIG Star Life Insurance Co., Ltd.	Japan	100%
Pharaonic Insurance Company, S.A.E	Egypt	89.98%
The Philippine American Life and General Insurance Company	Philippines	99.78%
Pacific Union Assurance Company	California	100%
Philam Equitable Life Assurance Company, Inc.	Philippines	95.31%
The Philippine American General Insurance Company, Inc.	Philippines	100%
Philam Insurance Company, Inc.	Philippines	100%
Risk Specialist Companies, Inc.	Delaware	100%
United Guaranty Corporation	North Carolina	36.31%(20)
United Guaranty Insurance Company	North Carolina	100%
United Guaranty Mortgage Insurance Company	North Carolina	100%
United Guaranty Mortgage Insurance Company of North Carolina	North Carolina	100%
United Guaranty Partners Insurance Company	Vermont	80%
United Guaranty Residential Insurance Company of North Carolina	North Carolina	100%
United Guaranty Residential Insurance Company	North Carolina	75.03%(21)
United Guaranty Commercial Insurance Company of North Carolina	North Carolina	100%
United Guaranty Mortgage Indemnity Company	North Carolina	100%

</TABLE>

SUBSIDIARIES OF AIG

<TABLE>
<CAPTION>

<S>	Jurisdiction of Incorporation or Organization <C>	% of Voting Securities Owned by its Immediate Parent(2) <C>
United Guaranty Credit Insurance Company	North Carolina	100%
United Guaranty Services, Inc.	North Carolina	100%

</TABLE>

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(1) All subsidiaries listed are consolidated in the financial statements of AIG filed in its Form 10-K in 2004, SEC file number 001-08787. Certain subsidiaries have been omitted from the tabulation. The omitted subsidiaries, when considered in the aggregate as a single subsidiary, do not constitute a significant subsidiary.
(2) Percentages include directors' qualifying shares.
(3) The common stock is owned approximately 11.9 percent by Starr International Company, Inc., 1.8 percent by C. V. Starr & Co., Inc. and 2.0 percent by The Starr Foundation.
(4) Also owned 35.15 percent by National Union Fire Insurance Company of Pittsburgh, Pa.
(5) Also owned 10 percent by AIG Matched Funding Corp.
(6) Also owned 21 percent by Commerce and Industry Insurance Company.
(7) Formerly known as AIG SunAmerica Inc.
(8) Also owned 30 percent by AIG Retirement Services. Inc.
(9) Formerly known as Anchor National Life Insurance Company.
(10) Also owned 8 percent by The Insurance Company of the State of Pennsylvania, 32 percent by National Union Fire Insurance Company of Pittsburgh, Pa. and 8 percent by Birmingham Fire Insurance Company of Pennsylvania.
(11) Indirect wholly-owned subsidiary.
(12) Also owned 48.15 percent by American General Life and Accident Insurance Company.
(13) Also owned by 11 other AIG subsidiaries.
(14) Also owned 26.06 percent by AIG.
(15) Also owned 22.48 percent by American Home Assurance Company.
(16) Also owned 10 percent by a subsidiary of American Life Insurance Company.
(17) Also owned 20 percent by The Insurance Company of the State of Pennsylvania and 10 percent by Birmingham Fire Insurance Company of Pennsylvania.
(18) Also owned 16.85 percent by American Home Assurance Company, 6.34 percent by Commerce and Industry Insurance Company and 6.34 percent by New Hampshire Insurance Company.

(19) 100 percent to be held with other AIG companies.
(20) Also owned 45.88 percent by National Union Fire Insurance Company of Pittsburgh, Pa., 16.95 percent by New Hampshire Insurance Company and 0.86 percent by The Insurance Company of the State of Pennsylvania.
(21) Also owned 24.97 percent by United Guaranty Residential Insurance Company of North Carolina.

The Registrant is a separate account of American General Life Insurance Company (Depositor).

Item 29. Indemnification

Article VII, section 1, of the Company's By-Laws provides, in part, that the Company shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Company) by reason of the fact that such person is or was serving at the request of the Company, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best

interest of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful.

Article VII, section 1 (in part), section 2, and section 3, provide that the Company shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was acting in behalf of the Company, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Company, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under section 1: (a) in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the Company, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine; (b) of amounts paid in settling or otherwise disposing of a threatened or pending action with or without court approval; or (c) of expense incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

Article VII, section 3, provides that, with certain exceptions, any indemnification under Article VII shall be made by the Company only if authorized in the specific case, upon a determination that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in section 1 of Article VII by (a) a majority vote of a quorum consisting of directors who are not parties to such proceeding; (b) approval of the shareholders, with the shares owned by the person to be indemnified not being entitled to vote thereon; or (c) the court in which such proceeding is or was pending upon application made by the Company or the indemnified person or the attorney or other persons rendering services in connection with the defense, whether or not such application by the attorney or indemnified person is opposed by the Company.

Article VII, section 7, provides that for purposes of Article VII, those persons subject to indemnification include any person who is or was a director, officer, or employee of the Company, or is or was serving at the request of the Company as a director, officer, or employee of another foreign or domestic corporation which was a predecessor corporation of the Company or of another enterprise at the request of such predecessor corporation.

Insofar as indemnification for liability arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling

precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Item 30. Principal Underwriters

(a) Other Activity. Registrant's principal underwriter, American General Equity Services Corporation, also acts as principal underwriter for American General Life Insurance Company Separate Account A, American General Life Insurance Company Separate Account D, American General Life Insurance Company Separate Account VA-1 and American General Life Insurance Company Separate Account VA-2, which all offer interests in variable annuities. American General Equity Services Corporation also acts as principal underwriter for American General Life Insurance Company Separate Account VUL and American General Life Insurance Company Separate Account VUL-2, which both offer interests in flexible premium variable life insurance policies. American General Equity Services Corporation also acts as principal underwriter for certain other separate accounts of American General Life Insurance Company affiliates.

(b) Management.

Name and Principal Business Address	Positions and Offices with Underwriter American General Equity Services Corporation
Rodney O. Martin, Jr. 2929 Allen Parkway Houston, TX 77019	Director and Chairman of the Board of Directors
Mark R. McGuire 2727 Allen Parkway Houston, TX 77019	Director and Senior Vice President
Ernest T. Patrikis 70 Pine Street New York, NY 10270	Director
Gary D. Reddick 2929 Allen Parkway Houston, TX 77019	Director
Richard J. Miller 2929 Allen Parkway Houston, TX 77019	President and Chief Executive Officer
Robert F. Herbert, Jr. 2727-A Allen Parkway Houston, TX 77019	Vice President

Name and Principal Business Address	Positions and Offices with Underwriter American General Equity Services Corporation
Lucille S. Martinez 2727 Allen Parkway Houston, TX 77019	Vice President, Treasurer and Controller
Deanna D. Osmonson 2727 Allen Parkway Houston, TX 77019	Vice President, Chief Compliance Officer and Anti-Money Laundering Compliance Officer
Elizabeth M. Tuck 70 Pine Street New York, NY 10270	Secretary
Edward F. Andrzejewski 70 Pine Street New York, NY 10270	Tax Officer
Amy M. Cinquegrana 2929 Allen Parkway	Assistant Secretary

Houston, TX 77019

Lauren W. Jones   Assistant Secretary
2929 Allen Parkway
Houston, TX 77019

David M. Robinson   Assistant Secretary
2929 Allen Parkway
Houston, TX 77019

John D. Fleming   Assistant Treasurer
2929 Allen Parkway
Houston, TX 77019

Barbara J. Moore   Assistant Tax Officer
2919 Allen Parkway
Houston, TX 77019

T. Clay Spires   Assistant Tax Officer
2727-A Allen Parkway
Houston, TX 77019

(c) Compensation From the Registrant.

<TABLE>
<CAPTION>

Name of Principal Underwriter	Net Underwriting Discounts and Commissions	Compensation on Events Occasioning the Deduction of a Deferred Sales Load	Brokerage Commissions	Other Compensation
<S>	<C>	<C>	<C>	<C>
American General Equity Services Corporation	0	0	0	0

</TABLE>

Item 31. Location of Accounts and Records

All records referenced under Section 31(a) of the 1940 Act, and Rules 31a-1 through 31a-3 thereunder, are maintained and in the custody of American General Life Insurance Company at its principal executive office located at 2727-A Allen Parkway, Houston, Texas 77019-2191 or at American General Life Insurance Company's Administrative Office located at #1 Franklin Square, Springfield, Illinois 62713.

Item 32. Management Services   Not applicable.

Item 33. Fee Representation

American General Life Insurance Company hereby represents that the fees and charges deducted under the Policy, in the aggregate, are reasonable in relation to the services rendered, the expenses expected to be incurred, and risks assumed by American General Life Insurance Company.

POWERS OF ATTORNEY

Each person whose signature appears below hereby appoints Robert F. Herbert, Jr., Gary D. Reddick and Kyle L. Jennings and each of them, any one of whom may act without the joinder of the others, as his/her attorney-in-fact to sign on his/her behalf and in the capacity stated below and to file all amendments to this Registration Statement, which amendment or amendments may make such changes and additions to this Registration Statement as such attorney-in-fact may deem necessary or appropriate.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant, American General Life Insurance Company Separate Account VL-R, certifies that it meets all of the requirements for effectiveness of this amended Registration Statement under Rule 485(b) under the Securities Act of 1933 and has duly caused this amended Registration Statement to be signed on its behalf by the undersigned, duly authorized, in the City of Houston, and State of Texas on the 29th day of April, 2005.

AMERICAN GENERAL LIFE INSURANCE COMPANY
SEPARATE ACCOUNT VL-R
(Registrant)

BY: AMERICAN GENERAL LIFE INSURANCE COMPANY
(On behalf of the Registrant and itself)

BY: ROBERT F. HERBERT, JR.

