

SERFF Tracking Number: AULD-125591634 State: Arkansas
 Filing Company: American United Life Insurance Company State Tracking Number: 38581
 Company Tracking Number: GBREG-KUORTVA
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity
 Project Name/Number: Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity/GBreg-KuportVA

Filing at a Glance

Company: American United Life Insurance Company

Product Name: Guaranteed Benefit Unallocated SERFF Tr Num: AULD-125591634 State: ArkansasLH

Multiple-Fund Group Variable Annuity

TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed State Tr Num: 38581

Variable and Variable

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: GBREG-KUORTVA State Status: Approved-Closed

Filing Type: Form Co Status: Submitted to State Reviewer(s): Linda Bird

Authors: Danita Ragland-Hatton, Disposition Date: 04/11/2008

Nelvia Washington

Date Submitted: 04/02/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity Status of Filing in Domicile: Not Filed

Project Number: GBreg-KuportVA

Requested Filing Mode: Review & Approval

Date Approved in Domicile:

Domicile Status Comments: Pursuant to Indiana Regulations IC §27-1-12.5-1 and Bulletin 93, this type of group annuity form is exempt from filing in the state of Indiana.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/11/2008

State Status Changed: 04/11/2008

Corresponding Filing Tracking Number:

Filing Description:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Deemer Date:

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April 2, 2008

Arkansas Department of Insurance/Policy Forms Filings

Policy Form Filing

1200 West Third Street

Little Rock, AR 72201-1904

Re: American United Life Insurance Company (AUL)

AUL's NAIC #60895 and FEIN #35-0145825

Form GBregKuportVA, Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity

Dear Sir or Madam:

The form listed below is being submitted for filing and approval. We are submitting the form in "John Doe" fashion, with any variable information displayed in bold-face type within brackets. Pursuant to Indiana Regulations IC §27-1-12.5-1 and Bulletin 93, this type of group annuity form is exempt from filing in the state of Indiana.

Form GBregKuportVA is an unallocated group annuity contract used to fund the following employer provided benefit programs:

- (1) employer-provided Health Reimbursement Arrangements (HRAs) which reimburse medical care expenses, as defined under Internal Revenue Code §213(d), using a Voluntary Employees' Beneficiary Association (VEBA) as described in Internal Revenue Code §501(c)(9),
- (2) employer-provided post-employment benefit programs (OPEBs) for former employees, where benefits may include certain health care benefits, using a VEBA or a Grantor Integral Trust,
- (3) employer-provided Health Savings Accounts (HSAs) established under Internal Revenue Code §223 to reimburse "qualified medical expenses", and
- (4) employer-provided deferred compensation plans that meet the requirements of Internal Revenue Code §457.

The target market consists of plan sponsors in your state eligible to provide such plans and programs for their current employees, former employees, and/or retirees.

Record keeping is done at the contract level, not at the participant level. The contractholder directs contributions either

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into multiple Investment Accounts that are available in AUL's Separate Account, or into a Fixed Interest Account (FIA) that is part of AUL's general account.

The application to be used with this contract will be Form P-12503, which was approved by your office on March 30, 2000. Also, the Prospectus, dated May 1, 2007, has been filed with the Securities and Exchange Commission (SEC).

American United Life has reviewed the form and believes, to the best of its knowledge, that the form is both consistent with the laws and regulations of your state and in compliance with those laws and regulations. The form contains no unusual or possibly controversial items deviating from normal company or industry standards.

If there are any questions, please let me know. We look forward to receiving your response. Thank you for your assistance with this filing.

Sincerely,

Nelvia Washington, FLMI, ACS, AIRC, CCP
Senior Contract Analyst
Corporate Compliance & Market Conduct

E-mail: productcompliance.corporatecompliance@oneamerica.com /Tele: (317) 285-7660 (x1550) /Fax: (317) 285-5510

Company and Contact

Filing Contact Information

Nelvia Washington, Senior Contract Analyst Nelvia.Washington@oneamerica.com
One American Square (317) 285-1550 [Phone]
Indianapolis, IN 46206 (317) 285-5510[FAX]

Filing Company Information

American United Life Insurance Company CoCode: 60895 State of Domicile: Indiana

SERFF Tracking Number: AULD-125591634 State: Arkansas
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One American Square
P.O. Box 7127
Indianapolis, IN 46206
(877) 285-7660 ext. [Phone]

Group Code: 619
Group Name:
FEIN Number: 35-0145825

Company Type:
State ID Number:

SERFF Tracking Number: AULD-125591634 State: Arkansas
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American United Life Insurance Company	\$50.00	04/02/2008	19214091

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/11/2008	04/11/2008

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Disposition

Disposition Date: 04/11/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Form Schedule

Lead Form Number: GBreg-KuportVA

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GBreg-KuportVA	Policy/Contract/Fraternal Certificate	Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity	Initial		0	UnallOMReg file copy (MidA privatesector DCP,HRA,HS A,OPEBannlp ortfolio ratever6(4-1-08).pdf

AMERICAN UNITED LIFE
INSURANCE COMPANY®
a ONEAMERICA® company

CONTRACT NUMBER: [G XX,XXX]
CONTRACTHOLDER: [ABC COMPANY]
DATE OF ISSUE: [JANUARY 2, 2008]
CONTRACT DATE: [JANUARY 1, 2008]
FIRST CONTRACT ANNIVERSARY: [JANUARY 1, 2009]

American United Life Insurance Company (AUL) issues this contract in consideration of the Contractholder's application and the payment of Contributions to AUL. When used in this contract, "we," "us," or "our" refer to AUL and "you" or "your" refer to the Contractholder or any third-party administrator (TPA) or other representative designated by the Contractholder to act on its behalf.

All provisions and conditions stated on this and subsequent pages are part of this contract.

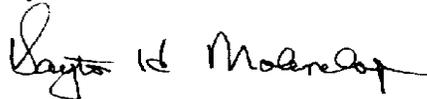
This contract is signed for AUL at its Home Office in Indianapolis, Indiana. Our mailing address is P.O. Box 368, Indianapolis, Indiana 46206-0368. Our street address is One American Square, Indianapolis, Indiana 46282.

NOTICE OF TEN DAY RIGHT TO EXAMINE CONTRACT

Please read this contract carefully. You may return the contract for any reason within ten days after receiving it. If returned, the contract is void from the beginning and any Contributions will be refunded.

AMERICAN UNITED LIFE INSURANCE COMPANY®

By



[President & Chief Executive Officer]

Attest



[Secretary]

AUL American Series
Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity [(SBR)]
Current Interest Credited
Nonparticipating

ACCUMULATION UNITS IN AN INVESTMENT ACCOUNT UNDER THIS CONTRACT MAY INCREASE OR DECREASE IN VALUE ACCORDING TO THE INVESTMENT PERFORMANCE OF THE UNDERLYING INVESTMENTS HELD BY THE INVESTMENT ACCOUNT. THE VALUE OF SUCH ASSETS AND ACCUMULATION UNITS IS NOT GUARANTEED. SECTION 4 OF THIS CONTRACT EXPLAINS THE VALUATION OF SUCH ASSETS AND ACCUMULATION UNITS.

If you have questions concerning your contract, or wish to register a complaint, you may reach us by calling [1-800-261-9618].

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SECTION 1 - DEFINITIONS

- 1.1 Your "Account Value" as of a date is:
- (a) your balance in the Fixed Interest Account (FIA), if any, on that date; plus
 - (b) the value of your Accumulation Units in each Investment Account on that date.
- 1.2 "Accumulation Unit" is a valuation device used to measure increases in and decreases to the value of any Investment Account.
- 1.3 "Annuity Commencement Date" is the first day of the month an annuity begins under this contract. This date may not be later than the date a Participant's periodic benefits are required to commence under the Code.
- 1.4 "Business Day" is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.5 "Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings thereunder.
- 1.6 The "First Contract Anniversary" is listed on the contract face page. Subsequent "Contract Anniversaries" are on the same day of each subsequent year.
- 1.7 "Contract Quarter" is each of the four successive three-month periods in a Contract Year.
- 1.8 The first "Contract Year" starts on the Contract Date listed on the contract face page and ends on the day before the First Contract Anniversary. Each subsequent Contract Year starts on a Contract Anniversary and ends on the day before the next Contract Anniversary.
- 1.9 "Contractholder Account" is an account we maintain for you under this contract.
- 1.10 "Contributions" are funds that have been paid to us pursuant to the Plan or transferred from a prior AUL group annuity contract or a prior funding medium. Such transferred funds may be listed under categories other than "Contributions" on contract reports.
- 1.11 "Contribution-Source" means each type of Contribution allowed under the Plan. You are responsible for tracking each Contribution-Source separately.
- 1.12 "Excess Contributions" are Contributions in excess of the applicable Code limits. You are responsible for tracking Excess Contributions.
- 1.13 "Fixed Interest Account" or "FIA" is an Investment Option described in §3 to which Contributions may be allocated for accumulation at the Guaranteed Rate. The FIA funds constitute a portion of our general asset account.
- 1.14 "Guaranteed Rate" is the guaranteed annual effective rate of interest we credit to the FIA. We credit interest daily to the FIA. The Guaranteed Rate may be modified at any time as described in §3.2.
- 1.15 "Home Office" is our principal office in Indianapolis, Indiana. For anything to be "received by AUL," it must be received at our Home Office.

