

SERFF Tracking Number: AAAL-125719771 State: Arkansas
Filing Company: AAA Life Insurance Company State Tracking Number: 39512
Company Tracking Number: UL-4501 ET AL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life Insurance
Project Name/Number: Lifetime UL-08/Lifetime UL-08

Filing at a Glance

Company: AAA Life Insurance Company
Product Name: Flexible Premium Adjustable Life Insurance SERFF Tr Num: AAAL-125719771 State: ArkansasLH
TOI: L09I Individual Life - Flexible Premium Adjustable Life SERFF Status: Closed State Tr Num: 39512
Sub-TOI: L09I.001 Single Life Co Tr Num: UL-4501 ET AL State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Linda Bird
Author: Barbara Hassell Disposition Date: 07/10/2008
Date Submitted: 07/02/2008 Disposition Status: Approved
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: Lifetime UL-08 Status of Filing in Domicile: Not Filed
Project Number: Lifetime UL-08 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: We are exempt from filing in our domiciliary state of Michigan
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:
Filing Status Changed: 07/10/2008
State Status Changed: 07/10/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Please refer to our cover letter for a detailed filing description

Company and Contact

SERFF Tracking Number: AAAL-125719771 State: Arkansas
 Filing Company: AAA Life Insurance Company State Tracking Number: 39512
 Company Tracking Number: UL-4501 ET AL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life Insurance
 Project Name/Number: Lifetime UL-08/Lifetime UL-08

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/10/2008	07/10/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	07/08/2008	07/08/2008	Barbara Hassell	07/09/2008	07/09/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Disability Waiver of Premium Rider	Form	Barbara Hassell	07/03/2008	07/03/2008
Accelerated Death Benefit Endorsement	Form	Barbara Hassell	07/03/2008	07/03/2008
AR Cover Letter	Supporting Document	Barbara Hassell	07/02/2008	07/02/2008

SERFF Tracking Number: AAAL-125719771 *State:* Arkansas
Filing Company: AAA Life Insurance Company *State Tracking Number:* 39512
Company Tracking Number: UL-4501 ET AL
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life Insurance
Project Name/Number: Lifetime UL-08/Lifetime UL-08

Disposition

Disposition Date: 07/10/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AAAL-125719771 State: Arkansas
 Filing Company: AAA Life Insurance Company State Tracking Number: 39512
 Company Tracking Number: UL-4501 ET AL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life Insurance
 Project Name/Number: Lifetime UL-08/Lifetime UL-08

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document (revised)	AR Cover Letter		Yes
Supporting Document	AR Cover Letter		No
Supporting Document (revised)	Actuarial Memos		No
Supporting Document	Actuarial Memos		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Arkansas Certifications		Yes
Supporting Document	Sample Schedule Pages for Flat Extra and Table Rating		Yes
Supporting Document	Accelerated Death Benefit Support Documents		Yes
Form	Flexible Premium Adjustable Life Insurance Policy		Yes
Form (revised)	Accelerated Death Benefit Endorsement		Yes
Form	Accelerated Death Benefit Endorsement		No
Form (revised)	Disability Waiver of Premium Rider		Yes
Form	Disability Waiver of Premium Rider		No

SERFF Tracking Number: AAAL-125719771 State: Arkansas
Filing Company: AAA Life Insurance Company State Tracking Number: 39512
Company Tracking Number: UL-4501 ET AL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life Insurance
Project Name/Number: Lifetime UL-08/Lifetime UL-08

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/08/2008
Submitted Date 07/08/2008

Respond By Date

Dear Barbara Hassell,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/09/2008
Submitted Date 07/09/2008

Dear Linda Bird,

Comments:

Response 1

Comments: Attached is a revised Actuarial Memo with the required certification regarding Arkansas Regulation 34.

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34.

SERFF Tracking Number: AAAL-125719771 *State:* Arkansas
Filing Company: AAA Life Insurance Company *State Tracking Number:* 39512
Company Tracking Number: UL-4501 ET AL
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life Insurance
Project Name/Number: Lifetime UL-08/Lifetime UL-08

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Actuarial Memos

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Barbara Hassell

SERFF Tracking Number: AAAL-125719771 State: Arkansas
 Filing Company: AAA Life Insurance Company State Tracking Number: 39512
 Company Tracking Number: UL-4501 ET AL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life Insurance
 Project Name/Number: Lifetime UL-08/Lifetime UL-08

Amendment Letter

Amendment Date:
 Submitted Date: 07/03/2008

Comments:

Attached is a correction to the Disability Waiver of Premium Rider...a drafting note was mistakenly included in Exclusion #3.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
UL-4503DWP	Policy/Contr	Disability Waiver of Certificate: Premium Amendment, Rider Insert Page, Endorsement or Rider	Initial				53	UL-4503DWP.pdf

SERFF Tracking Number: AAAL-125719771 State: Arkansas
 Filing Company: AAA Life Insurance Company State Tracking Number: 39512
 Company Tracking Number: UL-4501 ET AL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life Insurance
 Project Name/Number: Lifetime UL-08/Lifetime UL-08

Amendment Letter

Amendment Date:
 Submitted Date: 07/03/2008

Comments:

Attached is a corrected Accelerated Death Benefit Endorsement, which was submitted with an incorrect form number.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
UL-4502XDB	Policy/Contract/Fraternal Death Certificate: Amendment, Endorsement Insert Page, Endorsement or Rider	Accelerated Benefit	Initial				50	UL-4502XDB.pdf

SERFF Tracking Number: AAAL-125719771 State: Arkansas
Filing Company: AAA Life Insurance Company State Tracking Number: 39512
Company Tracking Number: UL-4501 ET AL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life Insurance
Project Name/Number: Lifetime UL-08/Lifetime UL-08

Amendment Letter

Amendment Date:

Submitted Date: 07/02/2008

Comments:

Attached is a corrected cover letter. Our original cover letter mistakenly included our DOI# for another state.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: AR Cover Letter

Comment:

AR cover letter.pdf

SERFF Tracking Number: AAAL-125719771 State: Arkansas
 Filing Company: AAA Life Insurance Company State Tracking Number: 39512
 Company Tracking Number: UL-4501 ET AL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life Insurance
 Project Name/Number: Lifetime UL-08/Lifetime UL-08

Form Schedule

Lead Form Number: UL-4501

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	UL-4501AR	Policy/Cont	Flexible Premium ract/Fratern Adjustable Life Insurance Policy Certificate	Initial		54	UL-4501AR.pdf
	UL-4502XDB	Policy/Cont	Accelerated Death ract/Fratern Benefit Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	UL-4502XDB.pdf
	UL-4503DWP	Policy/Cont	Disability Waiver of ract/Fratern Premium Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		53	UL-4503DWP.pdf



Livonia, Michigan

Our Home Office:
17900 N. Laurel Park Drive, Livonia, MI 48152-3985
(800) 624-1662

This is a legal contract between You and Us. Please Read It Carefully.

This Policy is issued in return for Your Application and payment of the Initial Premium.

If the insured dies while this Policy is in force, **We agree** to pay the Death Benefit to the Beneficiary according to the provisions of this Policy.

31 DAY RIGHT TO EXAMINE: We want you to be satisfied with this Policy. If You are not satisfied, You may return it within 31 days after You receive it. Mail or deliver it within 31 days

- to Our Home Office; or
- to the agent from whom You bought the Policy; or
- to any of Our agents

with a written request that the Policy be cancelled. We will void it as though it were never issued and refund all premiums, fees and charges, You have paid.

As evidence of this agreement, this Policy has been signed by Officers of AAA Life Insurance Company at our Home Office.

A handwritten signature in black ink, appearing to read 'Harold W. Huffstetler, Jr.'.

Harold W. Huffstetler, Jr., President

A handwritten signature in black ink, appearing to read 'Robert J. Dotson'.

Robert J. Dotson, Secretary

TOLL FREE INFORMATION AND COMPLAINT NUMBER: (800) 624-1662

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Adjustable Death Benefit

Flexible Premiums Payable During the Insured's Lifetime - LTUL

The Benefits, Values, Periods of Coverage and Premiums shown are on an indeterminate basis

Any additional benefits are shown on the Schedule of Benefits and Premiums Page

Non-participating

This Policy does not participate in Our earnings or surplus.