ROBERT F. HERBERT, JR.
SENIOR VICE PRESIDENT, TREASURER
AND CONTROLLER

[SEAL]

ATTEST: LAUREN W. JONES

LAUREN W. JONES
ASSISTANT SECRETARY

Pursuant to the requirements of the Securities Act of 1933, this amended Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
RODNEY O. MARTIN, JR. --------------------------- RODNEY O. MARTIN, JR.	Director, Chairman, President and Chief Executive Officer	April 29, 2005
CHRISTOPHER J. SWIFT --------------------------- CHRISTOPHER J. SWIFT	Director and Chief Financial Officer	April 29, 2005
M. BERNARD AIDINOFF --------------------------- M. BERNARD AIDINOFF	Director	April 29, 2005
DAVID J. DIETZ --------------------------- DAVID J. DIETZ	Director	April 29, 2005
DAVID L. HERZOG --------------------------- DAVID L. HERZOG	Director	April 29, 2005
RICHARD A. HOLLAR --------------------------- RICHARD A. HOLLAR	Director	April 29, 2005
ROYCE G. IMHOFF II --------------------------- ROYCE G. IMHOFF II	Director	April 29, 2005
DONALD P. KANAK, JR. --------------------------- DONALD P. KANAK, JR.	Director	April 29, 2005

Signature	Title	Date

RICHARD J. MILLER --------------------------- RICHARD J. MILLER	Director	April 29, 2005
ERNEST T. PATRIKIS --------------------------- ERNEST T. PATRIKIS	Director	April 29, 2005
GARY D. REDDICK --------------------------- GARY D. REDDICK	Director	April 29, 2005
MARTIN J. SULLIVAN --------------------------- MARTIN J. SULLIVAN	Director	April 29, 2005
JAMES W. WEAKLEY --------------------------- JAMES W. WEAKLEY	Director	April 29, 2005

EXHIBIT INDEX

Item 26. Exhibits

(h)(3)(b) Form of Amendment No. 2 to Shareholder Services Agreement by and between American General Life Insurance Company and American Century Investment Management, Inc. and American Century Investment Services, Inc.

(h)(16)(c) Form of Amendment No. 2 to Participation Agreement by and among American General Life Insurance Company, Oppenheimer Variable Account Funds, and OppenheimerFunds, Inc.

(h)(19)(b) Form of Addendum to Fund Participation Agreement For Class A Shares by and between SunAmerica Series Trust and American General Life Insurance Company.

(h)(22)(b) Form of Amendment to Participation Agreement by and between Vanguard Variable Insurance Funds, The Vanguard Group, Inc., Vanguard Marketing Corporation and American General Life Insurance Company.

(h)(23)(a) Form of Amended and Restated Administrative Services Agreement between American General Life Insurance Company and A I M Advisors, Inc.

(h)(35)(c) Form of Amendment No. 2 to Administrative Services Agreement by and among American General Life Insurance Company and OppenheimerFunds, Inc.

(h)(40)(a) Form of Indemnification Letter Agreement by and between J.P. Morgan Investment Management Inc. and American General Life Insurance Company.

(i)(2)(g) Form of Addendum No. 32 to Service and Expense Agreement dated February 1, 1974, among American International Group, Inc. and various affiliate subsidiaries, including American General Life Insurance Company, American General Life Companies, LLC and American General Equity Services Corporation, effective May 1, 2004.

(n)(1) Consent of Independent Registered Public Accounting Firm, PricewaterhouseCoopers LLP.

(q)(1) Description of American General Life Insurance Company's Issuance, Transfer and Redemption Procedures for Variable Universal Life Insurance Policies Pursuant to Rule

6e-3(T)(b)(12)(iii) under the Investment Company Act of 1940.

EXHIBIT (h)(3)(b)

AMENDMENT NO. 2 TO SHAREHOLDER SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO SHAREHOLDER SERVICES AGREEMENT is made as of the ______ of ______________, 2004, by and among AMERICAN GENERAL LIFE INSURANCE COMPANY (the "Company"), AMERICAN CENTURY INVESTMENT MANAGEMENT, INC. ("ACIM") and AMERICAN CENTURY INVESTMENT SERVICES, INC. (the "Distributor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement (defined below).

RECITALS

WHEREAS, the Company and ACIM are parties to a certain Shareholder Services Agreement dated February 1, 2000, as amended November 1, 2000 (the "Agreement") in connection with the participation by the Funds (as defined in the Agreement) in individual and group variable annuity and variable life insurance contracts to be issued through one or more separate accounts established by the Company under state law;

WHEREAS, since the date of this Agreement, American Century Investment Services, Inc. (the "Distributor") became the sole distributor of the Funds and in connection therewith, ACIM wishes to assign all its rights and obligations under the Agreement to the Distributor and the Company wishes to consent to such assignment;

WHEREAS, the parties desire to expand the number of Funds to be made available as investment options under the Contracts; and

WHEREAS, in connection with the expansion of Funds, the parties have agreed to revise the compensation terms as set forth herein; and

WHEREAS, the parties desire to revise the method of calculating payments to the Company.

WHEREAS, the parties now desire to modify the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Assignment by ACIM. Since the date of the Agreement, Distributor became the sole distributor of the Funds offered under the Agreement. Therefore, ACIM hereby assigns all its rights and obligations under the Agreement to Distributor and Distributor accepts such assignment. The Company hereby consents to such assignment. From the date of this Amendment, all references to "ACIM" in the Agreement shall be deemed to refer to Distributor.

2. The second WHEREAS clause is hereby deleted in its entirety and replaced with the following:

"WHEREAS, the Company wishes to make available as investment options under the Contracts Class I of the VP Balanced Fund, VP Income & Growth Fund, VP International Fund, VP Value Fund and Class II of the VP Inflation Protection Fund (collectively, the "Funds"), each of which is a series of mutual fund shares registered under the Investment Company Act of 1940, as amended and issued by American Century Variable Portfolios, Inc., except for Class II of the VP Inflation Protection Fund, which is issued by American Century Variable Portfolios II, Inc. (collectively referred to as the "Issuer");"

3. Sections 6(b), 6(c) and 6(d) are hereby deleted in their entirety and the following sections are substituted in lieu thereof:

"(b) Distributor acknowledges that it will derive a substantial savings in administrative expenses, such as a reduction in expenses related to postage, shareholder communications and recordkeeping, by virtue of having a single shareholder account per Fund for the Accounts rather than having each Contract owner as a shareholder. In consideration of the Administrative Services and performance of all other obligations under this Agreement by the Company, Distributor will pay the Company a fee (the "Administrative Services Fee") equal to _____ basis points (__%) per annum of the average aggregate amount invested by the Company in Class I shares of the Funds and _____ basis points (__%) per annum of the average aggregate amount invested by the Company in Class II shares of the VP Inflation Protection Fund under this Agreement. The payments received by the Company do not constitute payment in any manner for investment advisory services.

"(c) In consideration of performance of the Distribution Services specified on EXHIBIT B by the Company, Distributor will pay the Company a fee (the "Distribution Fee") of _____ basis points (__%) of the average aggregate amount invested by the Company in Class II of the VP Inflation Protection Fund under this Agreement.

"(d) For the purposes of computing the payments to the Company contemplated by this Section 6, the average aggregate amount invested by the Company on behalf of the Accounts in the Funds over a one month period shall be computed by totaling the Company's aggregate investment (share net asset value multiplied by total number of shares of the Funds held by the Company) on each calendar day during the month and dividing by the total number of calendar days during such month."

4. The first paragraph of Section 13 is hereby deleted in its entirety and the following paragraph is substituted in lieu thereof:

> "13. Termination; Withdrawal of Offering. This Agreement may be terminated by any party upon 180 days' prior written notice to the other party, or, on 60 days' written notice pursuant to a vote of a majority of the outstanding securities of the Funds. Notwithstanding the above, the Issuer reserves the right, without prior notice, to suspend sales of shares of any Fund, in whole or in part, or to make a limited offering of shares of any of the Funds in the event that (A) any regulatory body commences formal proceedings against the Company, Distributor or the Issuer, which proceedings Distributor reasonably believes may have a material adverse impact on the ability of the Issuer or the Company to perform its obligations under this Agreement or (B) in the judgment of Distributor, declining to accept any additional instructions for the purchase or sale of shares of any such Fund is warranted by market, economic or political conditions. Notwithstanding the foregoing, this Agreement may be terminated immediately (i) by any party as a result of any other breach of this Agreement by another party, which breach is not cured within 30 days after receipt of notice from the other party, or (ii) by any party upon a determination that continuing to perform under this Agreement would, in the reasonable opinion of the terminating party's counsel, violate any applicable federal or state law, rule, regulation or judicial order, (iii) by a vote of a majority of the independent directors, or (iv) upon assignment by either party."

5. Section 18 is hereby deleted in its entirety and the following Section 18 is substituted in lieu thereof:

> "18. Successors and Assigns. This Agreement may not be assigned and will be terminated automatically upon any attempted assignment. This Agreement shall be binding upon and inure to the benefit of both parties hereto."

6. In the event of a conflict between the terms of this Amendment No. 2 and the Agreement, it is the intention of the parties that the terms of this Amendment No. 2 shall control and the Agreement shall be interpreted on that basis. To the extent the provisions of the Agreement have not been amended by this Amendment No. 2, the parties hereby confirm and ratify the Agreement.

7. This Amendment No. 2 may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one instrument.

8. Except as expressly supplemented, amended or consented to hereby, all of the representations, warranties, terms, covenants and conditions of the Agreement shall remain unamended and shall continue to be in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 2 as of the date first above written.

AMERICAN GENERAL LIFE INSURANCE COMPANY

By: ----------------------------------

Name: --------------------------------

Title: -------------------------------

By: ----------------------------------

Name: -----------------------------

Title: -----------------------------

AMERICAN CENTURY INVESTMENT MANAGEMENT, INC.

By: -------------------------------------

Name: -----------------------------------

Title: ----------------------------------

AMERICAN CENTURY INVESTMENT SERVICES, INC.