- 1.16 "Investment Account" means each distinct portfolio established within our Variable Account and identified in the Table of Investment Accounts in this contract. Amounts allocated to any Investment Account are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity identified in the Table of Investment Accounts. Our "Variable Account" is a separate account we maintain under Indiana law which is called the AUL American Unit Trust and which is registered under the Investment Company Act of 1940 as a unit investment trust.
- 1.17 "Investment Option" is the FIA or any Investment Account.
- 1.18 "Mutual Fund" means any diversified, open-end, management company made available by us, and listed in the Table of Investment Accounts.
- 1.19 "Participant" is any person participating in the Plan.

[(Use this 1.20 for a private sector HRA plan using a VEBA)]

- 1.20 "Plan" means the Plan Sponsor's plan **[(a Plan Sponsor-provided Health Reimbursement Arrangement (HRA) accident and health plan that is used exclusively to reimburse expenses incurred for medical care as defined under Code §213(d))]** for which Contributions are made to this contract.

[(Use this 1.20 for a private sector post-employment health and welfare benefit plan using a Grantor Integral Trust or a VEBA)]

- 1.20 "Plan" means the Plan Sponsor's plan **[(a Plan Sponsor-provided GASB 45 OPEB (Other Post-Employment Benefits) non-pension benefit plan that is used to provide post-employment benefits for former employees, which benefits may include certain health care benefits)]** for which Contributions are made to this contract.

[(Use this 1.20 for a private sector HSA plan)]

- 1.20 "Plan" means the Plan Sponsor's plan **[(a Plan Sponsor-provided Health Savings Account (HSA) established pursuant to Code §223 that is used exclusively to reimburse incurred "qualified medical expenses" as defined in Code §223(d) for "medical care" as defined in Code §213(d))]** for which Contributions are made to this contract.

[(Use this 1.20 for a private sector 457 DCP plan)]

- 1.20 "Plan" means the Plan Sponsor's plan **[of deferred compensation]** for which Contributions are made to this contract.

- 1.21 "Plan Sponsor" is **[ABC Company]**.
- 1.22 "Portfolio" is a portfolio established within a particular Mutual Fund, as described in the Mutual Fund's current prospectus.
- 1.23 "Valuation Periods" start at the close of each Business Day and end at the close of the next Business Day.
- 1.24 The "Withdrawal Charge" is a percentage of the Account Value withdrawn under this contract. The Withdrawal Charge will not apply to amounts withdrawn to provide certain benefit payments or an annuity as described in §§5.1 and 6.1, respectively. The percentage varies by the Contract Year in which a withdrawal is made. The Withdrawal Charge percentage is as follows:

<u>[During Contract Years</u>	<u>Percentage</u>
1	7
2	6
3	5

4	4
5	3
6	2
7	1
Thereafter	0]

In no event will the cumulative total of all Withdrawal Charges, including those previously assessed against any amount withdrawn, exceed **[8.5%]** of total Contributions made to this contract.

1.25 "Withdrawal Value" is your Account Value, less any Withdrawal Charge.

SECTION 2 - ADMINISTRATION OF THE CONTRACTHOLDER ACCOUNT

- 2.1 **How Contributions Are Handled:** You determine the amount to be contributed to this contract. We do not guarantee that the amounts held under this contract will be sufficient to purchase the benefits provided by the Plan. Our liability to provide annuities or other benefits is limited to the amounts available under this contract.

A Contribution is credited to the Contractholder Account on the Business Day we receive that Contribution. Funds may be allocated to Investment Options in any increments acceptable to us. An Investment Option election remains in effect until a new Investment Option election is made.

If we do not receive an Investment Option election as of the date we receive a Contribution, the Contribution will be credited to the [(insert name of default Investment Option here)].

Subsequently received Investment Option elections will be used to allocate future Contributions only. We will transfer amounts previously allocated to this default Investment Option, plus gains or minus losses thereon, only if you direct us to make a transfer. This transfer request must be submitted in a format specifically authorized by us.

- 2.2 **Transfers from Other Retirement Programs:** If permitted by the Plan and by applicable state and federal law, we may accept, or may initiate the transfer of, amounts transferred from other retirement programs. Such transferred amounts, as identified by you, are credited as a rollover Contribution and are tracked within this contract as required by applicable state and federal law.

[(Use this 2.3 for a 457 DCP plan)]

- 2.3 **Excess Contributions:** On receipt of your instructions, we will withdraw Excess Contributions, plus gains and minus losses, and return them as you direct. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Plan and the Code. A return of Excess Contributions is treated like a Plan benefit payment under §5.1(a).

[(Use this 2.3 for a private sector HRA plan using a VEBA, a private sector HSA plan, or a private sector post-employment health and welfare benefit plan using a Grantor Integral Trust or a VEBA)]

- 2.3 **Excess Contributions:** On receipt of your instructions, we will withdraw Excess Contributions, plus gains and minus losses, and return them as you direct. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Plan and the Code. A return of Excess Contributions is treated like a Plan benefit payment under §5.1.

- 2.4 **Transfers from Other Contracts:** We may require amounts transferred to this contract from other AUL group annuity contracts to be allocated to **[the FIA]**. We will advise you if this limitation applies before accepting such a transfer.

SECTION 3 -- OPERATION OF THE FIXED INTEREST ACCOUNT

- 3.1 Allocations to FIA: We allocate Contributions to the FIA as you direct. We credit interest daily from the date of the Contribution or transfer to the FIA to the date of withdrawal or transfer from the FIA to an Investment Account.
- 3.2 Provision of a Guaranteed Rate for the FIA: **[All Contributions and transfers to the FIA will earn interest at the Guaranteed Rate in effect at the time such Contribution or transfer is made. All monies in the FIA will earn interest at that Guaranteed Rate until that Guaranteed Rate is changed. We may declare a new Guaranteed Rate for the FIA that becomes effective on January 1 of each calendar year; however, we may declare an increase in the Guaranteed Rate at any time. Such declaration will be at least 30 days in advance of the effective date of the new rate.]**
- [(Insert the following paragraph if certain commission options apply)]*
[Notwithstanding the previous paragraph, all Contributions and transfers to the FIA during the 12-month period beginning with the Contract Date will earn a 1% rate of interest in addition to the Guaranteed Rate determined under the previous paragraph for a period of 12 months from the date of deposit.]
- 3.3 Minimum Rate Guarantee: No Guaranteed Rate may be less than an annual effective interest rate equal to **[the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding the calendar year in which the Guaranteed Rate is in effect (rounded to the nearest 0.05%), minus 1.25%. This minimum Guaranteed Rate shall not be less than 1% nor greater than 3%.]**
- 3.4 Allocation of Withdrawals: Withdrawals or transfers from the FIA are on a first-in/first-out (FIFO) basis. All amounts paid during an installment payout period are paid from all Investment Options on a pro-rata basis.
- 3.5 Limitation on Contributions and Transfers to FIA: Except for annuity purchases as described in §6.1, we reserve the right to limit or disallow allocation of new Contributions and transfers to the FIA upon **[30 days]** notice to you.

SECTION 4 - VALUATION OF INVESTMENT ACCOUNTS

- 4.1 **Operation of Investment Accounts:** All income, gains, or losses, realized or unrealized, from assets held in any Investment Account are credited to or charged against the applicable Investment Account without regard to our other income, gains, or losses. Investment Account assets are not chargeable with liabilities arising out of any other business we may conduct.
- 4.2 **Valuation of Mutual Funds and Other Entities:** The current report or prospectus for each Mutual Fund or other entity listed in the Table of Investment Accounts describes how that Mutual Fund's or other entity's assets are valued.
- 4.3 **Accumulation Units:** We credit amounts allocated to an Investment Account in Accumulation Units. The Accumulation Unit value used is the one for the Valuation Period when we allocate the amount to the Investment Account.
- 4.4 **Value of Accumulation Units:** We establish the initial Accumulation Unit value for a new Investment Account on the inception date of that Investment Account. The value of an Accumulation Unit for any later Valuation Period reflects the §4.1 income, gains, and losses and the §7.1 Investment Option Charge (IOC). We determine the Accumulation Unit value before giving effect to any additions, withdrawals, or transfers in the current Valuation Period.
- 4.5 **Valuing the Contractholder Account:** We determine your Account Value in an Investment Account by multiplying the Accumulation Units in the Contractholder Account by the Accumulation Unit value. The Accumulation Unit value of an Investment Account changes only on a Business Day.

SECTION 5 - BENEFIT PAYMENTS AND TRANSFERS

[(Use this 5.1 for a 457 DCP plan)]

5.1 Plan Benefit Payments: You will advise us of any person for whom a payment is due under the Plan, including the nature and amount of such payment, before the date such payment is due or as soon thereafter as is practicable. Any withdrawal request under this Section must certify the purpose of the request.