TABLE OF CONTENTS

PROVISION	PAGE	PROVISION	PAGE
Accumulation Values and Cost of Insurance	12	General Provisions (Continued)	
Basis of Computation	13	Protection Against Creditors (Owner's Rights)	7
Cost of Insurance	13	Statements	6
Cost of Insurance Rate	13	Suicide	6
Illustrative Report	13	Termination	7
Interest Rates	12		
Monthly Deduction	12	Loans	14
Net Premium	12	Deposits Not Designated as Premium	15
Periodic Report	13	Loan Interest	15
Agreement	Cover	Loan Repayment	15
		Loan Value	15
Beneficiary	8	Obtaining a Loan	14
		Policy Expiration	14
Changes in Existing Coverage	12	Ownership Provisions	8
Changes in Specified Amount	12	Assignment	8
Consideration	Cover	Change of Beneficiary	8
		Change of Ownership	8
Death Benefit	11	Effective Date of Elections, Designations, Changes & Requests	8
Amount of Death Benefit	11	Policy Owner	8
Basis of Payment Option Values	11		
Interest on Proceeds	11	Premiums	9
Legal Actions	11	Grace Period	9
Method of Payment	11	Lapse	9
Minimum Death Benefit	11	Coverage Protection Guarantee	9
		Payment	9
Definitions	4	Premium Limits	9
		Reinstatement	10
		Restoring the Coverage Protection Guarantee (Catch Up Feature)	10
General Provisions	6	Unscheduled Premiums	9
Clerical Errors	7	Schedule of Benefits and Premiums	3
Conformity with IIPRC Standards	7		
Entire Contract	6	Surrender	14
Incontestability	7	Partial Surrender	14
Maturity (Changes at Insured's Age 100)	7	Surrender Charge	14
Protection Against Creditors (Beneficiary's Rights)	7		
		Thirty-One Day Right to Examine Policy	Cover

The Application, and any endorsements, riders, or related material follow the last page.

SCHEDULE OF BENEFITS AND PREMIUMS

INSURED:	[JOHN DOE]	POLICY NUMBER:	[XX-XXXXXXX-X]
OWNER:	[JOHN DOE]	PAYOR:	[JOHN DOE]
ISSUE DATE:	[10/15/2008]	POLICY EFFECTIVE DATE:	[10/15/2008]
ISSUE AGE:	[35]	PREMIUM CLASS:	[STANDARD Non-Nicotine]
GENDER:	[MALE]	SPECIFIED AMOUNT:	[\$100,000]
PLANNED PERIODIC PREMIUM:	[\$1300.00]	PAYABLE:	[ANNUALLY]
ISSUE STATE:	[MI]	[STATE] DEPARTMENT OF INSURANCE	TELEPHONE NUMBER: 800-XXX-XXXX

MINIMUM GUARANTEED INTEREST RATE: 3.00%

EXPENSE CHARGES

10% OF PREMIUMS

A \$12.50 ADMINISTRATIVE FEE IS DEDUCTED ON EACH MONTHLY DUE DATE IN YEARS 1 – 5
A \$ 7.50 ADMINISTRATIVE FEE IS DEDUCTED ON EACH MONTHLY DUE DATE IN YEARS 6 & AFTER

<u>ADDITIONAL RIDERS AND ENDORSEMENTS</u>	<u>AMOUNT</u>	<u>INITIAL MONTHLY COST OF INSURANCE</u>	<u>EXPIRY DATE</u>
[ACCELERATED DEATH BENEFIT ENDORSEMENT	N/A	NO COST	N/A]
[AVIATION EXCLUSION ENDORSEMENT	N/A	NO COST	N/A]
[ACCIDENTAL DEATH BENEFIT RIDER	\$100,000	\$10.83	10/15/2038]
[CHILD TERM INSURANCE RIDER	\$20,000	\$13.33	10/15/2073]
[DISABILITY WAIVER OF PREMIUM RIDER:	N/A	\$6.68	10/15/2038]

***Note:** This Policy provides life insurance coverage until the death of the Insured if sufficient premiums are paid. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited, any loans or surrenders, and the cost of any additional benefits provided by Rider. Additional premium may be needed to keep this Policy in force.

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

INSURED: JOHN DOE

TABLE OF MONTHLY COST OF INSURANCE RATES
PER \$1,000

Attained Age	Current	Maximum		Attained Age	Current	Maximum
35	0.09333	0.09333		68	1.46275	1.75917
36	0.09750	0.09750		69	1.56133	1.91917
37	0.10333	0.10333		70	1.71483	2.10583
38	0.11083	0.11083		71	1.90433	2.33250
39	0.11750	0.11750		72	2.12683	2.59750
40	0.12667	0.12667		73	2.35983	2.87667
41	0.13750	0.13750		74	2.60933	3.17667
42	0.15083	0.15083		75	2.88142	3.50333
43	0.16667	0.16667		76	3.18833	3.87167
44	0.18417	0.18417		77	3.54717	4.30000
45	0.20333	0.20333		78	3.96442	4.79750
46	0.22250	0.22250		79	4.43275	5.35500
47	0.23833	0.23833		80	4.95525	5.97667
48	0.25083	0.25083		81	5.52258	6.65250
49	0.26667	0.26667		82	6.12117	7.36833
50	0.28750	0.28750		83	6.77392	8.15000
51	0.31417	0.31417		84	7.49958	9.01917
52	0.34667	0.34667		85	8.30675	9.98583
53	0.38417	0.38417		86	9.19400	11.04917
54	0.43167	0.43167		87	10.15192	12.19833
55	0.48500	0.48500		88	11.16775	13.42000
56	0.54000	0.54000		89	12.23000	14.70167
57	0.59333	0.59333		90	13.27883	15.97833
58	0.64667	0.64667		91	14.30200	17.23500
59	0.70917	0.70917		92	15.36833	18.55167
60	0.78500	0.78500		93	16.48833	19.94000
61	0.87750	0.87750		94	17.66283	21.40250
62	0.98500	0.98500		95	18.81142	22.85083
63	1.10250	1.10250		96	19.91575	24.26500
64	1.20133	1.22500		97	21.08358	25.77167
65	1.27517	1.35250		98	22.31908	27.37833
66	1.34167	1.48167		99	23.62567	29.09250
67	1.40400	1.61667				