By: -------------------------------------

Name: -----------------------------------

Title: ----------------------------------

[Corporate Seal]

EXHIBIT B

DISTRIBUTION SERVICES

Pursuant to the Agreement to which this is attached, the Company shall perform distribution services for Class II shares of the Funds, including, but not limited to, the following:

1. Receive and answer correspondence from prospective shareholders, including distributing prospectuses, statements of additional information, and shareholder reports.

2. Provide facilities to answer questions from prospective investors about

Fund shares.

3. Assist investors in completing application forms and selecting dividend and other account options.

4. Provide other reasonable assistance in connection with the distribution of Fund shares.

EXHIBIT (h)(16)(c)

Amendment No. 2 to Participation Agreement
Among
Oppenheimer Variable Account Funds,
OppenheimerFunds, Inc.
and
American General Life Insurance Company

The participation agreement, dated as of December 1, 1999, by and among Oppenheimer Variable Account Funds, OppenheimerFunds, Inc. and American General Life Insurance Company (the "Agreement") is hereby amended as follows:

1. Schedules 2 and 3 of the Agreement are hereby deleted in their entirety and replaced with Schedule 2 and 3 attached hereto.

All other terms and provisions of the Agreement not amended herein shall remain in full force and effect.

Effective Date as of

Oppenheimer Variable Account Funds

By:

Name:

Title:

OppenheimerFunds, Inc.

By:

Name:

Title:

American General Life Insurance Company

By:

Name:

Title:

SCHEDULE 2

Portfolios of Oppenheimer Variable Account Funds:

Oppenheimer High Income Fund/VA
Oppenheimer Balanced Fund/VA (formerly Oppenheimer Multiple Strategies Fund/VA)
Oppenheimer Global Securities Fund/VA

SCHEDULE 3

The One VUL Solution Variable Life Insurance
Policy Form No. 99615

AG Legacy Plus Variable Life Insurance
Policy Form No. 99616

AGL Platinum Investor II Variable Life Insurance
Policy Form No. 97610

AGL Platinum Investor III Variable Life Insurance
Policy Form No. 00600

AGL Platinum Investor Survivor Variable Life Insurance
Policy Form No. 99206

AGL Platinum Investor Survivor II Variable Life Insurance
Policy Form No. 01206

AGL Platinum Investor PLUS Variable Life Insurance
Policy Form No. 02600

AGL Platinum Investor FlexDirector Variable Life Insurance
Policy Form No. 03601

AGL Platinum Investor Immediate Variable Annuity
Policy Form No. 03017

AGL Corporate America Variable Life Insurance
Policy Form No. 99301

EXHIBIT (h)(19)(b)

ADDENDUM TO FUND PARTICIPATION AGREEMENT FOR CLASS A SHARES

This ADDENDUM, is dated as of ________, _____, between AMERICAN GENERAL LIFE INSURANCE COMPANY (the "Life Company"), a life insurance company organized under the laws of the State of Texas, on behalf of itself and on behalf of its SEPARATE ACCOUNT(S) (the "Accounts"), a separate account(s) of the Life Company existing pursuant to the laws of the State of Texas, and SUNAMERICA SERIES TRUST ("Portfolio"), an open-end management investment company established pursuant to the laws of the Commonwealth of Massachusetts under a Declaration of Trust dated September 11, 1992, as amended from time to time, which is composed of the separate investment portfolio(s) of the Trust listed on Schedule A attached hereto (the "Portfolio(s)").

WHEREAS, the Portfolio and the Life Company have entered into a Participation Agreement dated ______, as amended for time to time (the "SAST Portfolio Participation Agreement"); and

WHEREAS, the Portfolio has adopted a distribution plan pursuant to Rule 12b-1 under the Investment Company Act of 1940, as amended, (the "1940 Act") with respect to its Class A shares (the "12b-1 Plan");

NOW, THEREFORE, in consideration of the foregoing and of mutual covenants and conditions set forth herein and for other good and valuable consideration, the Life Company (on behalf of itself and the Accounts) and the Portfolio hereby agree as follows:

1. The Portfolio may from time to time participate in directed brokerage programs, approved by the Trustees, whereby a portion of the brokerage commissions generated by the Portfolio may be used to make payments to SunAmerica Capital Services, Inc. (the "Distributor") to finance various distribution activities. Such payments to the Distributor shall not exceed .75% of the average daily net assets attributable to Class A shares of the Portfolio to compensate the Distributor and certain financial intermediaries ("Financial Intermediaries") for financing activities principally intended to result in the sale of Shares of the Portfolio. This Plan shall cover such payments to the extent they are deemed to relate, under Rule 12b-1, to the financing of any activity that is primarily intended to result in the sale of such shares. The amount of the payments shall be subject to applicable laws and regulations.

2. The Distributor agrees to furnish the Portfolio, at least quarterly, written reports for presentation to the Board as to amounts expended to financial intermediaries for services to contract holders who are indirect beneficial owners of Class A shares of the Portfolio and the

purposes for which such expenditures were made.

3. This Addendum shall continue in full force and effect for two years from the date hereof, and shall continue in full force and effect from year to year thereafter if such continuance is approved by the Board of Trustees of the Portfolio, including a majority of the Trustees who are not interested persons of SunAmerica Series Trust (the "Disinterested Trustees") as defined in the 1940 Act, who have no direct or indirect financial interest in the operation of the 12b-1 Plans or any agreement related to it (the "12b-1 Trustees"), in the manner required by the 1940 Act.

4. This Addendum, including any payments made pursuant thereto, shall terminate automatically in the event of its assignment. This Addendum, including any payments made pursuant thereto, shall terminate with respect to a Portfolio:

(a) at any time, without payment of any penalty, by vote of either the Board, including a majority of the 12b-1 Trustees, or a majority of the outstanding voting securities representing the Class A shares of such Portfolio, on not more than 60 days' written notice; or

(b) at any time, without payment of any penalty, upon a vote terminating the Rule 12b-1 Plan with respect to such Portfolio by either the Board, including a majority of the 12b-1 Trustees, or a majority of the outstanding voting securities representing the Class A shares of such Portfolio, on not more than 60 days' written notice.

The termination of the Addendum with respect to any Portfolio shall not affect the continued effectiveness of the SAST Portfolio Participation Agreement, or the continued effectiveness of this Addendum with respect to any other Portfolio otherwise subject thereto.

5. This Addendum shall not be amended to increase materially the amount of the distribution fee paid to the Distributor pursuant hereto without shareholder approval, and all material amendments to this Addendum shall be approved by vote of the Board, including a majority of the 12b-1 Trustees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AMERICAN GENERAL LIFE INSURANCE COMPANY

By:

Name:
Title:

SEPARATE ACCOUNT(S)

BY: AMERICAN GENERAL LIFE INSURANCE COMPANY

By:

Name:
Title:

SUNAMERICA SERIES TRUST

By:

Name:
Title:

Acknowledged and Agreed:

SUNAMERICA CAPITAL SERVICES, INC.

By: --------------------------------- Dated: --------------
Name:
Title:

SCHEDULE A

Portfolios of SunAmerica Series Trust

Aggressive Growth Portfolio
SunAmerica Balanced Portfolio

EXHIBIT (h)(22)(b)

AMENDMENT TO PARTICIPATION AGREEMENT

This AMENDMENT TO PARTICIPATION AGREEMENT dated as of _____________, by and among VANGUARD VARIABLE INSURANCE FUND, THE VANGUARD GROUP, INC., VANGUARD MARKETING CORPORATION and AMERICAN GENERAL LIFE INSURANCE COMPANY.

WITNESSETH:

WHEREAS, the parties hereto have entered into a Participation Agreement dated as of October 2, 2000 (the "Participation Agreement"), pursuant to which the Sponsor has agreed to make shares of the Fund available for purchase and redemption by certain Accounts of the Company in connection with the Company's Variable Insurance products; and

WHEREAS, the parties desire to modify the Participation Agreement in certain respects;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms in this Amendment shall have the meanings assigned in the Participation Agreement.

2. Amendment of Participation Agreement. The Participation Agreement is hereby amended by replacing Schedule A to the Participation Agreement with Schedule A attached to this Amendment.

3. No Other Modifications. Except as specifically modified hereby, the Participation Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on their behalf by their duly authorized officers as of the day and year first above written.

VANGUARD VARIABLE INSURANCE FUND

By: _________________________________

Name: _______________________________

Title: ______________________________

THE VANGUARD GROUP, INC.

By:

Name:

Title:

VANGUARD MARKETING CORPORATION

By:

Name:

Title:

AMERICAN GENERAL LIFE INSURANCE COMPANY

By: --------------------------------- Attest: ---------------------------------

Name: ------------------------------- Name: ----------------------------------

Title: ------------------------------ Title: ---------------------------------

[CORPORATE SEAL]

SCHEDULE A

SEPARATE ACCOUNTS AND ASSOCIATED CONTRACTS
(Revised ---------------)

Name of Separate Account	Contracts Funded by Separate Account
Separate Account VL-R (May 1, 1997)	Platinum Investor I VUL Flexible Premium Life Platinum Investor II VUL Flexible Premium Life Platinum Investor III VUL Flexible Premium Life

	Platinum Investor Survivor - Variable
	Corporate America - Variable
	Platinum Investor Survivor II Flexible Premium Life
	Platinum Investor PLUS
	Platinum Investor FlexDirector
	Platinum Investor IV VUL Flexible Premium Life
Separate Account D (November 19, 1973)	Platinum Investor Immediate VA

EXHIBIT (h)(23)(a)

AMENDED AND RESTATED
ADMINISTRATIVE SERVICES AGREEMENT

AMERICAN GENERAL LIFE INSURANCE COMPANY ("INSURER") and A I M ADVISORS, INC. ("AIM") (collectively, the "Parties") mutually agree to the arrangements set forth in this Amended and Restated Administrative Services Agreement (the "Agreement") dated as of __________.