Prior to notification of contract termination (but not thereafter), you may direct us to withdraw all or a portion of your Account Value to pay to you a single-sum payment (except as described below) for:

- [(a) Plan benefits for retirement, death, disability, unforeseeable emergencies, or required minimum distribution benefits pursuant to Code §401(a)(9). Such a withdrawal is not subject to a Withdrawal Charge.]**

- [(b) Plan benefits for termination of employment. Such a withdrawal is not subject to a Withdrawal Charge, with the following exceptions:**
 - (1) Any such payment requested for a Participant who terminates employment on or after the date your Plan is terminated is subject to a Withdrawal Charge.**
 - (2) Any such payment requested for a Participant whose termination of employment is part of a partial Plan termination under IRS guidelines is subject to a Withdrawal Charge.**
 - (3) Even if there is no full or partial Plan termination under paragraphs (1) and (2) above, we reserve the right to apply a Withdrawal Charge to any such termination of employment payments during the Contract Year (or, at our option, during the 365-day period preceding our receipt of a termination of employment benefit payment request) which exceed 20% of your Account Value determined as of the first day of the Contract Year (or the first day of the 365-day period).**
 - (4) Any such payment requested for a Participant who terminates employment on or after the date the Plan Sponsor files for protection under federal bankruptcy law, is deemed insolvent, dissolves, closes, or shuts down its business, or ceases operations is subject to a Withdrawal Charge.**

- [(c) Plan benefits not otherwise listed in Subsections (a) and (b) above. Such a withdrawal is subject to a Withdrawal Charge.]**

A withdrawal request is effective, and the Account Value to be applied pursuant to this Section is determined, on the Business Day that we receive a proper withdrawal request (or due proof of death, if received later). We will pay any cash lump-sum to you or your designee within **[7 days]** from that

Business Day, except as we may be permitted to defer such payment of amounts withdrawn from the Variable Account in accordance with appropriate provisions of the federal securities laws. We reserve the right to defer the payment of amounts withdrawn from the FIA for a period of up to **[6 months]** after we receive the withdrawal request.

Under Subsections (b)(1), (2), (3), and (4), and (c) above, if the entire Account Value is withdrawn, the amount paid equals the Withdrawal Value minus any charges described in §7 that are not included in the Accumulation Unit value. If a portion of the Account Value is withdrawn, the Account Value is reduced by an amount sufficient to make the payment requested and to cover the Withdrawal Charge and any charges described in §7 that are not included in the Accumulation Unit value. **[However, under the exceptions specified in Subsections (b)(1), (2), and (4) above, we reserve the right to pay you the FIA Account Value you request (subject to the Withdrawal Charge and any charges described in §7 which are not included in the Accumulation Unit value) in 6 equal annual installments according to the provisions of §9.2(a), except that the term “termination effective date” as used in §9.2(a) shall be replaced by “withdrawal effective date.” If we exercise this right to pay the FIA in installments, as of the date we receive your withdrawal request, no transfers may be made from the FIA to any Investment Account.]**

[(Use this 5.1 for a private sector HRA plan using a VEBA, a private sector HSA plan, or a private sector post-employment health and welfare benefit plan using a Grantor Integral Trust or a VEBA)]

5.1 Plan Benefit Payments: You will advise us of any person for whom a payment is due under the Plan, including the nature and amount of such payment, before the date such payment is due or as soon thereafter as is practicable. Any withdrawal request under this Section must certify the purpose of the request.

Prior to notification of contract termination (but not thereafter), you may direct us to withdraw all or a portion of your Account Value to provide a single-sum payment to you to pay a Plan benefit. Such a withdrawal is not subject to a Withdrawal Charge.

A withdrawal request is effective, and the Account Value to be applied pursuant to this Section is determined, on the Business Day that we receive a proper withdrawal request (or due proof of death, if received later). We will pay any cash lump-sum to you or your designee within **[7 days]** from that Business Day, except as we may be permitted to defer such payment of amounts withdrawn from the Variable Account in accordance with appropriate provisions of the federal securities laws. We reserve the right to defer the payment of amounts withdrawn from the FIA for a period of up to **[6 months]** after we receive the withdrawal request.

5.2 Transfers between Investment Options: You may direct us to transfer amounts between Investment Options. Transfers are effective on the Business Day we receive the transfer direction. Transfer directions may be made daily on any Business Day. We will make the transfer as requested within **[7 days]** from the date we receive the request, except as we may be permitted to defer the transfer of amounts withdrawn from the Variable Account in accordance with appropriate provisions of the federal securities laws. As an exception to the above provisions of this Section, we reserve the right to defer a transfer of amounts from the FIA for a period of up to **[6 months]** after we receive the transfer request.

5.3 Transfers to and from the FIA:

(a) No more than 20% of your FIA Account Value as of the first day of that Contract Year, less amounts previously transferred by you from the FIA during that Contract Year, may be transferred by you from the FIA as of the date we receive your transfer request.

(b) Transfers to the FIA from an Investment Account are subject to our approval.

[(Use this (c) for a 457 DCP plan)]

- (c) We may cease to permit transfers upon 30 days notice to you, or as provided in §§5.1 and 9.1.

[(Use this (c) for a private sector HRA plan using a VEBA, a private sector HSA plan, or a private sector post-employment health and welfare benefit plan using a Grantor Integral Trust or a VEBA)]

- (c) We may cease to permit transfers upon 30 days notice to you, or as provided in §9.1.

5.4 Other Funding: If more than one funding medium is used to fund the Plan, the amount to be withdrawn from this contract to pay a Plan benefit is equal to $[(1) \times (2)] + 3 + 4$ where:

- (1) is the total Plan benefit payable;
- (2) is the percentage of total Plan assets held under this contract, as you certify to us;
- (3) is the amount of any applicable Withdrawal Charge applied under §5.1; and
- (4) is the amount of any applicable charges under §7 which are not included in the Accumulation Unit value.

SECTION 6 - ANNUITIES

- 6.1 **Annuity Purchases:** Prior to notification of contract termination (but not thereafter), you may withdraw all or a portion of your Account Value to provide a Plan benefit in the form of an annuity. Such a withdrawal is not subject to a Withdrawal Charge. On the date we receive an annuity purchase request, we transfer the entire amount requested to the [FIA]. Such amounts remain in the [FIA] until the full amount (**[plus interest]**) is applied to purchase the annuity on the last day of the month preceding the Annuity Commencement Date. As of that annuity purchase date, such funds are no longer maintained in this contract.

Your annuity purchase request must specify the purpose for the annuity, the Participant's name, the election of an annuity option, Annuity Commencement Date, any contingent annuitant or beneficiary, and any additional information we require. If the Participant or any contingent annuitant dies before the Annuity Commencement Date, the annuity election is cancelled.

The minimum amount that you may apply to purchase an annuity is **[\$10,000]**.

- 6.2 **Annuity Options:** You may elect any optional form of annuity we offer at the time of purchase. Available annuity options always include:
- (a) **Life Annuity.** A monthly annuity is payable as long as the annuitant lives.
 - (b) **Survivorship Annuity.** A monthly annuity is payable as long as the annuitant lives. After the annuitant's death, all or a portion of the monthly annuity is paid to the contingent annuitant as long as the contingent annuitant lives.

If a certain period annuity is available, the certain period may not extend beyond the life expectancy of a Participant or the joint life expectancy of a Participant and any contingent annuitant, as determined on the Annuity Commencement Date.

- 6.3 **Determining Annuity Amount:** We compute the annuity amount using the factors reflected in the Table of Guaranteed Immediate Annuities attached to this contract. However, if our current single premium, nonparticipating, immediate annuity rates for this class of group annuity contracts produce a higher monthly annuity than the Table of Guaranteed Immediate Annuities, then that more favorable annuity rate is applied.
- 6.4 **Proof of Age and Survival; Minimum Payments:** We may require proof of any annuitant's or contingent annuitant's date of birth before commencing payments under any annuity. We may also require proof that an annuitant or contingent annuitant is living before making any annuity payment. If a monthly annuity is less than our current established minimum payment, we may make payments on a less-frequent basis.
- 6.5 **Annuity Certificates:** We issue to each person for whom an annuity is purchased a certificate setting forth the annuity's amount and terms.

SECTION 7 - OTHER CONTRACT CHARGES

7.1 Investment Option Charge (IOC): Under §4.4, the Accumulation Unit values of all Investment Accounts reflect the daily equivalent of an IOC expressed as an annual percentage.

The IOC for an Investment Account is applied directly against the Investment Account and is equal to **[the sum of “x” + “y” where:**

“x” = a current charge for the investment advisory fees and for the operational, organizational, and other expenses of the corresponding Mutual Fund, Portfolio, or other entity in which the Investment Account invests. Periodically, for a given Investment Account, “x” will change to reflect changes in the related expenses and other factors. Any change in “x” for an Investment Account will be effective without prior written notice. Copies of the prospectuses or reports of the Mutual Fund, Portfolio, or other entity are available for review.

“y” = a current asset charge of 1.25%.]

7.2 Taxes: We may deduct any premium tax we incur that is directly related to amounts received for the Participant from the balance applied to purchase an annuity, or at such other time as we incur a premium tax. We may also deduct from Investment Accounts reasonable charges for federal, state, or local income taxes we incur that are attributable to such Investment Accounts.

7.3 Other Charges:

(a) We apply those charges listed in the Table of Contract Charges.

[(b) Charges due AUL for which the Plan is responsible, and to which the Plan Sponsor and Contractholder have otherwise agreed in writing, which are unpaid 60 days after the payment due date, will be deducted from your Account on a pro-rata basis from the Investment Options. Charges due AUL for which the Plan Sponsor (not the Plan) is responsible, and to which the Plan Sponsor has otherwise agreed in writing, must be paid by the Plan Sponsor.]