THE ACTUAL COST OF INSURANCE MAY VARY BASED ON FUTURE EXPERIENCE BUT IT WILL NEVER EXCEED THE MAXIMUM COST OF INSURANCE.

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

INSURED: JOHN DOE

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	2490.00
2	2358.95
3	2227.89
4	2096.84
5	1965.79
6	1834.74
7	1703.68
8	1572.63
9	1441.58
10	1310.53
11	1179.47
12	1048.42
13	917.37
14	786.32
15	655.26
16	524.21
17	393.16
18	262.11
19	131.05
20	0.00

SCHEDULE PAGE (cont'd)

TABLE OF DEATH BENEFIT ACCUMULATION VALUE PERCENTAGES

Attained Age	Accumulation Value %	Attained Age	Accumulation Value %
35	3.96	70	1.51
36	3.83	71	1.48
37	3.70	72	1.45
38	3.58	73	1.42
39	3.46	74	1.40
40	3.35	75	1.37
41	3.25	76	1.35
42	3.14	77	1.33
43	3.04	78	1.31
44	2.95	79	1.29
45	2.86	80	1.27
46	2.77	81	1.25
47	2.69	82	1.24
48	2.61	83	1.22
49	2.54	84	1.21
50	2.46	85	1.19
51	2.39	86	1.18
52	2.32	87	1.17
53	2.26	88	1.16
54	2.19	89	1.15
55	2.13	90	1.14
56	2.08	91	1.13
57	2.02	92	1.12
58	1.97	93	1.11
59	1.92	94	1.11
60	1.87	95	1.10
61	1.83	96	1.09
62	1.79	97	1.08
63	1.74	98	1.07
64	1.71	99	1.05
65	1.67	100+	1.00
66	1.64		
67	1.60		
68	1.57		
69	1.54		

SCHEDULE PAGE (cont'd)

**COVERAGE PROTECTION GUARANTEE YEARLY RENEWABLE TERM (YRT) RATES AND
YRT ACCUMULATION FACTORS PER \$1,000 OF SPECIFIED AMOUNT**

<u>Attained Age</u>	<u>Monthly YRT Rates</u>	<u>YRT Accumula- tion Factor</u>	<u>Attained Age</u>	<u>Monthly YRT Rates</u>	<u>YRT Accumu- lation Factor</u>
35	0.74351	1.00337	68	1.59746	1.00506
36	0.04992	1.00337	69	1.74313	1.00522
37	0.06018	1.00338	70	1.91204	1.00542
38	0.07044	1.00339	71	2.11855	1.00565
39	0.08069	1.00339	72	2.35996	1.00592
40	0.09027	1.00340	73	2.61366	1.00622
41	0.10052	1.00341	74	2.88652	1.00653
42	0.11215	1.00343	75	3.17578	1.00687
43	0.12446	1.00344	76	3.49309	1.00726
44	0.13882	1.00346	77	3.86168	1.00771
45	0.15660	1.00348	78	4.28771	1.00824
46	0.17643	1.00350	79	4.76367	1.00884
47	0.19969	1.00351	80	5.29023	1.00952
48	0.22362	1.00353	81	5.85987	1.01025
49	0.24687	1.00354	82	6.45825	1.01104
50	0.26807	1.00356	83	7.10721	1.01192
51	0.29132	1.00359	84	7.82525	1.01290
52	0.31867	1.00362	85	8.62057	1.01400
53	0.35150	1.00366	86	9.48905	1.01524
54	0.38569	1.00371	87	10.42113	1.01659
55	0.42672	1.00376	88	11.40518	1.01806
56	0.47118	1.00382	89	12.42822	1.01963
57	0.51767	1.00387	90	13.43553	1.02123
58	0.56690	1.00393	91	14.41480	1.02283
59	0.62367	1.00399	92	15.43235	1.02455
60	0.71120	1.00407	93	16.49916	1.02640
61	0.79531	1.00416	94	17.61520	1.02840
62	0.89379	1.00427	95	18.75174	1.03043
63	0.99978	1.00439	96	19.91224	1.03246
64	1.11193	1.00451	97	21.14863	1.03469
65	1.22818	1.00464	98	22.46708	1.03713
66	1.34581	1.00477	99	23.87376	1.03983
67	1.46890	1.00491			