WHEREAS, AIM is the investment adviser to AIM Variable Insurance Funds (the "Fund"); and

WHEREAS, AIM has entered into an amended Master Administrative Services Agreement, dated _______, as amended, with the Fund ("Master Agreement") pursuant to which it has agreed to provide, or arrange to provide, certain administrative services, including such services as may be requested by the Fund's Board of Directors from time to time; and

WHEREAS, INSURER issues variable life insurance policies and/or variable annuity contracts (collectively, the "Contracts"); and

WHEREAS, INSURER has entered into a participation agreement, dated ______ ("Participation Agreement") with the Fund, pursuant to which the Fund has agreed to make shares of certain of its portfolios ("Portfolios") available for purchase by one or more of INSURER's separate accounts or divisions thereof (each, a "Separate Account"), in connection with the allocation by Contract owners of purchase payments to corresponding investment options offered under the Contracts; and

WHEREAS, INSURER and AIM expect that the Fund, and its Portfolios, can derive substantial savings in administrative expenses by virtue of having one or more Separate Accounts of INSURER each as a single shareholder of record of Portfolio shares, rather than having numerous public shareholders of such shares; and

WHEREAS, INSURER and AIM expect that the Fund, and its Portfolios, can derive such substantial savings because INSURER performs the administrative services listed on Schedule A hereto for the Fund in connection with the Contracts issued by INSURER; and

WHEREAS, INSURER has no contractual or other legal obligation to perform such administrative services, other than pursuant to this Agreement and the Participation Agreement; and

WHEREAS, INSURER desires to be compensated for providing such administrative services; and

WHEREAS, AIM desires that the Fund benefit from the lower administrative expenses resulting from the administrative services performed by INSURER; and

WHEREAS, AIM desires to retain the administrative services of INSURER and to compensate INSURER for providing such administrative services;

NOW, THEREFORE, the Parties agree as follows:

Section 1. Administrative Services; Payments Therefor.

(a) INSURER shall provide the administrative services set out in Schedule A hereto and made a part hereof, as the same may be amended from time to time. For such services, AIM agrees to pay to INSURER a quarterly fee ("Quarterly Fee") equal to a percentage of the average daily net assets of the Fund attributable to any Contracts issued by INSURER ("INSURER Fund Assets") at the following annual rate:

Annual Rate

0.25%

(b) AIM shall calculate the Quarterly Fee at the end of each calendar quarter and will make such payment to INSURER, without demand or notice by INSURER, within 30 days thereafter, in a manner mutually agreed upon by the Parties from time to time.

(c) From time to time, the Parties shall review the Quarterly Fee to determine whether it exceeds or is reasonably expected to exceed the incurred and anticipated costs, over time, of INSURER. The Parties agree to negotiate in good faith a reduction to the Quarterly Fee as necessary to eliminate any such excess or as necessary to reflect a reduction in the fee paid by the Fund to AIM pursuant to the Master Agreement.

Section 2. Nature of Payments.

The Parties to this Agreement recognize and agree that AIM's payments hereunder are for administrative services only and do not constitute payment in any manner for investment advisory services or for costs of distribution of Contracts or of Portfolio shares, and are not otherwise related to investment advisory or distribution services or expenses. INSURER represents and warrants that the fees to be paid by AIM for services to be rendered by INSURER pursuant to the terms of this Agreement are to compensate the INSURER for providing administrative services to the Fund, and are not designed to reimburse or compensate INSURER for providing administrative services with respect to the

Contracts or any Separate Account.

Section 3. Term and Termination.

Any Party may terminate this Agreement, without penalty, on 60 days written notice to the other Party. Unless so terminated, this Agreement shall continue in effect for so long as AIM or its successor(s) in interest, or any affiliate thereof, continues to perform in a similar capacity for the Fund, and for so long as INSURER provides the services contemplated hereunder with respect to Contracts under which values or monies are allocated to a Portfolio.

Section 4. Amendment.

This Agreement may be amended upon mutual agreement of the Parties in writing.

Section 5. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered

American General Life Insurance Company
2929 Allen Parkway
Houston, Texas 77019
Attention: Lauren Jones, Esquire

A I M Advisors, Inc.
11 Greenway Plaza, Suite 100
Houston, Texas 77046
Attention: Peter Davidson, Esquire

Section 6. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon the Parties and their transferees, successors and assigns. The benefits of and the right to enforce this Agreement shall accrue to the Parties and their transferees, successors and assigns.

(b) Assignment. Neither this Agreement nor any of the rights, obligations or liabilities of any Party hereto shall be assigned without the written consent of the other Party.

(c) Intended Beneficiaries. Nothing in this Agreement shall be construed to give any person or entity other than the Parties, as well as the Fund, any legal or equitable claim, right or remedy. Rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties, as well as the Fund.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

(e) Applicable Law. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Delaware without reference to the conflict of law principles thereof.

(f) Severability. If any portion of this Agreement shall be found to be invalid or unenforceable by a court or tribunal or regulatory agency of competent jurisdiction, the remainder shall not be affected thereby, but shall have the same force and effect as if the invalid or unenforceable portion had not been inserted.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of first above written.

AMERICAN GENERAL LIFE INSURANCE COMPANY

By: ------------------------------------

Title: ---------------------------------

A I M ADVISORS, INC.

By: ------------------------------------

Title: ---------------------------------

SCHEDULE A

ADMINISTRATIVE SERVICES FOR
AIM VARIABLE INSURANCE FUNDS

INSURER shall provide certain administrative services respecting the operations of the Fund, as set forth below. This Schedule, which may be amended from time to time as mutually agreed upon by INSURER and AIM, constitutes an integral part of the Agreement to which it is attached. Capitalized terms used herein shall, unless otherwise noted, have the same meaning as the defined terms in the Agreement to which this Schedule relates.

A. Records of Portfolio Share Transactions; Miscellaneous Records

1. INSURER shall maintain master accounts with the Fund, on behalf of each Portfolio, which accounts shall bear the name of INSURER as the record owner of Portfolio shares on behalf of each Separate Account investing in the Portfolio.

2. INSURER shall maintain a daily journal setting out the number of shares of each Portfolio purchased, redeemed or exchanged by Contract owners each day, as well as the net purchase or redemption orders for Portfolio shares submitted each day, to assist AIM, the Fund and/or the Fund's transfer agent in tracking and recording Portfolio share transactions, and to facilitate the computation of each Portfolio's net asset value per share. INSURER shall promptly provide AIM, the Fund, and the Fund's transfer agent with a copy of such journal entries or information appearing thereon in such format as may be reasonably requested from time to time. INSURER shall provide such other assistance to AIM, the Fund, and the Fund's transfer agent as may be necessary to cause various Portfolio share transactions effected by Contract owners to be properly reflected on the books and records of the Fund.

3. In addition to the foregoing records, and without limitation, INSURER shall maintain and preserve all records as required by law to be maintained and preserved in connection with providing administrative services hereunder.

B. Order Placement and Payment

1. INSURER shall determine the net amount to be transmitted to the Separate Accounts as a result of redemptions of each Portfolio's shares based on Contract owner redemption requests and shall disburse or credit to the Separate Accounts all proceeds of redemptions of Portfolio shares. INSURER shall notify the Fund of the cash required to meet redemption payments.

2. INSURER shall determine the net amount to be transmitted to the Fund as a result of purchases of Portfolio shares based on Contract owner purchase payments and transfers allocated to the Separate Accounts investing in each Portfolio. INSURER shall transmit net purchase payments to the Fund's custodian.

C. Accounting Services

INSURER shall perform miscellaneous accounting services as may be reasonably requested from time to time by AIM, which services shall relate to the business contemplated by the Participation Agreement between INSURER and the Fund, as amended from time to time. Such services shall include, without limitation, periodic reconciliation and balancing of INSURER's books and records with those of the Fund with respect to such matters as cash accounts, Portfolio share purchase and redemption orders placed with the Fund, dividend and distribution payments by the Fund, and such other accounting matters that may arise from time to time in connection with the operations of the Fund as related to the business contemplated by the Participation Agreement.

D. Reports

INSURER acknowledges that AIM may, from time to time, be called upon by the Fund's Board of Trustees ("Board"), to provide various types of information pertaining to the operations of the Fund and related matters, and that AIM also may, from time to time, decide to provide such information to the Board in its own discretion. Accordingly, INSURER agrees to provide AIM with such assistance as AIM may reasonably request so that AIM can report such information to the Fund's Board in a timely manner. INSURER acknowledges that such information and assistance shall be in addition to the information and assistance required of INSURER pursuant to the Fund's mixed and shared funding SEC exemptive order, described in the Participation Agreement.

INSURER further agrees to provide AIM with such assistance as AIM may reasonably request with respect to the preparation and submission of reports and other documents pertaining to the Fund to appropriate regulatory bodies and third party reporting services.

E. Fund-related Contract Owner Services

INSURER agrees to print and distribute, in a timely manner, prospectuses, statements of additional information, supplements thereto, periodic reports and any other materials of the Fund required by law or otherwise to be given to its shareholders, including, without limitation, Contract owners investing in Portfolio shares. INSURER further agrees to provide telephonic support for Contract owners, including, without limitation, advice with respect to inquiries about the Fund and each Portfolio thereof (not including information about performance or related to sales), communicating with Contract owners about Fund (and Separate Account) performance, and assisting with proxy solicitations, specifically with respect to soliciting voting instructions from Contract owners.

F. Miscellaneous Services

INSURER shall provide such other administrative support to the Fund as mutually agreed between INSURER and AIM or the Fund from time to time. INSURER shall, from time to time, relieve the Fund of other usual or incidental administration services of the type ordinarily borne by mutual funds that offer shares to individual members of the general public.

EXHIBIT (h)(35)(c)

Amendment No. 2 to Administrative Services Letter Agreement
Among
OppenheimerFunds, Inc.
and
American General Life Insurance Company

The Administrative Services Letter Agreement, dated as of December 1, 1999, by and between OppenheimerFunds, Inc. and American General Life Insurance Company (the "Agreement") is hereby amended as follows:

1. Schedule B is hereby deleted in its entirety and replaced with the Schedule B attached hereto.

All other terms and provisions of the Agreement not amended herein shall remain in full force and effect.

Effective Date as of

OppenheimerFunds, Inc.