[(c) Charges due a third-party administrator (TPA) for which the Plan is responsible, and to which the Plan Sponsor and the TPA have separately agreed in writing, will be deducted from your Account on a pro-rata basis from the Investment Options. The entire charge collected by us will be forwarded to the TPA, and no portion of this charge will be retained by us. Charges due the TPA for which the Plan Sponsor (not the Plan) is responsible, and to which the Plan Sponsor has otherwise agreed in writing, must be paid by the Plan Sponsor.]

[(Note: Delete §7.4 if the VIP Credit Factors are all zeros)(if used, insert correct scale)]

[7.4 Variable Investment Plus (VIP) Credit Factor: We determine a VIP credit factor each month by multiplying your month-end Account Value in all Investment Accounts by the monthly equivalent of the corresponding annual VIP credit factor in the table below. We multiply the resulting percentage by your month-end Account Value in each Investment Account, and add the resulting amount to your Account Value for that Investment Account.

<u>Month-End Account Value</u> <u>allocated to Investment Accounts</u>	<u>Annual VIP Credit Factors</u>
Less Than \$1,000,000	0.00%
Between \$1,000,000 and \$2,000,000	0.25%
Over \$2,000,000	0.50%

The VIP Credit Factor may be reduced by an annual charge percentage equal to the current fixed dollar charge for expenses to which you have agreed divided by your period-end Account Value in all Investment Accounts. Period-end will be month-end. Alternatively, at our option

and upon 30 days notice to you prior to the beginning of the next calendar quarter, we may use your calendar quarter-end Account Value in all Investment Accounts to calculate this charge. We also reserve the right to revert to a month-end calculation upon 30 days notice to you prior to the beginning of the month in which the change is to be effective. Such charge percentage may not reduce the VIP Credit Factor below 0%.]

SECTION 8 - CONTRACT MODIFICATIONS

- 8.1 **Contract Amendment:** You and we may agree to any change or amendment to this contract without the consent of any other person or entity. This contract cannot be modified or amended, nor can any provision or condition be waived, except by written authorization of a corporate officer of AUL.
- 8.2 **Rates and §7 Charges:** We may announce a new Guaranteed Rate for the FIA pursuant to §3.2. We may also modify the charge levels in §7 (but may not exceed the maximum charge levels listed in the Table of Contract Charges) using the procedures of §8.5.
- 8.3 **Conformance with Law:** We may amend this contract at any time, without your consent, or that of any other person or entity, if the amendment is reasonably needed to comply with, or give you or Participants the benefit of, any provisions of federal or state laws. Any such amendment will be delivered to you prior to its effective date.
- 8.4 **Addition, Deletion, or Substitution of Investments:**
- (a) We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, substitution for, or combinations of, the securities that are held by any Investment Account or that any Investment Account may purchase. We reserve the right to eliminate the shares of any of the eligible Mutual Funds, Portfolios, or other entities and to substitute shares of, or interests in, another Mutual Fund, Portfolio, or another investment vehicle, for shares already purchased or to be purchased in the future under the contract, if the shares of any or all eligible Mutual Funds, Portfolios, or other entities are no longer available for investment or if further investment in any or all eligible Mutual Funds, Portfolios, or other entities becomes inappropriate in view of the purposes of the contract. Where required under applicable law, we will not substitute any shares attributable to your interest in any Investment Account without notice, your approval, Participant approval, or prior approval of the Securities and Exchange Commission or a state insurance commissioner, and without following the filing or other procedures established by applicable state insurance regulators. Nothing contained herein will prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between series or classes of contracts on the basis of requests made by a majority of other contractholders or as permitted by federal law.
 - (b) We reserve the right to establish additional Investment Accounts, each of which would invest in the corresponding Mutual Fund, Portfolio, or other entity, or in other securities or investment vehicles. We reserve the right to eliminate or combine existing Investment Accounts if marketing, tax, or investment conditions warrant. We reserve the right to provide other Investment Options under this contract at any time. Subject to any required regulatory approvals, we reserve the right to transfer assets from any Investment Account to another separate account of AUL or Investment Account.
 - (c) In the event of any such substitution or change, we may, by appropriate amendment, make such changes in this contract as may be necessary or appropriate to reflect such substitution or change. Any transfer request or Investment Option election received on or after the effective date of such substitution or change which reflects the previous Investment Option which has been substituted or changed will be transacted using the new substituted or changed Investment Option. If deemed by us to be in the best interests of persons or entities having voting rights under this contract, the Variable Account may be operated as a management investment company under the Investment Company Act of 1940 or any other form permitted by law, it may be deregistered in the event such registration is no longer required under the Investment Company Act of 1940, or it may be combined with other

separate accounts of AUL or an affiliate thereof. We may take such action as is necessary to comply with, or to obtain, exemptions from the Securities and Exchange Commission with regard to the Variable Account. Subject to compliance with applicable law, we also may combine one or more Investment Accounts and may establish a committee, board, or other group to manage one or more aspects of the Investment Accounts.

8.5 **Our Right to Initiate Changes:** In addition to those amendments permitted by §§8.2, 8.3, and 8.4, we may initiate an additional provision or modification of any other provision of this contract (except for those prohibited amendments listed in §8.6) by giving you **[60 days]** notice of such modification. Any such modification is effective without your affirmative assent.

8.6 **Prohibited Amendments:**

- (a) Notwithstanding our right to initiate changes under §8.5, we may not initiate changes to the §3.3 minimum rate guarantee provision, our obligation to set a Guaranteed Rate for the FIA specified in §3.2, the payment provisions upon contract termination specified in §9.2, the maximum charge levels listed in the Table of Contract Charges, or the Table of Guaranteed Immediate Annuities.
- (b) No modification to this contract may change the terms of a previously purchased annuity or reduce any interest guarantee applicable to balances held in the FIA on the modification's effective date.

SECTION 9 - TERMINATION OF CONTRACT

9.1 Termination by You: You may terminate this contract by giving us notice and electing a form of payment described in §9.2. **[As of the date we receive your notice, no transfers may be made from the FIA to any Investment Account.]** Your termination is effective on **[the Business Day that we receive your notice, unless you and we agree to another date.]**

9.2 Payment Upon Termination by You: If you terminate the contract:

- (a) We pay you a lump-sum equal to your Investment Account Withdrawal Value. Such Investment Account Withdrawal Value will be determined on the termination effective date and paid within **[7 days]** from the termination effective date, except as we may be permitted to defer payment in accordance with appropriate provisions of the federal securities laws.

[Use this second paragraph for any 457 plan]

[We pay you your FIA Withdrawal Value in 6 equal annual installments. Calculation of the amount of each installment to be paid is made on the termination effective date. We pay the first installment within 7 days from the termination effective date. Subsequent installments are paid on the anniversary of the termination effective date. During the installment payment period, interest is credited to your terminating FIA amounts at a rate equal to the Guaranteed Rate for the FIA (as determined on the first installment payment date), less 1%. The minimum rate guarantee provided in §3.3 applies to the interest credited under this Section. Interest is paid with each installment.]

[Use this second paragraph for a private sector HRA plan using a VEBA, a private sector HSA plan, or a private sector post-employment health and welfare benefit plan using a Grantor Integral Trust or a VEBA]

[We pay you your FIA Withdrawal Value in 6 equal annual installments. Calculation of the amount of each installment to be paid is made on the termination effective date. We pay the first installment within 7 days from the termination effective date. Subsequent installments are paid on the anniversary of the termination effective date. However, we will advance to you and deduct from the next subsequent installment any portion of the next subsequent installment that you certify to us is necessary to pay individual Participant Plan benefits arising since the last installment payment, to the extent that amounts previously disbursed pursuant to this Subsection (a) are insufficient to pay such individual Participant Plan benefits. During the installment payment period, interest is credited to your terminating FIA amounts at a rate equal to the Guaranteed Rate for the FIA (as determined on the first installment payment date), less 1%. The minimum rate guarantee provided in §3.3 applies to the interest credited under this Section. Interest is paid with each installment.]

- (b) Transfer to Another Contract: In lieu of the payments provided in Subsection (a) above, you may transfer your Account Value to any group annuity contract which we may make available. Any such amounts are calculated on the termination effective date and are transferred to such group annuity contract within **[7 days]** from the termination effective date.

- 9.3 Indemnification Required: Payments or transfers under §9.2 are in full settlement of our obligations under this contract. Prior to making such payments or transfers under §9.2, we may require you and the Plan Sponsor to indemnify and hold us harmless from any and all losses, claims, or demands that may later be asserted against us in connection with the making of such payment or transfer.
- 9.4 Effect on Contract Obligations: Any annuities purchased prior to notification of contract termination are unaffected by a termination. We may refuse further Contributions at any time after a termination notice has been given. This contract terminates automatically if no amounts remain in either the FIA or any Investment Account.

SECTION 10 - GENERAL PROVISIONS

[(Use this 10.1 if not a 457 DCP)]

- 10.1 Ownership: You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until you make such amounts available to them. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract.