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

EFFECTIVE DATE OF RIDER: 10/15/2008

DISABILITY WAIVER OF PREMIUM RIDER

Premium Waiver Limit \$1,273.22

TABLE OF MONTHLY COST OF INSURANCE

ATTAINED AGE	COST	ATTAINED AGE	COST
35	6.68441	50	11.67543
36	6.68441	51	13.36881
37	6.68441	52	13.90356
38	6.68441	53	15.38050
39	6.68441	54	17.08661
40	6.68441	55	19.31475
41	6.68441	56	22.17949
42	6.68441	57	23.87288
43	6.68441	58	25.88456
44	6.68441	59	27.79439
45	9.12899	60	23.33812
46	9.12899	61	18.88185
47	9.76560	62	14.42558
48	10.18576	63	9.96931
49	10.72051	64	5.51304

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

EFFECTIVE DATE OF RIDER: 10/15/2008

ACCIDENTAL DEATH BENEFIT RIDER

Table of Monthly Cost of Insurance Per \$1,000

ATTAINED AGE	COST	ATTAINED AGE	COST
35	0.10833	51	0.12167
36	0.10917	52	0.12250
37	0.11000	53	0.12333
38	0.11083	54	0.12417
39	0.11167	55	0.12500
40	0.11250	56	0.12500
41	0.11333	57	0.12500
42	0.11417	58	0.12500
43	0.11500	59	0.12500
44	0.11583	60	0.12500
45	0.11667	61	0.12500
46	0.11750	62	0.12500
47	0.11833	63	0.12500
48	0.11917	64	0.12500
49	0.12000		
50	0.12083		

3ADB

Definitions

As used in this Policy, the following terms mean:

Absolute Assignment – The rights and privileges of the Owner are transferred to another person or entity but actual ownership does not transfer.

Age - The Insured's age as of his or her last birthday.

Accumulation Value – The value built up within the Policy, consisting of premiums, reduced by the cost of insurance, partial surrenders and expenses, accumulated at no less than the guaranteed minimum interest rate.

Application – The document and any supplemental document used to provide Evidence of Insurability to apply for insurance coverage or any reinstated coverage and is a part of this Policy.

Attained Age – On any given date, the Insured's Age at the most recent Policy Anniversary.

Base Policy – This Policy without any additional benefits provided by Riders or Endorsements

Beneficiary - A person or entity named in the Application or in the most recent change on record with Us to receive the Death Benefit.

Cash Surrender Value – The Accumulation Value less any Surrender Charges.

Contingent Beneficiary – A person or entity named in the Application or in the most recent change on record with Us to receive the Death Benefit if no primary Beneficiary is alive at the Insured's death.

Contingent Owner – A person or entity named in the Application or in the most recent change on record with Us to become the Owner of this Policy if the Owner dies before the Insured.

Death Benefit - The benefit amount payable upon the death of the Insured while this Policy is in force.

Debt, Indebtedness - The amount of all unpaid Policy loans, plus any unpaid interest due and accrued, at any given date.

Endorsement – A form attached to this Policy that provides additional benefits without additional charges incurred.

Evidence of Insurability - Proof satisfactory to Us that an Insured is an acceptable risk for insurance coverage.

Grace Period - The time period in which an additional Premium is required to keep the Policy in force. During this period the coverage will remain in force.

Home Office –Our office located at 17900 N. Laurel Park Drive, Livonia, MI 48152-3985

Initial Premium – The first premium due in consideration for this Policy. The Initial Premium must be paid before the Policy becomes effective

Insured - The person whose life is insured under this Policy as named on the Schedule of Benefits and Premiums ("Schedule Page").

Irrevocable Beneficiary – A Beneficiary that cannot be changed by the Owner unless the Irrevocable Beneficiary consents in writing.

Issue Age – The Insured's Age on the Policy Effective Date. The Issue Age is shown on the Schedule Page.

Issue Date - The date shown on the Schedule Page. We will use this date to measure the applicable time periods of the Suicide and Incontestability Provisions of this Policy.

Monthly Due Date or Monthiversary – The same day each month, based on the Effective Date, when the costs, charges and fees to keep this Policy in force are deducted from the Accumulation Value.