By:

Name:
Title:

American General Life Insurance Company

By:

Name:
Title:

Schedule B to
Amendment No. 3 to Administrative Services Letter Agreement
(Effective)

Among
OppenheimerFunds, Inc.
and
American General Life Insurance Company

Separate Accounts	Products
American General Life Insurance Company Separate Account VL-R	The One VUL Solution Variable Life Insurance Policy Form No. 99615
	AG Legacy Plus Variable Life Insurance Policy Form No. 98615
	Platinum Investor II Variable Life Insurance Policy Form No. 97610
	Platinum Investor III Variable Life Insurance Policy Form No. 00600
	Platinum Investor Survivor Variable Life Insurance Policy Form No. 99206
	Platinum Investor Survivor II Variable Life Insurance Policy Form No. 01206
	Platinum Investor PLUS Variable Life Insurance Policy Form No. 02600
	Platinum Investor FlexDirector Variable Life Insurance Policy Form No. 03601

	Corporate America Variable Life Insurance Policy Form No. 99301
	AGL Platinum Investor IV Variable Life Insurance Policy Form No. 04604
American General Life Insurance Company Separate Account D	Platinum Investor Immediate Variable Annuity Policy Form No. 03017

EXHIBIT (h)(40)(a)

[Date]

American General Life Insurance Company
2929 Allen Parkway
Houston, Texas 77019-2155

Attn: Don M. Ward

Dear Mr. Ward,

Reference is hereby made to the Participation Agreement, dated October 2, 2000 (the "Participation Agreement"), between American General Life Insurance Company ("Insurance Company") and J.P. Morgan Series Trust II (the "Fund"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Participation Agreement. In connection therewith, J.P. Morgan Investment Management Inc., investment adviser to the Fund (the "Investment Adviser"), and Insurance Company hereby agree as follows:

1. Indemnification. The Investment Adviser agrees to indemnify and hold harmless Insurance Company and each of its directors, officers, employees, agents and each person, if any, who controls Insurance Company within the meaning of the 1933 Act (collectively, The "Indemnified Parties") against any and all losses, claims, damages or liabilities joint or several (including any investigative, legal and other expenses reasonably incurred in connection with, and any amounts paid in settlement of, any action, suit or proceeding or any claim asserted) to which the Indemnified Parties may become subject, under the 1933 Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof):

(1) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement or Prospectus or sales literature or advertisements of the Fund;

(2) arise out of or are based upon the omission or alleged omission to state in the registration statement or Prospectus or sales literature or advertisements of the Fund any material fact required to be stated therein or necessary to make the statements therein not misleading;

(3) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement, Prospectus, sales literature or advertisements with respect to the Separate Account or the Contracts and such statements were based on information provided to Insurance Company by the Fund or the Investment Adviser; or

(4) arise as a result of any failure by the Fund to provide the services and furnish the materials provided for in the Participation Agreement, including a

failure to comply with the

diversification requirements of Section 817(h) of the Code or to qualify as a regulated investment company under Subchapter M of the Code;

provided, however, that with respect to clauses (1), (2) and (3) above, the Investment Adviser will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or omission or alleged omission made in such Registration Statement, Prospectus, sales literature or advertisements in conformity with written information furnished to the Fund or the Investment Adviser by Insurance Company specifically for use therein.

The Investment Adviser shall not be liable under this indemnification provision with respect to any losses, claims, damages, liabilities or litigation incurred or assessed against an Indemnified Party which arise from such Indemnified Party's willful misfeasance, bad faith, or gross negligence in the performance of such Indemnified Party's duties or by reason of such Indemnified Party's reckless disregard of obligations and duties under the Participation Agreement. In addition, the Investment Adviser shall not be liable for special, consequential or incidental damages to any Indemnified Party.

2. Participation Agreement. The provisions set forth above are subject to the terms and conditions of the Participation Agreement, including, without limitation, Section 9.4 thereof.

3. Amendment. This letter agreement may be amended only upon mutual agreement of the parties hereto in writing.

4. Counterparts. This letter may be executed in counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.

If this letter agreement is consistent with your understanding of the matters discussed therein, please sign below and return a signed copy of us.

Very truly yours,

J.P. MORGAN INVESTMENT MANAGEMENT INC.

By:

Name
Title

ACKNOWLEDGED AND AGREED:

AMERICAN GENERAL LIFE INSURANCE COMPANY

By:

Name
Title

EXHIBIT (i)(2)(g)

ADDENDUM NO. 32

TO

SERVICE AND EXPENSE AGREEMENT
among
AMERICAN HOME ASSURANCE COMPANY
AMERICAN INTERNATIONAL LIFE ASSURANCE COMPANY OF NEW YORK
AIG RISK MANAGEMENT, INC.
BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA
COMMERCE AND INDUSTRY INSURANCE COMPANY
DELAWARE AMERICAN LIFE INSURANCE COMPANY
AIG LIFE INSURANCE COMPANY
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
PACIFIC UNION ASSURANCE COMPANY
AIU NORTH AMERICA, INC.
AIU INSURANCE COMPANY
AMERICAN INTERNATIONAL INSURANCE COMPANY
AMERICAN INTERNATIONAL INSURANCE COMPANY OF CALIFORNIA, INC.
AIG HAWAII INSURANCE COMPANY INC.
AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY
AMERICAN INTERNATIONAL SURPLUS LINES AGENCY, INC.
NORTH AMERICAN MANAGERS, INC.
AMERICAN LIFE INSURANCE COMPANY
AIG NATIONAL INSURANCE COMPANY, INC.
AIG CLAIM SERVICES, INC.
AIG GLOBAL TRADE & POLITICAL RISK INSURANCE COMPANY
AMERICAN INTERNATIONAL INSURANCE COMPANY OF NEW JERSEY
AIG EQUITY SALES CORP.
AMERICAN PACIFIC INSURANCE COMPANY, INC.
A.I. CREDIT CORP.
LEXINGTON INSURANCE COMPANY
LANDMARK INSURANCE COMPANY
NEW HAMPSHIRE INDEMNITY COMPANY, INC.
AIG ANNUITY INSURANCE COMPANY,
THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
FIRST SUNAMERICA LIFE INSURANCE COMPANY
AMERICAN INTERNATIONAL INSURANCE COMPANY OF DELAWARE
MINNESOTA INSURANCE COMPANY
STARR EXCESS LIABILITY INSURANCE COMPANY, LTD.
AMERICAN GENERAL ASSURANCE COMPANY
AMERICAN GENERAL LIFE INSURANCE COMPANY
AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY
AMERICAN GENERAL PROPERTY INSURANCE COMPANY
MERIT LIFE INSURANCE CO.

USLIFE CREDIT LIFE INSURANCE COMPANY OF ARIZONA
YOSEMITE INSURANCE COMPANY
SUNAMERICA FINANCIAL, A DIVISION OF SUNAMERICA LIFE INSURANCE COMPANY
AIG SUNAMERICA LIFE ASSURANCE COMPANY

2929 ALLEN PARKWAY VENTURE, L.P.
AIG FIXED ANNUITY MARKETING GROUP, INC.
AMERICAN ATHLETIC CLUB, INC.
AMERICAN GENERAL ANNUITY SERVICE CORPORATION
AMERICAN GENERAL ASSIGNMENT CORPORATION
AMERICAN GENERAL ASSIGNMENT CORPORATION OF NEW YORK
AMERICAN GENERAL BANCASSURANCE SERVICES, INC.
AMERICAN GENERAL CORPORATION
AMERICAN GENERAL DISTRIBUTORS, INC.
AMERICAN GENERAL FINANCE CORPORATION
AMERICAN GENERAL FINANCE, INC.
AMERICAN GENERAL FINANCIAL SERVICES, INC.
AMERICAN GENERAL GATEWAY SERVICES, LLC
AMERICAN GENERAL INTERNATIONAL INVESTMENTS, INC.
AMERICAN GENERAL LIFE COMPANIES, LLC
AMERICAN GENERAL REALTY INVESTMENT CORPORATION
KNICKERBOCKER CORPORATION
PAVILIONS CORPORATION
VALIC FINANCIAL ADVISORS, INC.
VALIC RETIREMENT SERVICES COMPANY
VALIC TRUST COMPANY
AIG GLOBAL REAL ESTATE INVESTMENT CORP.
AIG RETIREMENT SERVICES, INC. (FORMERLY AIG SUNAMERICA INC.)
AMERICAN GENERAL INDEMNITY COMPANY
AMERICAN GENERAL INVESTMENT ADVISORY SERVICES, INC.
AMERICAN GENERAL PROPERTY INSURANCE COMPANY OF FLORIDA
AIG SUNAMERICA ASSET MANAGEMENT CORP.(FORMERLY SUNAMERICA ASSET MANAGEMENT CORP.)
SUNAMERICA INVESTMENTS, INC.
SUNAMERICA LIFE INSURANCE COMPANY
AUDUBON INDEMNITY COMPANY
AUDUBON INSURANCE COMPANY
NATIONAL UNION FIRE INSURANCE COMPANY OF LOUISIANA
AGC LIFE INSURANCE COMPANY
THE HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY
and
AMERICAN INTERNATIONAL GROUP, INC.