[(Use this 10.1 if a 457 DCP)]

- 10.1 Ownership: You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until you make such amounts available to them. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract. **[If you are a State or a political subdivision of a State (or any agency or instrumentality thereof) and your Plan is a Code §457 Plan, all assets held under this contract shall be held for the exclusive benefit of Participants and their beneficiaries under the Plan. If you are an entity other than a State or a political subdivision of a State (or any agency or instrumentality thereof), all assets held under this contract remain (until made available to the Participant or other beneficiary) solely your property (without being restricted to the provision of benefits under the Plan), subject only to the claims of your general creditors.]** No benefit or privilege under the contract may be sold, assigned, discounted, or pledged as collateral for a loan, as security for the performance of an obligation, or for any other purpose to any person or entity other than AUL.
- 10.2 Entire Contract: This contract and your application constitute the entire agreement between you and us. We are not a party to, nor bound by, a Plan, trust, custodial agreement, or other agreement (including your TPA agreement), or any amendment or modification to any of the same. We are not a fiduciary under this contract or under any such Plan, trust, custodial agreement, or other agreement.
- 10.3 Benefit Determinations: You will furnish us whatever information is necessary to establish the eligibility for and amount of annuity or other benefit due. We rely solely on your instructions and certifications with respect to Participant benefits. You are fully responsible for determining:
- (a) whether benefit payments are permitted under applicable law and the Plan and
 - (b) the existence or amount of Excess Contributions (plus gains or minus losses thereon), and that returns of Excess Contributions are permitted by the Plan and the Code.

We may rely on your or your designee's statements or representations in honoring any benefit payment request.

We require that a Participant execute and submit to us an affidavit that we prepare in order that we may process that Participant's benefit payable under this contract if you, the Plan Sponsor, the Plan Trustee, and the Plan Administrator are no longer in existence at the time we receive that Participant's benefit payment request.

- 10.4 Representations and Warranties: You and we mutually represent and warrant, each to the other, that each is fully authorized to enter into this contract and that this contract is a valid and binding obligation and that the execution of this contract does not violate any law, regulation, judgment, or order by which the representing party is bound. In addition, you represent and warrant to us that:

[(Use this (a) for a 457 DCP plan)]

[(a) the Plan is a deferred compensation plan that meets the requirements of Code §457;]

[(Use this (a) for a private sector HRA plan using a VEBA)]

[(a) the Plan is used exclusively to reimburse expenses incurred for medical care as defined under Code §213(d);]

[(Use this (a) for a private sector HSA plan)]

[(a) the Plan is used exclusively to reimburse incurred “qualified medical expenses” as defined in Code §223(d) for “medical care” as defined in Code §213(d);]

[(Use this (a) for a private sector post-employment health and welfare benefit plan using a Grantor Integral Trust or a VEBA)]

[(a) the Plan is a GASB 45 OPEB (Other Post-Employment Benefits) non-pension benefit plan that is used to provide post-employment benefits for former employees, which benefits may include certain health care benefits);]

(b) the execution of this contract has been authorized by the Plan fiduciary or other Plan representative responsible for Plan investment decisions; and

(c) the execution or performance of this contract does not violate any Plan provision or any law, regulation, judgment, or order by which the Plan is bound.

We do not make any representation or warranty regarding the federal, state, or local tax status of this contract or any transaction involving this contract.

- 10.5 Contractholder Representative; Misstatement of Data: You may designate a representative to act on your behalf under §§2 or 3 or to receive any payment under §§5 or 9. We may rely on any information you or your designee furnishes. We need not inquire as to the accuracy or completeness of such information. If any essential data pertaining to any person has been omitted or misstated, including, but not limited to, a misstatement of an annuitant's or contingent annuitant's age, we will make an equitable adjustment to provide the annuity or other benefit determined using correct data.
- 10.6 Assignment by Contractholder: You may assign this contract by filing the original or a duplicate of the assignment with us. We are not responsible for the validity of an assignment.
- 10.7 Form of Request, Notice, Instruction, or Direction: When reference is made to you or your designated representative making a request or giving notice, instruction, or direction, such request, notice, instruction, or direction must be in writing, or in a form otherwise acceptable to us, and is effective when we receive it.
- 10.8 Conformity with Law: Any benefit payable under this contract shall not be less than the minimum benefit required by the insurance laws of the state in which the contract is delivered. Language in this contract referring to state or federal tax, securities, or other statutes or rules do not incorporate within this contract any such statutes or rules.
- 10.9 Gender and Number: Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.
- 10.10 Facility of Payment: If you have directed us to pay any Participant, contingent annuitant, or beneficiary who is legally incapable of giving a valid receipt for any payment, and no guardian has

been appointed, we will pay you directly. Any such payment fully discharges us to the extent of such payment.

- 10.11 Voting: We own all shares of a Mutual Fund, Portfolio, or other entity held in an Investment Account. We exercise the voting rights of such shares at all shareholder meetings on all matters requiring shareholder voting under the Investment Company Act of 1940 or other applicable laws. Our vote reflects instructions received from persons having the voting interest in the shares, as follows:
- (a) You have the voting interest under this contract. Unless otherwise required by applicable law, the number of shares of a Mutual Fund, Portfolio, or other entity for which you may give voting instructions is determined by dividing your Account Value in the affected Investment Account by the net asset value of the shares of the Mutual Fund, Portfolio, or other entity. Fractional votes are counted. Our determination is made as of the date used by the Mutual Fund, Portfolio, or other entity to determine shareholders eligible to vote.
 - (b) We vote shares proportionally, to reflect the voting instructions we receive in a timely manner from you and from all other contractholders. If no timely voting instructions are received from you, we vote shares proportionally, to reflect the voting instructions we received in a timely manner for all other contracts.

To the extent permitted by applicable law, we may vote shares in our own right or may modify the above procedures to reflect changes in the law or its interpretation.

We will provide prospectuses and other reports as required by applicable federal law.

- 10.12 Acceptance of New Contributions: We may refuse to accept new Contributions at any time.
- 10.13 Emergencies: If regular banking activities are suspended, securities exchanges are closed, or there is restricted trading on any securities exchange, or if emergency or other circumstances beyond our control exist that make the disposal or valuation of securities or other assets reasonably impractical, we may defer processing transfers, withdrawals, or other payments under this contract for a reasonable period, in light of then-current market conditions.
- 10.14 Our Annual Statement: No provision of this contract controls, determines, or modifies any annual statement made by us to any insurance department, contractholder, regulatory body, or other person. Nor does anything in such annual statement control, determine, or modify the provisions of this contract.
- 10.15 Notice of Annual Meeting of Members: By-law, Art II, Sec. 2: the regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on **[the third Thursday in February each year at ten o'clock A.M.]** local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

[TABLE OF CONTRACT CHARGES]

- [(1) **Charge for Non-Electronic Transfers: We charge a service fee of up to \$5 for non-electronic transfers between Investment Options, which will be billed to you.]**
- [(2) **Contract Termination Individual Participant Check Fee: We bill you for a fee of up to \$100 for each Participant for whom an individual check is prepared upon contract termination. (This charge does not apply to a lump-sum payment to you upon contract termination.)]**
- [(3) **Participant Account Charge: Should we ever begin to provide individual Participant recordkeeping services under this contract, we reserve the right to deduct a Participant Account Charge of up to \$10 per Contract Quarter on the last day of each Contract Quarter from each Participant Account in existence on such day for as long as the Participant Account is in effect. Alternatively, we may bill this charge to you. If the entire balance of a Participant Account is applied or withdrawn before the last day of the Contract Quarter pursuant to the contract, the Participant Account Charge attributable to the period of time which has elapsed since the first day of the Contract Quarter in which such application or withdrawal of funds is made will not be deducted from the amount applied or withdrawn and will not be billed to you.]**

[TABLE OF GUARANTEED IMMEDIATE ANNUITIES

MONTHLY INCOME PER \$1,000 OF ACCOUNT VALUE

ADJUSTED AGE	LIFE ANNUITY	10-YEAR CERTAIN AND LIFE ANNUITY
45	2.7498	2.7455
46	2.7986	2.7938
47	2.8498	2.8444
48	2.9036	2.8975
49	2.9602	2.9532
50	3.0197	3.0116
51	3.0823	3.0730
52	3.1483	3.1375
53	3.2178	3.2052
54	3.2913	3.2763
55	3.3690	3.3512
56	3.4511	3.4299
57	3.5381	3.5126
58	3.6301	3.5995
59	3.7273	3.6906
60	3.8300	3.7862
61	3.9387	3.8865
62	4.0536	3.9919
63	4.1751	4.1024
64	4.3037	4.2184
65	4.4397	4.3400
66	4.5837	4.4676
67	4.7365	4.6014
68	4.8992	4.7419
69	5.0735	4.8895
70	5.2610	5.0448
71	5.4635	5.2077
72	5.6823	5.3783
73	5.9180	5.5559
74	6.1718	5.7400
75	6.4456	5.9301

Adjusted Age = Actual Age at Settlement (in years and completed months) less the following number of months: [0.6 times (Birth Year - 1915)] rounded to the nearest integer.

Guaranteed purchase rates are 100% of the net single premium for the benefit provided based on 85% of the unprojected 1994 Group Annuity Reserving Table for females with interest at 1.5%.]

[TABLE OF INVESTMENT ACCOUNTS

The following Investment Accounts are made available to you under this contract. By completing a form we require, you may restrict the Investment Accounts you make available to your Participants. Amounts allocated to any Investment Account identified below are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity listed below. Any restrictions imposed on AUL's ability to buy or sell shares in a Mutual Fund, Portfolio, or other entity listed below, and any fees imposed on AUL in connection with the purchase or sale of such shares, will be applied to any transaction by the Contractholder or Participant involving the corresponding listed Investment Account.