Net Cash Surrender Value – The Cash Surrender Value reduced by Indebtedness.

Owner - The person(s) or entity(ies) having full rights and privileges to the benefits of this Policy, while the Insured is living.

Payor - The person responsible for paying the premiums for this Policy.

Payee - The person(s) or entity(ies) to whom We will make benefit payments.

Planned Periodic Premium - The amount shown on the Schedule Page.

Policy – This document, which provides evidence of insurance coverage and benefits, on the Insured.

Policy Years, Policy Anniversaries, and Policy Months - The same month and day, measured from the Policy Effective Date, for each succeeding month or year this Policy remains in force.

Policy Effective Date – The date insurance coverage begins. It is shown on the Schedule Page. The Policy Effective Date is the date we use to determine Policy Anniversaries and Monthaversaries.

Premium Class - The mortality or morbidity classifications assigned to the Insured under this Policy. They are used to determine the costs, charges and fees for the insurance coverage. The Premium Class of the Insured is shown on the Schedule Page.

Proofs of Loss – Documents that provide satisfactory evidence that the Insured or You have incurred a loss covered by the Policy, its Riders or Endorsements.

Reinstate - To restore coverage after this Policy has lapsed.

Reinstatement Date – The date We approve a reinstatement request and receive all overdue premiums.

Rider - A form attached to this Policy that provides additional benefits for an additional charge.

Specified Amount – The amount of life insurance provided under this Policy. It is shown in the Schedule Page. This amount does not include benefits under any Riders or Endorsements.

Surrender Charge – A fee We charge against the Accumulation Value for a full surrender of this Policy. It is shown on the Table of Surrender Charges.

We, Us, Our, Ours , and the Company - AAA Life Insurance Company.

You , Your and Yours - The Owner of this Policy.

General Provisions

Entire Contract

The Entire Contract between You and Us consists of this Policy, including any attached Riders or Endorsements or amendments, and the attached Application or any additional application.

Any application for:

1. Additional benefits provided by Rider;
2. A change in coverage; or
3. Reinstatement

will be attached to this Policy on the effective date of the Rider, change or reinstatement.

Only an Officer of the Company can change the terms of this Policy and only in writing. No agent is authorized to change the contract in any way or extend the time for paying Premiums.

Statements

We consider all statements made in an Application for insurance or reinstatement to be representations and not warranties, unless they are fraudulent. No statement will be used to void coverage or reduce benefits unless:

1. it is in writing; and
2. a copy is attached to the Policy.

Misstatement of Age or Gender

If the Insured's age or gender was misstated, the Insured's correct age or gender at the date of application will be used to determine:

1. The Death Benefit; and
2. Any other rights or benefits under this Policy.

If the Insured's age or gender was misstated, we will adjust the Death Benefit to be the amount that would be purchased by the most recent Monthly Deduction at the correct Age or gender.

Suicide

If the Insured commits suicide, while sane or insane, within 2 years from the Issue Date, proceeds payable will be limited to:

1. Total Premiums paid,
2. Less any Debt and all partial withdrawals and
3. Less the cost of insurance for any other covered person insured by Rider.

The proceeds payable will be paid to the Beneficiary in one lump sum regardless of any policy settlement previously elected by You or the Beneficiary.

If the Insured commits suicide, while sane or insane, after 2 years from the Issue Date, but within 2 years from the effective date of any requested increase in the Specified Amount that required evidence of insurability, the proceeds payable with respect to the amount of the increase will be limited to the return of the premium, including all expenses, for the increase.

Incontestability

We will not contest the validity of this Policy after it has been in force during the Insured's lifetime for 2 years from:

- the Issue Date, or
- the date of a requested benefit increase that required evidence of insurability, or
- the last Reinstatement Date.

We will not use a statement made by You or the Insured on any Application to contest a claim unless:

1. The Insured dies within 2 years of:
 - a. the Issue Date, or
 - b. the effective date of the requested benefit increase, or
 - c. the last Reinstatement Date and
2. any answer, representation or acknowledgement made by You or the Insured on the application for insurance, requested benefit increase, or reinstatement was not true and/or complete; and
3. if we had known the truth, We would not have issued, increased or reinstated the Policy in its present form.

We can contest this Policy at any time for:

- nonpayment of premium; or
- fraud, where permitted by the state where this Policy is delivered or issued for delivery.

Protection Against Creditors (Beneficiary's Rights)

While the Insured is alive, the Beneficiary may not assign or borrow against the benefit amount. While the Insured is alive or upon death, a Beneficiary's creditors may not claim any of the benefit amount or interest, unless allowed by law.