The Service and Expense Agreement originally incepted February 1, 1974 and to which the entities named above are parties (the "Agreement") is hereby amended effective May 1, 2004, in the following respects:

1. The title of the Agreement is hereby amended to read in its entirety as follows:

SERVICE AND EXPENSE AGREEMENT
among
AMERICAN HOME ASSURANCE COMPANY
AMERICAN INTERNATIONAL LIFE ASSURANCE COMPANY OF NEW YORK
AIG RISK MANAGEMENT, INC.
BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA
COMMERCE AND INDUSTRY INSURANCE COMPANY
DELAWARE AMERICAN LIFE INSURANCE COMPANY
AIG LIFE INSURANCE COMPANY
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
PACIFIC UNION ASSURANCE COMPANY
AIU NORTH AMERICA, INC.
AIU INSURANCE COMPANY
AMERICAN INTERNATIONAL INSURANCE COMPANY
AMERICAN INTERNATIONAL INSURANCE COMPANY OF CALIFORNIA, INC.
AIG HAWAII INSURANCE COMPANY INC.
AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY
AMERICAN INTERNATIONAL SURPLUS LINES AGENCY, INC.
NORTH AMERICAN MANAGERS, INC.
AMERICAN LIFE INSURANCE COMPANY
AIG NATIONAL INSURANCE COMPANY, INC.
AIG CLAIM SERVICES, INC.
AIG GLOBAL TRADE & POLITICAL RISK INSURANCE COMPANY
AMERICAN INTERNATIONAL INSURANCE COMPANY OF NEW JERSEY
AIG EQUITY SALES CORP.
AMERICAN PACIFIC INSURANCE COMPANY, INC.
A. I. CREDIT CORP.
LEXINGTON INSURANCE COMPANY
LANDMARK INSURANCE COMPANY
NEW HAMPSHIRE INDEMNITY COMPANY, INC.
AIG ANNUITY INSURANCE COMPANY,
THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
FIRST SUNAMERICA LIFE INSURANCE COMPANY
AMERICAN INTERNATIONAL INSURANCE COMPANY OF DELAWARE
MINNESOTA INSURANCE COMPANY
STARR EXCESS LIABILITY INSURANCE COMPANY, LTD.
AMERICAN GENERAL ASSURANCE COMPANY
AMERICAN GENERAL LIFE INSURANCE COMPANY
AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY
AMERICAN GENERAL PROPERTY INSURANCE COMPANY
MERIT LIFE INSURANCE CO.
USLIFE CREDIT LIFE INSURANCE COMPANY OF ARIZONA

YOSEMITE INSURANCE COMPANY
SUNAMERICA FINANCIAL, A DIVISION OF SUNAMERICA LIFE INSURANCE COMPANY
AIG SUNAMERICA LIFE ASSURANCE COMPANY
2929 ALLEN PARKWAY VENTURE, L.P.
AIG FIXED ANNUITY MARKETING GROUP, INC.
AMERICAN ATHLETIC CLUB, INC.
AMERICAN GENERAL ANNUITY SERVICE CORPORATION
AMERICAN GENERAL ASSIGNMENT CORPORATION
AMERICAN GENERAL ASSIGNMENT CORPORATION OF NEW YORK
AMERICAN GENERAL BANCASSURANCE SERVICES, INC.
AMERICAN GENERAL CORPORATION
AMERICAN GENERAL DISTRIBUTORS, INC.
AMERICAN GENERAL FINANCE CORPORATION
AMERICAN GENERAL FINANCE, INC.
AMERICAN GENERAL FINANCIAL SERVICES, INC.
AMERICAN GENERAL GATEWAY SERVICES, LLC
AMERICAN GENERAL INTERNATIONAL INVESTMENTS, INC.
AMERICAN GENERAL LIFE COMPANIES, LLC
AMERICAN GENERAL REALTY INVESTMENT CORPORATION
KNICKERBOCKER CORPORATION
PAVILIONS CORPORATION
VALIC FINANCIAL ADVISORS, INC.
VALIC RETIREMENT SERVICES COMPANY

VALIC TRUST COMPANY
AIG GLOBAL REAL ESTATE INVESTMENT CORP.
AIG RETIREMENT SERVICES, INC. (FORMERLY AIG SUNAMERICA INC.)
AMERICAN GENERAL INDEMNITY COMPANY
AMERICAN GENERAL INVESTMENT ADVISORY SERVICES, INC.
AMERICAN GENERAL PROPERTY INSURANCE COMPANY OF FLORIDA
AIG SUNAMERICA ASSET MANAGEMENT CORP. (FORMERLY SUNAMERICA ASSET MANAGEMENT CORP.)
SUNAMERICA INVESTMENTS, INC.
SUNAMERICA LIFE INSURANCE COMPANY
AUDUBON INDEMNITY COMPANY
AUDUBON INSURANCE COMPANY
NATIONAL UNION FIRE INSURANCE COMPANY OF LOUISIANA
AGC LIFE INSURANCE COMPANY
THE HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY
AIG SYSTEMS SOLUTIONS PRIVATE LIMITED
AMERICAN GENERAL SECURITIES INCORPORATED
AMERICAN GENERAL EQUITY SERVICES CORPORATION
AIG CENTENNIAL INSURANCE COMPANY
AIG INDEMNITY INSURANCE COMPANY
AIG PREFERRED INSURANCE COMPANY
AIG PREMIER INSURANCE COMPANY
BAYSIDE CASUALTY INSURANCE COMPANY

and
AMERICAN INTERNATIONAL GROUP, INC.

The Agreement is amended by adding to the parties set forth that are collectively called the "Companies", AIG Systems Solutions Private Limited, American General Securities Incorporated, American General Equity Services Corporation, AIG Centennial Insurance Company, AIG Indemnity Insurance Company, AIG Preferred Insurance Company, AIG Premier Insurance Company and Bayside Casualty Insurance Company".

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed, by their duly authorized representatives this 1st day of May, 2004.

AMERICAN HOME ASSURANCE COMPANY By: /s/

AMERICAN INTERNATIONAL LIFE
ASSURANCE COMPANY OF NEW YORK By: /s/

AIG RISK MANAGEMENT, INC By: /s/

BIRMINGHAM FIRE INSURANCE
COMPANY OF PENNSYLVANIA By: /s/

COMMERCE AND INDUSTRY
INSURANCE COMPANY By: /s/

DELAWARE AMERICAN LIFE
INSURANCE COMPANY By: /s/

AIG LIFE INSURANCE COMPANY By: /s/

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA By: /s/

THE INSURANCE COMPANY OF THE
STATE OF PENNSYLVANIA By: /s/

PACIFIC UNION ASSURANCE

COMPANY	By: /s/
AIU NORTH AMERICA, INC.	By: /s/
AIU INSURANCE COMPANY	By: /s/
AMERICAN INTERNATIONAL INSURANCE COMPANY	By: /s/
AMERICAN INTERNATIONAL INSURANCE COMPANY OF CALIFORNIA, INC.	By: /s/
AIG HAWAII INSURANCE COMPANY INC.	By: /s/
AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY	By: /s/
AMERICAN INTERNATIONAL SURPLUS LINES AGENCY, INC.	By: /s/
NORTH AMERICAN MANAGERS, INC.	By: /s/
AMERICAN LIFE INSURANCE COMPANY	By: /s/
AIG NATIONAL INSURANCE COMPANY, INC.	By: /s/
AIG CLAIM SERVICES, INC.	By: /s/
AIG GLOBAL TRADE & POLITICAL RISK INSURANCE COMPANY	By: /s/
AMERICAN INTERNATIONAL INSURANCE COMPANY OF NEW JERSEY	By: /s/
AIG EQUITY SALES CORP.	By: /s/

AMERICAN PACIFIC INSURANCE COMPANY, INC.	By: /s/ ----------------------------------
A.I. CREDIT CORP.	By: /s/ ----------------------------------
LEXINGTON INSURANCE COMPANY	By: /s/ ----------------------------------
LANDMARK INSURANCE COMPANY	By: /s/ ----------------------------------

NEW HAMPSHIRE INDEMNITY COMPANY, INC.	By: /s/ ----------------------------------
AIG ANNUITY INSURANCE COMPANY	By: /s/ ----------------------------------
THE VARIABLE ANNUITY LIFE INSURANCE COMPANY	By: /s/ ----------------------------------
FIRST SUNAMERICA LIFE INSURANCE COMPANY	By: /s/ ----------------------------------
AMERICAN INTERNATIONAL INSURANCE COMPANY OF DELAWARE	By: /s/ ----------------------------------
MINNESOTA INSURANCE COMPANY	By: /s/ ----------------------------------
STARR EXCESS LIABILITY INSURANCE COMPANY, LTD.	By: /s/ ----------------------------------
AMERICAN GENERAL ASSURANCE COMPANY	By: /s/ ----------------------------------
AMERICAN GENERAL LIFE INSURANCE COMPANY	By: /s/ ----------------------------------

AMERICAN GENERAL LIFE AND

ACCIDENT INSURANCE COMPANY	By: /s/ ----------------------------------
AMERICAN GENERAL PROPERTY INSURANCE COMPANY	By: /s/ ----------------------------------
MERIT LIFE INSURANCE CO.	By: /s/ ----------------------------------
USLIFE CREDIT LIFE INSURANCE COMPANY OF ARIZONA	By: /s/ ----------------------------------
YOSEMITE INSURANCE COMPANY	By: /s/ ----------------------------------
SUNAMERICA FINANCIAL, A DIVISION OF SUNAMERICA LIFE INSURANCE COMPANY	By: /s/ ----------------------------------
AIG SUNAMERICA LIFE ASSURANCE COMPANY	By: /s/ ----------------------------------
2929 ALLEN PARKWAY VENTURE, L.P.	By: /s/ ----------------------------------
AIG FIXED ANNUITY MARKETING GROUP, INC.	By: /s/ ----------------------------------
AMERICAN ATHLETIC CLUB, INC.	By: /s/ ----------------------------------
AMERICAN GENERAL ANNUITY SERVICE CORPORATION	By: /s/ ----------------------------------

AMERICAN GENERAL ASSIGNMENT CORPORATION	By: /s/ ----------------------------------
AMERICAN GENERAL ASSIGNMENT CORPORATION OF NEW YORK	By: /s/ ----------------------------------