<u>Investment Account</u>	<u>Mutual Fund, Portfolio, or Other Entity</u>
AIM Basic Value	AIM Basic Value (R Class)
AIM Capital Development	AIM Capital Development (R Class)
AIM Energy Fund	AIM Energy Fund (A Class)
AIM Financial Services Fund	AIM Financial Services Fund (A Class)
AIM Global Equity	AIM Global Equity (A Class)
AIM Global Health Care Fund	AIM Global Health Care Fund (A Class)
AIM International Growth	AIM International Growth (R Class)
AIM Leisure Fund	AIM Leisure Fund (A Class)
AIM Mid Cap Core Equity	AIM Mid Cap Core Equity (R Class)
AIM Small Cap Growth	AIM Small Cap Growth (R Class)
AIM Technology Fund	AIM Technology Fund (A Class)
Alger Capital Appreciation Institutional	Alger Capital Appreciation Institutional (R Class)
Alger SmallCap Growth Institutional	Alger SmallCap Growth Institutional (R Class)
AllianceBernstein 2010 Retirement Strategy	AllianceBernstein 2010 Retirement Strategy (R Class)
AllianceBernstein 2015 Retirement Strategy	AllianceBernstein 2015 Retirement Strategy (R Class)
AllianceBernstein 2020 Retirement Strategy	AllianceBernstein 2020 Retirement Strategy (R Class)
AllianceBernstein 2025 Retirement Strategy	AllianceBernstein 2025 Retirement Strategy (R Class)
AllianceBernstein 2030 Retirement Strategy	AllianceBernstein 2030 Retirement Strategy (R Class)
AllianceBernstein 2035 Retirement Strategy	AllianceBernstein 2035 Retirement Strategy (R Class)
AllianceBernstein 2040 Retirement Strategy	AllianceBernstein 2040 Retirement Strategy (R Class)
AllianceBernstein 2045 Retirement Strategy	AllianceBernstein 2045 Retirement Strategy (R Class)
AllianceBernstein 2050 Retirement Strategy	AllianceBernstein 2050 Retirement Strategy (R Class)
AllianceBernstein 2055 Retirement Strategy	AllianceBernstein 2055 Retirement Strategy (R Class)
AllianceBernstein Focused Growth & IncomeFund	AllianceBernstein Focused Growth & Income Fund (R Class)
AllianceBernstein Global Value Fund	AllianceBernstein Global Value Fund (R Class)
AllianceBernstein International Growth Fund	AllianceBernstein International Growth Fund (R Class)
AllianceBernstein International Value Fund	AllianceBernstein International Value Fund (R Class)
AllianceBernstein Mid-Cap Growth Fund	AllianceBernstein Mid-Cap Growth Fund (R Class)
AllianceBernstein Small-Cap Growth Fund	AllianceBernstein Small-Cap Growth Fund (R Class)
AllianceBernstein Small/Mid Cap Value Fund	AllianceBernstein Small/Mid Cap Value Fund (R Class)
AllianceBernstein Value Fund	AllianceBernstein Value Fund (R Class)
Allianz CCM Capital Appreciation	Allianz CCM Capital Appreciation (R Class)
Allianz CCM Mid-Cap	Allianz CCM Mid-Cap (R Class)
Allianz NFJ Dividend Value	Allianz NFJ Dividend Value (R Class)
Allianz NFJ Small-Cap Value	Allianz NFJ Small-Cap Value (R Class)
Allianz OCC Renaissance	Allianz OCC Renaissance (R Class)
Allianz OCC Value	Allianz OCC Value (R Class)
American Century Emerging Markets	American Century Emerging Markets (A Class)
American Century® Equity Growth	American Century® Equity Growth (A Class)
American Century® Equity Income	American Century® Equity Income (A Class)
American Century® Ginnie Mae	American Century® Ginnie Mae (Advisor Class)

American Century® Growth	American Century® Growth (Advisor Class)
American Century® Heritage	American Century® Heritage (A Class)
American Century® Inflation-Adjusted Bond	American Century® Inflation-Adjusted Bond (Advisor Class)
American Century® International Discovery	American Century® International Discovery (Advisor Class)
American Century® International Growth	American Century® International Growth (Advisor Class)
American Century® Large Company Value	American Century® Large Company Value (Advisor Class)
American Century® New Opportunities II	American Century® New Opportunities II (A Class)
American Century® Real Estate	American Century® Real Estate (A Class)
American Century® Select	American Century® Select (Class)
American Century® Strategic Allocation: Agg.	American Century® Strategic Allocation: Aggressive (Advisor Class)
American Century® Strategic Allocation: Cons.	American Century® Strategic Allocation: Conservative (Advisor Class)
American Century® Strategic Allocation: Mod.	American Century® Strategic Allocation: Moderate (Advisor Class)
American Century® Ultra®	American Century® Ultra® (A Class)
American Century® Vista	American Century® Vista (Advisor Class)
American Funds® AMCAP®	American Funds® AMCAP® (R3 Class)
American Funds® American High Income Trust	American Funds® American High Income Trust (R3 Class)
American Funds® Capital World Growth & Income	American Funds® Capital World Growth & Income (R3 Class)
American Funds® Europacific Growth®	American Funds® Europacific Growth® (R3 Class)
American Funds® Fundamental Investors®	American Funds® Fundamental Investors® (R3 Class)
American Funds® Growth Fund of America®	American Funds® Growth Fund of America®(R3 Class)
American Funds® Interm.Bond Fund of America®	American Funds® Intermediate Bond Fund of America®(R3 Class)
American Funds® SmallCap World	American Funds® SmallCap World (R3 Class)
Dreyfus Premier Future Leaders	Dreyfus Premier Future Leaders (T Class)
Dreyfus Premier Health Care	Dreyfus Premier Health Care (T Class)
Dreyfus Premier New Leaders	Dreyfus Premier New Leaders (T Class)
Dreyfus Premier Structured Midcap	Dreyfus Premier Structured Midcap (T Class)
Dreyfus Premier Third Century	Dreyfus Premier Third Century (T Class)
Dreyfus Premier Worldwide Growth	Dreyfus Premier Worldwide Growth (T Class)
Fidelity Advisor Dividend Growth	Fidelity Advisor Dividend Growth (T Class)
Fidelity Advisor Dynamic Capital Appreciation	Fidelity Advisor Dynamic Capital Appreciation (T Class)
Fidelity Advisor Equity Growth	Fidelity Advisor Equity Growth (T Class)
Fidelity Advisor Equity Income	Fidelity Advisor Equity Income (T Class)
Fidelity Advisor Fifty	Fidelity Advisor Fifty (T Class)
Fidelity Advisor Freedom 2010 Fund	Fidelity Advisor Freedom 2010 Fund (T Class)
Fidelity Advisor Freedom 2015 Fund	Fidelity Advisor Freedom 2015 Fund (T Class)
Fidelity Advisor Freedom 2020 Fund	Fidelity Advisor Freedom 2020 Fund (T Class)
Fidelity Advisor Freedom 2025 Fund	Fidelity Advisor Freedom 2025 Fund (T Class)
Fidelity Advisor Freedom 2030 Fund	Fidelity Advisor Freedom 2030 Fund (T Class)
Fidelity Advisor Freedom 2035 Fund	Fidelity Advisor Freedom 2035 Fund (T Class)
Fidelity Advisor Freedom 2040 Fund	Fidelity Advisor Freedom 2040 Fund (T Class)
Fidelity Advisor Freedom 2045 Fund	Fidelity Advisor Freedom 2045 Fund (T Class)
Fidelity Advisor Freedom 2050 Fund	Fidelity Advisor Freedom 2050 Fund (T Class)
Fidelity Advisor Freedom Income Fund	Fidelity Advisor Freedom Income Fund (T Class)
Fidelity Advisor Growth & Income	Fidelity Advisor Growth & Income (T Class)
Fidelity Advisor Growth Opportunities	Fidelity Advisor Growth Opportunities (T Class)
Fidelity Advisor Leveraged Company Stock	Fidelity Advisor Leveraged Company Stock (T Class)
Fidelity Advisor New Insights Fund	Fidelity Advisor New Insights Fund (T Class)
Fidelity Advisor Small Cap	Fidelity Advisor Small Cap (T Class)
Fidelity Advisor Value	Fidelity Advisor Value (T Class)
Fifth Third Mid Cap Growth	Fifth Third Mid Cap Growth (A Class)
Fifth Third Multi Cap Value	Fifth Third Multi Cap Value (A Class)
Fifth Third Quality Growth	Fifth Third Quality Growth (A Class)
Fifth Third Strategic Income	Fifth Third Strategic Income (A Class)
First American Mid Cap Growth Opportunities	First American Mid Cap Growth Opportunities (R Class)
First American Mid Cap Value	First American Mid Cap Value (R Class)