Protection Against Creditors (Owner's Rights)

While the Insured is alive, the Owner may not assign or borrow against the benefit amount, except as stated in the Assignment provision. While the Insured is alive, an Owner's creditors may not claim any of the benefit amount or interest, unless allowed by law.

Clerical Errors

Clerical or system errors in this Policy, or any report concerning this Policy, will not:

- deprive You of the benefits You are entitled to under the Policy; or
- provide You with additional benefits You are not entitled to.

Conformity with State Statutes

This Policy is subject to the laws of the state where the Application was signed. If part of this Policy does not comply with those laws, it will be treated as if it did. Any provision of this Policy, which, on its Effective Date, is in conflict with the statutes of the state in which the Policyowner is located on such date is hereby amended to conform to the minimum requirements of such statutes.

Maturity (Changes at Insured's attained age 100)

The Policy does not define a maturity date. On the Policy Anniversary following the Insured's age 100, the following changes take place and the Policy continues in-force:

1. No new premiums will be accepted.
2. No new loans will be allowed.
3. Existing loans will continue as before with loan interest accruing and interest credited to loan collateral.
4. No new partial withdrawals will be allowed.
5. Cost of Insurance charges and administrative charge(s) will cease.
6. All Riders will terminate.

Termination

All coverage under this Policy will terminate when any of the following occurs:

1. the Insured dies;
2. the Policy is surrendered for its Net Cash Surrender Value;
3. the Grace Period ends without payment of the required premium;
4. the total Debt equals or exceeds the Cash Surrender Value, except as provided in the Grace Period provision.

Ownership Provisions

Policy Owner

The Insured is the Owner of this Policy, unless otherwise stated in the application or an endorsement attached to this Policy. Your rights as an Owner end at the Insured's death. While the Insured is living, You have the right as the Policy Owner to:

1. transfer ownership by Absolute Assignment; or
2. designate, change, or revoke a Contingent Owner; or
3. change any Beneficiary during the Insured's lifetime; or
4. receive any benefit, exercise any right, and use any privilege granted to You by Your Policy; or
5. agree with Us to change or amend Your Policy.

If an Irrevocable Beneficiary has been named, We will require their consent before We process any of Your requests. If the Owner dies before the Insured, the Contingent Owner becomes the new Owner. If the Owner dies before the Insured and no other arrangements have been made with Us, ownership will transfer to the Owner's estate.

Change of Ownership

If a new Owner or Contingent Owner is named, then, unless otherwise stated, any prior designation of a Contingent Owner will be void. The ownership change must be made while the Insured is living by sending satisfactory written notice to Us at our Home Office.

Assignment

Assignment of this Policy will be binding on Us only after a copy of the assignment is received at Our Home Office. We are not responsible for the validity of any assignment. If the assignment is absolute, all rights of the Owner and any revocable Beneficiary are transferred to the assignee. If the assignment is collateral, such rights are transferred only to the extent of the assignee's interest.

Change of Beneficiary

The Owner may change the Beneficiary, except for an Irrevocable Beneficiary, at any time while the Insured is living by sending satisfactory written notice to Us at Our Home Office.

Effective Date of Elections, Designations, Changes and Requests

All elections, designations, changes and requests must be in a form satisfactory to Us. They will become effective on the date the notice of change is signed, unless specified otherwise by the Owner. We will not be liable for payment made or action taken by Us before notice was received at Our Home Office and acknowledged in writing by Us.

Beneficiary

Beneficiary

The Beneficiary will receive the Death Benefit. A Beneficiary has no rights under this Policy until the death of the Insured.

The Beneficiary is defined as one of two classes, primary Beneficiary or Contingent Beneficiary.

If there is more than one primary Beneficiary, each will share equally unless otherwise specified by You. If no primary Beneficiary survives the Insured, the Death Benefit will be paid to the Contingent Beneficiary. The share of any Beneficiary who dies before the Insured, or within fifteen (15) days after, will pass equally to any surviving Beneficiaries in that class, unless otherwise stated by You. If no Beneficiary survives the Insured, the Death Benefit will be paid to the Owner or the Owner's estate.

However, we may pay a Death Benefit up to \$10,000 to any person We consider justly entitled if:

1. the Beneficiary is not competent to give a valid release;
2. the Beneficiary is a minor; or
3. the benefit is payable to the Owner's estate.

If We make payment in good faith, We will not be liable to anyone for the amount paid.

Premiums

Payment

The first premium is due and payable before the Policy becomes effective. The Planned Periodic Premium is shown in the Schedule Page. It is only an indication of Your preference as to future frequency and amount. Payment of Premiums is subject to Our current permitted methods of payment. Payment of only the Planned Periodic Premium may not be sufficient to keep this Policy in force. Additional premium may be required to keep this Policy in force.