AMERICAN GENERAL
BANCASSURANCE SERVICES, INC. By: /s/

AMERICAN GENERAL CORPORATION By: /s/

AMERICAN GENERAL DISTRIBUTORS, INC. By: /s/

AMERICAN GENERAL FINANCE CORPORATION By: /s/

AMERICAN GENERAL FINANCE, INC. By: /s/

AMERICAN GENERAL FINANCIAL
SERVICES, INC. By: /s/

AMERICAN GENERAL
GATEWAY SERVICES, L.L.C. By: /s/

AMERICAN GENERAL
INTERNATIONAL INVESTMENTS, INC. By: /s/

AMERICAN GENERAL LIFE COMPANIES, LLC By: /s/

AMERICAN GENERAL
REALTY INVESTMENT CORPORATION By: /s/

KNICKERBOCKER CORPORATION By: /s/

PAVILIONS CORPORATION By: /s/

VALIC FINANCIAL ADVISORS, INC. By: /s/

VALIC RETIREMENT SERVICES COMPANY By: /s/

VALIC TRUST COMPANY By: /s/

AIG GLOBAL REAL ESTATE

INVESTMENT CORP. By: /s/

AIG RETIREMENT SERVICES, INC. By: /s/

AMERICAN GENERAL INDEMNITY COMPANY By: /s/

AMERICAN GENERAL INVESTMENT
ADVISORY SERVICES, INC. By: /s/

AMERICAN GENERAL PROPERTY
INSURANCE COMPANY OF FLORIDA By: /s/

AIG SUNAMERICA ASSET MANAGEMENT CORP. By: /s/

SUNAMERICA INVESTMENTS, INC. By: /s/

SUNAMERICA LIFE INSURANCE COMPANY By: /s/

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COMPANY OF LOUISIANA By: /s/

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THE HARTFORD STEAM BOILER
INSPECTION AND INSURANCE COMPANY By: /s/

AIG SYSTEMS SOLUTIONS PRIVATE LIMITED By: /s/

AMERICAN GENERAL SECURITIES

INCORPORATED By: /s/

AMERICAN GENERAL EQUITY
SERVICES CORPORATION By: /s/

AIG CENTENNIAL INSURANCE COMPANY By: /s/

AIG INDEMNITY INSURANCE COMPANY By: /s/

AIG PREFERRED INSURANCE COMPANY By: /s/

AIG PREMIER INSURANCE COMPANY By: /s/

BAYSIDE CASUALTY INSURANCE COMPANY By: /s/

AMERICAN INTERNATIONAL GROUP, INC. By: /s/

By: /s/

EXHIBIT (n)(1)

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Post-Effective Amendment No. 1 to the Registration Statement on Form N-6 (Registration Nos. 333-118318 and 811-08561) of our report dated April 29, 2005 relating to the consolidated financial statements of American General Life Insurance Company, which appear in such Registration Statement. We also consent to the references to us under the heading "Financial Statements" in such Registration Statement.

PRICEWATERHOUSECOOPERS LLP

Houston, Texas
April 29, 2005

EXHIBIT (q)(1)

Description of American General Life Insurance Company's
Issuance, Transfer and Redemption Procedures
for the Variable Universal Life Insurance Policies
Pursuant to Rule 6e-3(T)(b)(12)(iii)
under the Investment Company Act of 1940
Prepared as of May 2, 2005

Set forth below is the information called for under Rule 6e-3(T)(b)(12)(iii) under the Investment Company Act of 1940 ("1940 Act"). That rule provides an exemption for separate accounts, their investment advisers, principal underwriters and sponsoring insurance companies from Sections 22(c), 22(d), 22(e), and 27(c)(1) of the 1940 Act, and Rule 22(c)-1 promulgated thereunder, for issuance, transfer and redemption procedures under flexible premium variable life insurance policies to the extent necessary to comply with Rule 6e-3(T), state administrative law or established administrative procedures of the life insurance company. In order to qualify for the exemption, procedures must be reasonable, fair and not discriminatory and they must be disclosed in the registration statement filed by the separate account.

Net premiums received by American General Life Insurance Company ("AGL") under its flexible premium variable universal life insurance policies (the "Policies") are invested in Separate Account VL-R (the "Account") of AGL. The Account is registered under the 1940 Act. Within the Account are investment divisions. New investment divisions may be added and investment divisions may be removed. Procedures apply equally to each investment division and for purposes of this description are defined in terms of the Account, except where a discussion of both the Account and its investment divisions is necessary. Each current investment division invests in shares of a corresponding portfolio from among 63 funds (individually, a "Fund," and collectively, the "Funds"), each a "series" type of mutual fund registered under the 1940 Act. All of the Funds in the Account are not available under all of the Policies. The investment experience of the current investment divisions of the Account depends upon the market performance of the corresponding Fund portfolios. Although the Policies may also provide for fixed benefits supported by AGL's General Account, except as otherwise explicitly stated herein, this description assumes that net premiums are allocated exclusively to the Account and that all transactions involve only the investment divisions of the Account.

AGL believes its procedures meet the requirements of Rule 6e-3(T)(b)(12)(iii) and states the following:

1. Because of the insurance nature of the Policies and due to the requirements of state insurance laws, the procedures necessarily differ in significant respects from procedures for mutual funds and contractual plans for which the 1940 Act was designed.

2. In structuring its procedures to comply with Rule 6e-3(T) and state insurance laws, AGL has attempted to comply with the intent of the 1940 Act to the extent deemed feasible.

3. In general, state insurance laws require that AGL's procedures be reasonable, fair and not discriminatory.

4. Because of the nature of the insurance product, it is often difficult to determine precisely when AGL's procedures deviate from those required under Sections 22(c), 22(d), 22(e) or 27(c)(1) of the 1940 Act or Rule 22c-1 thereunder. Accordingly, set out below is a summary of the principal Policy provisions and procedures which may be deemed to constitute, either directly or indirectly, such a deviation. The summary, while extensive, does not attempt to treat each and every procedure or variation which might occur and does include certain procedural steps which do not constitute deviations from the above-cited sections or rule.

I. "PUBLIC OFFERING PRICE": PURCHASE AND RELATED TRANSACTIONS -- SECTION 22(d) AND RULE 22c-1

This section outlines those principal Policy provisions and administrative procedures which might be deemed to constitute, either directly or indirectly, a "purchase" transaction. Because of the insurance nature of the Policies, the procedures involved necessarily differ in certain significant respects from the purchase procedures for mutual funds and contractual plans. The chief differences revolve around the structure of the cost of insurance charges and the insurance underwriting (i.e., evaluation of risk) process. There are also certain Policy provisions--such as reinstatement and loan repayment -- which do not result in the issuance of a Policy but which require certain payments by the Policy owner and involve a transfer of assets supporting the Policy reserve into the Account.

a. INSURANCE CHARGES AND UNDERWRITING STANDARDS

Cost of insurance charges for AGL's Policies will not be the same for all Policy owners. The chief reason is that the principle of pooling and distribution of mortality risks is based upon the assumption that each Policy owner pays a cost of insurance charge commensurate with the insured's mortality risk which is actuarially determined based upon factors such as age, sex and risk class of the insured and the face amount size band of the Policy. In the context of life insurance, a uniform mortality charge (the "cost of insurance charge") for all insureds would discriminate unfairly in favor of those insureds representing greater mortality risks to the disadvantage of those representing lesser risks. Accordingly, although there will be a uniform "public offering price" for all Policy owners, because premiums are flexible and amounts allocated to the Account will be subject to the same charges as described above), there will be a different "price" for each actuarial category of Policy owners because different cost of insurance rates will apply. The "price" will also vary based on net amount at risk. The Policies will be offered and sold pursuant to this cost of insurance schedule and AGL's underwriting standards and in accordance with state insurance laws. Such laws prohibit unfair discrimination among insureds, but recognize that premiums must be based upon factors such as age, sex, health and occupation. A table showing the maximum cost of insurance charges will be delivered as part of the Policy.

b. APPLICATION AND INITIAL PREMIUM PROCESSING

Upon receipt of a completed application from a prospective Policy owner, AGL will follow certain insurance underwriting (i.e., evaluation of risks) procedures designed to determine whether the proposed insured is insurable. This process may involve such verification procedures as medical examinations and may require that further information be provided by the proposed Policy owner before a determination can be made. A Policy cannot be issued, i.e., physically issued through AGL's computerized issue system, until this underwriting procedure has been completed.

The date as of which the insurance coverage of the proposed insured is determined is referred to as the "effective date". The effective date is the earlier of the date a Policy is actually issued ("issue date") and the day AGL receives the full initial premium. At times AGL may receive the initial premium with the application in which case the effective date and the issue date will be the same. The effective date represents the first day of the Policy year and therefore determines the Policy anniversary. It marks the commencement of the variability of benefits, except as noted below. The initial net premium is allocated to the Account as of the later of the effective date and the date AGL receives the premium payment. There may be times when AGL has received the full initial premium and the effective date has been set, but one or more documents is outstanding, and must be received before the issue date is established. The initial net premium is allocated to the Money Market division until the first business day 15 days after the issue date, regardless of the Policy owner's premium allocation instructions. The issue date represents the commencement of the suicide and contestability periods for purposes of the Policies. The issue date is the date when cost of insurance charges and other charges start being deducted.

AGL will require that the Policy be delivered within a specific delivery period to protect itself against anti-selection by the prospective Policy owner resulting from a determination of the health of the proposed insured. Generally, the period will not exceed the shorter of 30 days from the date the Policy is issued and 75 days from the date of Part 2 of the Application. Cost of insurance charges and other expenses are charged from the effective date, although they are not actually deducted until the issue date.

c. ANNIVERSARY AND PREMIUM PROCESSING

At each monthly anniversary, AGL will credit the unloaned portion of the declared fixed interest account with any interest accrued on loan amounts during the previous Policy month. Charges against the cash value for administrative expenses, additional benefits and cost of insurance charges will also be made. These deductions cover the cost of the Policy for the next month.

Net premiums are credited to the cash value as of the date the premium payments are received by AGL. The initial net premium is allocated to the Money Market division until 15 days after the issue date, regardless of the Policy owner's premium allocation instructions. Net premiums are equal to the gross premiums minus deductions for applicable state and local taxes and sales expenses.

Premium payments may be made at any time and for any amount, within certain limits. Premium payments must generally be at least $50 (some states may have lower limits) and may not be more than those allowed under the Internal Revenue Code for the Policy to continue to qualify as life insurance. AGL makes deductions from each premium for sales expenses (a percent of each premium paid during any Policy year until total premiums for that Policy year equal the target premium for the particular Policy) and for any applicable premium tax, the amount of which varies from jurisdiction to jurisdiction.