First American Small Cap Select	First American Small Cap Select (R Class)
First American Small Cap Value	First American Small Cap Value (R Class)
First American Strategy Growth Allocation	First American Strategy Growth Allocation (R Class)
Franklin Capital Growth	Franklin Capital Growth (R Class)
Franklin Flex Cap Growth	Franklin Flex Cap Growth (R Class)
Franklin Small Cap Value	Franklin Small Cap Value (R Class)
Franklin Small-Mid Cap Growth	Franklin Small-Mid Cap Growth (R Class)
Franklin Strategic Income	Franklin Strategic Income (R Class)
Goldman Sachs Growth Strategy	Goldman Sachs Growth Strategy (Svc Class)
Goldman Sachs Mid Cap Value	Goldman Sachs Mid Cap Value (Svc Class)
Goldman Sachs Small Cap Value	Goldman Sachs Small Cap Value (Svc Class)
Goldman Sachs Structured International Equity	Goldman Sachs Structured International Equity (Svc Class)
Goldman Sachs Tollkeeper	Goldman Sachs Tollkeeper (Svc Class)
Janus Adviser Forty Fund	Janus Adviser Forty Fund (R Class)
Janus Adviser Growth and Income Fund	Janus Adviser Growth and Income Fund (R Class)
Janus Adviser INTECH Risk-Mgd Lg. Cap Growth	Janus Adviser INTECH Risk-Managed Large Cap Growth (R Class)
Janus Adviser Mid Cap Value	Janus Adviser Mid Cap Value (R Class)
Janus Adviser Small Company Value	Janus Adviser Small Company Value (S Class)
Lord Abbett Developing Growth	Lord Abbett Developing Growth (R3 Class)
Lord Abbett Growth Opportunity	Lord Abbett Growth Opportunity (R3 Class)
Lord Abbett Small-Cap Blend	Lord Abbett Small-Cap Blend (P Class)
Marshall Mid-Cap Growth	Marshall Mid-Cap Growth (Investor Class)
Marshall Mid-Cap Value	Marshall Mid-Cap Value (Investor Class)
Marshall Small-Cap Growth	Marshall Small-Cap Growth (Investor Class)
Neuberger Berman Fasciano	Neuberger Berman Fasciano (Advisor Class)
Neuberger Berman Focus	Neuberger Berman Focus (Advisor Class)
Neuberger Berman Millennium	Neuberger Berman Millennium (Advisor Class)
Neuberger Berman Partners	Neuberger Berman Partners (Advisor Class)
OneAmerica Asset Director	OneAmerica Asset Director (Advisor Class)
OneAmerica Investment Grade Bond	OneAmerica Investment Grade Bond (Advisor Class)
OneAmerica Money Market	OneAmerica Money Market (Advisor Class)
OneAmerica Socially Responsive Portfolio	OneAmerica Socially Responsive Portfolio (Advisor Class)
OneAmerica Value	OneAmerica Value (Advisor Class)
Oppenheimer Global Fund	Oppenheimer Global Fund (N Class)
Oppenheimer International Bond Fund	Oppenheimer International Bond Fund (N Class)
Oppenheimer International Growth	Oppenheimer International Growth (N Class)
Oppenheimer Main Street Opportunity Fund	Oppenheimer Main Street Opportunity Fund (N Class)
Oppenheimer Main Street Small Cap Fund	Oppenheimer Main Street Small Cap Fund (N Class)
Oppenheimer Strategic Income	Oppenheimer Strategic Income (N Class)
Oppenheimer Value	Oppenheimer Value (N Class)
PIMCO High Yield	PIMCO High Yield (R Class)
PIMCO Total Return	PIMCO Total Return (R Class)
Pioneer Bond Fund	Pioneer Bond Fund (R Class)
Pioneer Emerging Markets	Pioneer Emerging Markets (A Class)
Pioneer Equity Income	Pioneer Equity Income (R Class)
Pioneer High Yield Fund	Pioneer High Yield Fund (R Class)
Pioneer Mid-Cap Value Fund	Pioneer Mid-Cap Value Fund (R Class)
Pioneer Oak Ridge Large Cap Growth Fund	Pioneer Oak Ridge Large Cap Growth Fund (R Class)
Pioneer Fund	Pioneer Fund (R Class)
Pioneer Small Cap Value Fund	Pioneer Small Cap Value Fund (R Class)
Russell 2010 Strategy Fund	Russell 2010 Strategy Fund (R3 Class)
Russell 2020 Strategy Fund	Russell 2020 Strategy Fund (R3 Class)
Russell 2030 Strategy Fund	Russell 2030 Strategy Fund (R3 Class)
Russell 2040 Strategy Fund	Russell 2040 Strategy Fund (R3 Class)
Russell LifePoints® Balanced	Russell LifePoints® Balanced (R3 Class)

Russell LifePoints® Conservative	Russell LifePoints® Conservative (R3 Class)
Russell LifePoints® Equity Growth Strategy	Russell LifePoints® Equity Growth Strategy (R3 Class)
Russell LifePoints® Growth Strategy	Russell LifePoints® Growth Strategy (R3 Class)
Russell LifePoints® Moderate	Russell LifePoints® Moderate (R3 Class)
T. Rowe Price Blue Chip Growth	T. Rowe Price Blue Chip Growth (R Class)
T. Rowe Price Equity Income	T. Rowe Price Equity Income (R Class)
T. Rowe Price Growth Stock	T. Rowe Price Growth Stock (R Class)
T. Rowe Price International Stock	T. Rowe Price International Stock (R Class)
T. Rowe Price International Growth & Income	T. Rowe Price International Growth & Income (R Class)
Templeton Foreign	Templeton Foreign (R Class)
Templeton Growth	Templeton Growth (R Class)
Thornburg Core Growth	Thornburg Core Growth (R3 Class)
Thornburg International Value	Thornburg International Value (R3 Class)
Thornburg Limited-Term Income	Thornburg Limited-Term Income (R3 Class)
Thornburg Value	Thornburg Value (R3 Class)
Timothy Conservative Growth	Timothy Conservative Growth (A Class)
Timothy Strategic Growth	Timothy Strategic Growth (A Class)]

SERFF Tracking Number: AULD-125591634 *State:* Arkansas
Filing Company: American United Life Insurance Company *State Tracking Number:* 38581
Company Tracking Number: GBREG-KUPORTVA
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity
Project Name/Number: Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity/GBreg-KuportVA

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AULD-125591634 State: Arkansas
Filing Company: American United Life Insurance Company State Tracking Number: 38581
Company Tracking Number: GBREG-KUORTVA
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity
Project Name/Number: Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity/GBreg-KuportVA

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 04/02/2008
Comments:
Attachment:
2007 Transmittal Document.pdf

Review Status:
Satisfied -Name: Application 04/02/2008
Comments:
This application was previously approved March 30, 2000.
Attachment:
App 12503_Reference for filing(previously approved).pdf

Review Status:
Satisfied -Name: Life & Annuity - Acturial Memo 04/02/2008
Comments:
Attachment:
Actuarial Memorandum-FormGBregKuportVA.pdf

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	ARKANSAS
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2.	Department Use Only
	State Tracking ID

3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
	American United Life Insurance Company P.O. Box 368 Indianapolis, IN 46206-0368	IN			60895	35-0145825	

4.	Contact Name & Address	Telephone #	Fax #	E-mail Address
	Nelvia Washington (same address as above)	1-877-285-7660 x 1550	317-295-5510	productcompliance.corporatecompliance@oneamerica.com

5.	Requested Filing Mode	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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6.	Company Tracking Number	GBregKuportVA
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7.	<input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Resubmission	Previous file # _____
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8.	Market	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise <input type="checkbox"/> Small <input type="checkbox"/> Large <input checked="" type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____
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9.	Type of Insurance	A02.1G Group Annuities – Deferred Non-Variable and Variable
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10.	Product Coding Matrix Filing Code	A02.1G.002 Flexible Premiums
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11.	Submitted Documents	<p><u>FORMS</u></p> <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input type="checkbox"/> Application/Enrollment <input type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other
		<p><u>Rates</u></p> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate
		<input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____
		<p><u>SUPPORTING DOCUMENTATION</u></p> <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreements <input type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input checked="" type="checkbox"/> Actuarial Memorandum

		<input type="checkbox"/> Other _____
12.	Filing Submission Date	
13	Filing Fee (If required)	Amount <u> \$50.00 </u> Check Date <u> 4/2/08 </u>
		Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check Number <u> EFT </u>
14.	Date of Domiciliary Approval	Pursuant to Indiana Regulations IC §27-1-12.5-1 and Bulletin 93, this type of group annuity form is exempt from filing in the state of Indiana.
15.	Filing Description:	

April 2, 2008

Arkansas Department of Insurance/Policy Forms Filings
Policy Form Filing
1200 West Third Street
Little Rock, AR 72201-1904

**Re: American United Life Insurance Company (AUL)
AUL's NAIC #60895 and FEIN #35-0145825
Form GBregKuportVA, Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity**

Dear Sir or Madam:

The form listed below is being submitted for filing and approval. We are submitting the form in "John Doe" fashion, with any variable information displayed in bold-face type within brackets. Pursuant to Indiana Regulations IC §27-1-12.5-1 and Bulletin 93, this type of group annuity form is exempt from filing in the state of Indiana.

Form GBregKuportVA is an **unallocated group annuity contract** used to fund the following employer provided benefit programs:

- (1) employer-provided Health Reimbursement Arrangements (HRAs) which reimburse medical care expenses, as defined under Internal Revenue Code §213(d), using a Voluntary Employees' Beneficiary Association (VEBA) as described in Internal Revenue Code §501(c)(9),
- (2) employer-provided post-employment benefit programs (OPEBs) for former employees, where benefits may include certain health care benefits, using a VEBA or a Grantor Integral Trust,
- (3) employer-provided Health Savings Accounts (HSAs) established under Internal Revenue Code §223 to reimburse "qualified medical expenses", and
- (4) employer-provided deferred compensation plans that meet the requirements of Internal Revenue Code §457.

The target market consists of plan sponsors in your state eligible to provide such plans and programs for their current employees, former employees, and/or retirees.