AGL will apply as much of each premium it receives as possible to the Policy without allowing a violation of the "seven-pay test." AGL will refund the remainder of the premium to the Policy owner within 15 days, unless the owner contacts the Administrative Center during that time period to notify AGL that it is the owner's intent to have the Policy classified as a modified endowment contract. AGL will then apply the remainder of the premium to the Policy effective on the date that the Administrative Center receives such notification.

d. REINSTATEMENT

If the Policy has lapsed, it may be reinstated while the insured person is alive if the Policy owner 1) requests reinstatement within 5 years from the end of the grace period, 2) provides satisfactory evidence of insurability and 3) makes a premium payment sufficient to keep the Policy in force for at least 2 months after reinstatement. The effective date of the reinstated Policy will be the beginning of the Policy month which coincides with or next follows the date AGL approves the reinstatement application. Upon reinstatement, the maximum surrender charge for the Policy will be reduced by the amount of all surrender charges previously imposed on the Policy, and for purposes of determining any future surrender charges on the Policy, the Policy will be deemed to have been in effect since the original effective date. The Policy owner has the option to reinstate any Policy indebtedness.

e. REPAYMENT OF LOAN

A loan made under the Policy may be repaid with an amount equal to the original loan plus loan interest.

f. CORRECTION OF MISSTATEMENT OF AGE OR SEX

If AGL discovers that the age or sex of the insured has been misstated, the death benefit and any rider benefits will be those which would be purchased by the most recent deduction for the cost of insurance and the cost of rider benefits at the correct age and sex.

g. CONTESTABILITY

The Policy is contestable for two years, measured from the issue date, during the lifetime of the insured for material misstatements made in the initial application for the Policy. Policy changes (including Policy increases) may be contested for two years after the effective date of the change, and a reinstatement for two years after the effective date of the reinstatement. No

statement will be used to contest a Policy unless it is contained in an application. AGL may not be restricted by the foregoing time limitations in the event of fraud.

h. REDUCTION IN COST OF INSURANCE RATE CLASSIFICATION

By administrative practice, AGL will reduce the cost of insurance rate classification for an outstanding Policy if new evidence of insurability demonstrates that the Policy owner qualifies for a lower classification. After the reduced rating is determined, the Policy owner will pay a lower monthly cost of insurance charge each month.

II. "REDEMPTION PROCEDURES": SURRENDER AND RELATED TRANSACTIONS

This section will outline those procedures which differ in certain significant respects from redemption procedures for mutual funds and contractual plans. AGL's Policies provide for the payment of monies to a Policy owner or beneficiary upon presentation of a Policy. Generally, except for the payment of death benefits, the imposition of cost of insurance, administrative and transaction charges and the effects of the surrender charge, the payee will receive a pro rata or proportionate share of the Account's assets within the meaning of the 1940 Act in any transaction involving "redemption procedures." The amount received by the payee will depend upon the particular benefit for which the Policy is presented, including, for example, the cash surrender value or death benefit. There are also certain Policy provisions -- such as partial withdrawals and the loan privilege -- under which the Policy will not be presented to AGL but which will affect the Policy owner's benefits and may involve a transfer of the assets supporting the Policy reserve out of the

Account. Any combined transactions on the same day which counteract the effect of each other will be allowed. AGL will assume the Policy owner is aware of the conflicting nature of these transactions and desires their combined result. In addition, if a transaction is requested which AGL will not allow (for example, a request for a decrease in face amount which lowers the face amount below AGL's minimum) AGL will reject the whole request and not just the portion which causes the disallowance. Policy owners will be informed of the rejection and will have an opportunity to give new instructions. Finally, state insurance laws may require that certain requirements be met before AGL is permitted to make payments to the payee.

a. SURRENDER FOR CASH VALUES

AGL will pay the net cash surrender value within seven days after receipt, at its Administrative Center, of the Policy and a signed request for surrender in form satisfactory to AGL. Computations with respect to the investment experience of each investment division will be made at the close of trading on the composite tape on each business day. This will enable AGL to pay a net cash value on surrender as of the date a request for surrender and the Policy are received based on the next computed value after a request is received. The surrender is effective on the date AGL receives the request at its Administrative Center and insurance coverage ends on that day.

The cash value (which is equal to the cash surrender value plus any applicable surrender charge) may increase or decrease from day to day depending on the investment experience of the

Account. Calculation of the cash value for any given day will reflect the actual premiums paid, expenses charged and deductions taken.

If a Policy is totally surrendered AGL will pay the Policy owner an amount equal to the net cash surrender value of the Policy. The net cash surrender value of a Policy is equal to the cash surrender value of the Policy less the amount of any outstanding Policy loan and accrued interest. The cash surrender value of a Policy will equal the amount of the cash value less the surrender charge. AGL will make the payment of net cash surrender value out of its General Account and, at the same time, transfer assets from the Account to the General Account in an amount equal to the Policy reserves in the Account for the surrendered Policy, or the portion of the face amount that was reduced.

In lieu of payment of the net cash surrender value in a single sum upon surrender of a Policy, an election may be made to apply all or a portion of the proceeds under one of the fixed benefit payment options described in the Policies. The election may be made by the Policy owner during the insured person's lifetime, or, if no election is in effect at the insured person's death, by the beneficiary. An option in effect at death may not be changed to another form of benefit after death. The settlement options are subject to the restrictions and limitations set forth in the Policies.

The Policy contains a partial withdrawal feature after the first Policy year, subject to a minimum withdrawal amount and other conditions. Any request for a partial withdrawal must be in writing to AGL's Administrative Center, and will take effect as of the day it is received. A partial withdrawal will reduce the death benefit, cash value and cash surrender value associated with the Policy by the amount of the withdrawal plus a charge for administrative expenses associated with it. The Policy after such a withdrawal must meet minimum face amount requirements and must continue to qualify as life insurance under applicable tax law.

b. DEATH CLAIMS

AGL will pay a death benefit to the beneficiary within seven days after receipt, at its Administrative Center, of the Policy, due proof of death of the insured, and all other requirements necessary to make payment./1/

The death benefit payable will depend on the option in effect at the time of death. Under Option 1, the death benefit is the greater of the face amount of insurance and a percentage multiple of the accumulation value. Under Option 2, the death benefit is the greater of the face amount of insurance plus the accumulation value and a percentage multiple of the accumulation value. The percentage referred to is the applicable percentage from the following table for the insured person's age (as of his or her nearest birthday) at the beginning of the Policy year of determination.

/1/ State insurance laws impose various requirements, such as receipt of a tax waiver, before payment of the death benefit may be made. In addition, payment of the death benefit is subject to the provisions of the Policies regarding suicide and incontestability.

The proceeds payable to the beneficiary will be adjusted to reflect any outstanding indebtedness and any overdue monthly charges if death occurs during the grace period described below under "Default and Options on Lapse." The proceeds payable on death also reflect interest from the date of death to the date of payment.

AGL will make payment of the death benefit out of its General Account, and will transfer assets from the Account to the General Account in an amount equal to the reserve for that Policy in the Account. The excess, if any, of the death benefit over the amount transferred will be paid out of the General Account reserve maintained for that purpose.

In lieu of payment of the death benefit in a single sum, a settlement option may be selected as described immediately above with respect to cash surrender values.

c. DEFAULT AND OPTIONS ON LAPSE

The duration of insurance coverage depends upon the net cash surrender value of a Policy being sufficient to cover the monthly charges. If the net cash surrender value at the beginning of a month is less than the charges for that month, a grace period of 61 days will begin. Written notice will be sent to the Policy owner and any assignee on AGL's records stating that such a grace period has begun and giving the approximate amount of premium payments necessary to keep the Policy in force for a reasonable period of time. If this amount is not received during the grace period, any amount of cash value will be withdrawn and applied to applicable charges and the Policy will end without value. If the insured should die during the grace period, an amount sufficient to cover the overdue monthly charges and other charges will be deducted from the death benefit.

d. POLICY LOAN

AGL's Policies provide that a Policy owner may take a loan of up to 100% of the cash surrender value less AGL's estimate of three month's charges and less the interest payable on the Policy loan that is payable through the next Policy anniversary, upon assignment to AGL of the Policy as sole security. The cash surrender value for this purpose will be that next computed after receipt, at AGL's Administrative Center, of a signed loan request. Payment of the loan out of AGL's General Account will be made to the Policy owner within seven days after such receipt.

Interest on a loan accrues daily at an effective annual interest rate which is adjusted annually. A rate will be determined as of the beginning of each Policy year and will apply to a new or outstanding loan during that Policy year. The maximum annual loan interest rate for a Policy year will generally be no greater than 4.75%.

Loan interest is due on each Policy anniversary. If not paid when due, it is added to the existing indebtedness and bears interest at the loan rate. Failure to repay a loan will not necessarily terminate the Policy. If the net cash surrender value of the Policy is not sufficient to cover the monthly charges for the cost of insurance and administrative expenses, the Policy will go into a 61-day grace period, as described above.

e. TRANSFERS AMONG DIVISIONS

Amounts may be transferred, upon request, at any time from any investment division of the Account to one or more other divisions of the Account. The minimum amount allowed for a transfer is the lesser of the minimum amount shown in a Policy (usually $500) and the total value in the investment division.

Subject to current market timing restrictions, the first 12 transfers in any one Policy year are free of charge. AGL will charge $25 for each transfer in excess of 12 per year.

Transfer charges, if any, will be subtracted equally among the divisions from which transfers are made.

Transfers from an investment division of the Account will take effect as of the receipt of a request at AGL's Administrative Center.

f. RIGHT OF WITHDRAWAL PROCEDURES

The Policy provides that the Policy owner may cancel it by returning the Policy along with a written request for cancellation to AGL's Administrative Center by 10 days after the Policy owner receives the Policy. The Policy owner will receive a refund equal to the premium payments made under the Policy, or the premium plus (or minus) investment earnings.