Record keeping is done at the contract level, not at the participant level. The contractholder directs contributions either into multiple Investment Accounts that are available in AUL's Separate Account, or into a Fixed Interest Account (FIA) that is part of AUL's general account.

The application to be used with this contract will be Form P-12503, which was approved by your office on March 30, 2000. Also, the Prospectus, dated May 1, 2007, has been filed with the Securities and Exchange Commission (SEC).

American United Life has reviewed the form and believes, to the best of its knowledge, that the form is both consistent with the laws and regulations of your state and in compliance with those laws and regulations. The form contains no unusual or possibly controversial items deviating from normal company or industry standards.

If there are any questions, please let me know. We look forward to receiving your response. Thank you for your assistance with this filing.

Sincerely,



Nelvia Washington, FLMI, ACS, AIRC, CCP
Senior Contract Analyst
Corporate Compliance & Market Conduct

E-mail: productcompliance.corporatecompliance@oneamerica.com /Tele: (317) 285-7660 (x1550) /Fax: (317) 285-5510

I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of ARKANSAS.

Print Name Jay B. Williams Title Vice President & Director of Compliance

Signature Jay B. Williams Date: 4/2/08

17.	Form Filing Attachment	
This filing transmittal is part of company tracking number		GBregKuportVA
This filing corresponds to rate filing company tracking number		

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity	GBregKuportVA	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
	Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity			
02			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

LH FFA-1

18.		Rate Filing Attachment		
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate indication (when applicable)				
Overall percentage rate impact for this filing		%		
	Document Name	Affected Form Numbers		Previous State Filing Number
	Description			
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	

LH RFA-1

APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY
FOR A MULTIPLE-FUND GROUP VARIABLE ANNUITY CONTRACT

SAMPLE

ABC COMPANY (hereinafter called the Applicant)

hereby applies for Group Annuity Contract Number **GA XX,XXX**.

This application is made a part of the contract identified above, which is hereby approved and its provisions and conditions accepted.

One executed copy of this application shall be attached to such contract, and a second executed copy shall be returned to the American United Life Insurance Company at its Home Office.

It is agreed that this application supersedes any previous application for such contract.

Dated at _____ on _____, _____.

Signature of Applicant _____

By _____

Title _____

Soliciting Agent _____

Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

AMERICAN UNITED LIFE INSURANCE COMPANY (AUL)
Actuarial Memorandum for GBreg-KuportVA
Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity

I. Description

General

Policy form GBreg-KuportVA is an unallocated group annuity contract used to fund the following employer-provided benefit programs:

- (1) employer-provided Health Reimbursement Arrangements (HRAs) which reimburse medical care expenses, as defined under Internal Revenue Code §213(d), using a Voluntary Employees' Beneficiary Association (VEBA) as described in Internal Revenue Code §501(c)(9),
- (2) employer-provided post-employment non-pension benefit programs (OPEBs) for former employees using a VEBA or a Grantor Integral Trust,
- (3) employer-provided Health Savings Accounts (HSAs) established under Internal Revenue Code §223 to reimburse "qualified medical expenses", and
- (4) employer-provided deferred compensation plans that meet the requirements of Internal Revenue Code §457.

The target market consists of plan sponsors eligible to provide such plans and programs for their current employees, former employees, and/or retirees.

Recordkeeping is done at the contract-level, not at the participant-level. The contractholder directs contributions either into multiple Investment Accounts that are available in AUL's Separate Account, or into a Fixed Interest Account (FIA) that is part of AUL's general account.

Contributions and Interest

All Contributions and transfers into the FIA will be credited interest based on a portfolio rate of interest for the plan. The rate will be established by AUL based on the investment returns on existing assets, on the level of product expenses, on lapse experience, and on current market conditions. All monies in the FIA will earn interest at a Guaranteed Rate until that Guaranteed Rate is changed. We may declare a new Guaranteed Rate for the FIA that becomes effective on January 1 of each calendar year. However, we may declare an increase in the Guaranteed Rate at any time. Such declaration will be at least 30 days in advance of the effective date of the new rate. For new contracts, the company may credit additional interest for up to two years after the contract is issued.

All contributions and transfers into the Separate Account will purchase units in each applicable Investment Account at the unit value on the transaction date.

Minimum Declared Interest Rate for the Fixed Interest Account

For 2008, 2009, 2010, and 2011, the minimum declared interest rate will be 3%. Thereafter, the minimum declared interest rate will be redetermined each calendar year. It will be equal to the average 5-year Constant Maturity Treasury Rate for the month of October of the calendar year immediately preceding the calendar year in which the interest rate is effective, rounded to the nearest 0.05%, reduced

AMERICAN UNITED LIFE INSURANCE COMPANY (AUL)
Actuarial Memorandum for GBreg-KuportVA
Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity

by 1.25%, and subject to a minimum interest rate of 1% and a maximum of 3%.

For example, had the formula been applicable in 2008, the minimum interest rate would have been 2.95%, which is the October 2007 average 5-year CMT rate (4.198%), rounded to 4.20%, and then reduced by 1.25%.

The minimum interest rate guarantee provision described above is based on the Standard Nonforfeiture Law for Individual Deferred Annuities (SNFLIDA) model regulation that was adopted by the NAIC on March 9, 2003.

Account Values and Transfers

Transfers of Account Value are permitted between and among the FIA and the Investment Accounts, subject to certain minimum requirements. Transfers from the FIA to the Investment Accounts in any contract year will be limited to a maximum of 20% of the FIA at the preceding contract anniversary. Transfers to the FIA from an Investment Account are subject to our approval.

A contract's Account Value is defined as the sum of the FIA account balance and the value of the accumulation units in each Investment Account.

Fees and Charges

Contract charges are outlined in Section 7 of the contract. Current charges are zero, other than the IOC (Investment Option Charge). However, we reserve the right to deduct charges, if any, for which the contractholder is responsible but which remain unpaid 60 days after the payment due date. Should AUL assume responsibility for participant recordkeeping, additional charges to cover the cost of such function would be assessed, but would not exceed \$40 per participant per year. Upon contract termination, we may assess a charge of up to \$100 for each participant for whom an individual check is prepared. We also reserve the right to charge a service fee of up to \$5 for non-electronic transfers between investment options.

The IOC is described in Section 7.1 of the contract. There are two types of charges which will be deducted daily from Investment Account unit values. These are denoted as "x" and "y." The sum of the two constitutes the IOC.

"x" is for the investment advisory fee and other expenses incurred by a mutual fund.

"y" is an asset charge to cover AUL's expenses, mortality, and reasonable profit margins. This rate is set when the contract is issued, will generally be 1.25%, but is filed in bold because it could be higher or lower depending on the expected account size and the level of commissions payable. The charge would never exceed 1.50%.

The "y" charges are reflected in our reserve calculations, while the "x" charge is not.

Based on account size and commission option, we may reduce the effect of the IOC with a Variable Investment Plus (VIP) credit factor, which would be applied monthly by multiplying the month-end

AMERICAN UNITED LIFE INSURANCE COMPANY (AUL)
Actuarial Memorandum for GBreg-KuportVA
Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity

Account Value in all Investment Accounts by the monthly equivalent of the corresponding annual VIP credit factor in the table in the contract. If applicable, such a scale would be set when the contract is issued. The filed contract shows a sample of a VIP scale, although contracts will be initially issued with no VIP scale.

Benefits

Contract Termination: The withdrawal charge scale varies by commission option. Currently, this product will be sold without a withdrawal charge. As new commission options are developed, withdrawal charge scales may be developed, but the withdrawal charge percentage would never exceed 8%, and the withdrawal charge period would never exceed 10 years.

On case termination, while the Withdrawal Value of money in the Investment Accounts will be payable in a lump sum, money in the FIA will be payable in 6 equal annual installments over 5 years, with some possible additional payments under some circumstances described in section 9.2(a) of the contract.

Participant Termination: Benefit-responsive withdrawals are not subject to a withdrawal charge. These are withdrawals to pay most plan benefits. Additionally, any participant may, if the plan allows, request an annuity. The rates for such annuity are guaranteed to not be more than those shown in the contract. While death is considered a benefit-responsive event, there are no guaranteed minimum death benefits in this contract.

II. Standard Nonforfeiture Law for Annuities

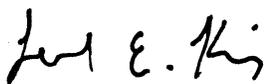
This policy form is issued to groups for a purpose other than to fund IRC §408 individual retirement annuities. We therefore believe that the Standard Nonforfeiture Law for Individual Deferred Annuities is not applicable.

III. Reserves

Reserves will equal the full Account Value. This basis is higher than the Commissioners Annuity Reserve Valuation Method (CARVM) as defined in the Standard Valuation Law and clarified in Actuarial Guideline XXXIII under the condition that the valuation rate does not exceed the guaranteed rate. For 2007, the valuation rate (Type A, Issue Year) is 5.50% and the guarantee is 3.00%.

IV. Certification

I certify that nonforfeiture and reserve calculations will be made according to formulas that, to the best of my knowledge, satisfy the legal minimum requirements of the state in which this contract has been filed.



Leonard E. Kingsley, FSA, MAAA

AMERICAN UNITED LIFE INSURANCE COMPANY (AUL)
Actuarial Memorandum for GBreg-KuportVA
Guaranteed Benefit Unallocated Multiple-Fund Group Variable Annuity

Assistant Vice President and Associate Actuary