Unscheduled Premiums

Additional premiums may be paid at any time prior to Attained Age 100.

Premium Limits

You may change the amount of Planned Periodic Premiums subject to Company requirements.

We may require evidence of insurability satisfactory to Us before we accept any additional premiums or allow any increase in the Planned Periodic Premium which will result in an increase in the Death Benefit.

Grace Period

If on a Monthly Due Date the Net Cash Surrender Value will not cover the monthly deduction, a grace period of sixty-one (61) days will be allowed to pay a premium that will provide enough to cover the Grace Period plus sufficient premium to maintain the Policy in force for 2 months. However, this Policy will not enter the Grace Period if it is being maintained under the Coverage Protection Guarantee. We will send You a written notice at least 30 days before the end of the Grace Period. The notice will be sent to Your last known address and the last known address of any assignee shown in Our records. The Policy will remain in force during the Grace Period unless it is surrendered. If the Insured dies during the Grace Period, the amount required to keep the Policy in force to the end of the month of death will be deducted from the Death Benefit.

Any payments sent by U.S. mail must be postmarked within the Grace Period.

Lapse

If the premium is not paid by the end of the Grace Period, the Policy will lapse without value. The date of lapse will be the date the Net Cash Surrender Value did not cover the monthly deduction. All insurance will end when the Policy lapses.

Coverage Protection Guarantee

The Coverage Protection Guarantee, while it is in effect, will keep this Policy from terminating. This Coverage Protection Guarantee will remain in effect until the Insured's Attained Age 100 as long as the level of premium required to keep this guarantee in effect is paid.

The Coverage Protection Guarantee will remain in effect as long as the Lapse Protection Value, less any Debt, is greater than zero.

The Lapse Protection Value on the Policy Effective Date is calculated as the result of the quantity of A minus B multiplied by C, where:

- "A" is the amount of premium received on or before the Policy Effective Date;
- "B" is the Monthly Yearly Renewable Term (YRT) Deduction for the month following;
- "C" is the YRT Accumulation Factor as shown in the Schedule Page.

The Lapse Protection Value on any Monthly Deduction Day other than the Policy Effective Date is calculated as the quantity of A plus B minus C minus D all multiplied by E, where:

- "A" is equal to the Lapse Protection Value as of the prior Monthly Deduction Day;
- "B" is equal to the premiums received since the prior Monthly Deduction Day;
- "C" is equal to any partial surrender of Surrender Value since the prior Monthly Deduction Day;
- "D" is equal to the Monthly YRT Rate Deduction for the month following the Monthly Deduction Day;
- "E" is equal to the YRT Accumulation Factor as shown in the Schedule Page.

The Monthly YRT Rate Deduction is calculated as the quantity of X times Y, plus Z, where:

“X” is the Specified Amount of this Policy at the beginning of the Policy month divided by \$1,000;

“Y” is the Monthly YRT Rate as shown in the Schedule Page.

“Z” is the monthly cost of insurance of all additional benefits provided by Rider;

The Lapse Protection Value is a reference value and is not used in determining the actual Accumulation Value or Death Benefit provided under this Policy.

The table of the *Coverage Protection Guarantee YRT Rates and YRT Accumulation Factors Per \$1,000 of Specified Amount* is shown in the Schedule Page. A revised Table of the *Coverage Protection Guarantee YRT Rates and YRT Accumulation Factors Per \$1,000 of Specified Amount* will be provided for any increase or decrease in the Policy's Specified Amount.

Restoring the Coverage Protection Guarantee (Catch-up Feature)

If the Coverage Protection Guarantee is not in effect, and the Policy is in force, this catch-up feature allows you to restore the Coverage Protection Guarantee by paying sufficient premium. You must do this on or before the Monthly Deduction Day coinciding with the 60th consecutive Monthly Deduction Day for which this Policy's Lapse Protection Value, less any Debt, did not exceed zero. On both the first and second Monthly Deduction Day on which the Lapse Protection Value, less any debt, does not exceed zero, We will send You Written Notice of how to use this Catch-up Feature. If the Policy has lapsed and has not been reinstated within 90 days of the date of lapse, you may not restore this Coverage Protection Guarantee.

Reinstatement

During the lifetime of the Insured, You may apply to have this Policy reinstated within five years after the date of lapse and prior to Age 100, unless this Policy has been surrendered for cash.

We require the following to reinstate the Policy:

1. satisfactory Evidence of Insurability, and
2. payment of a premium sufficient to have kept the Policy in force from the date of lapse to the end of the Grace Period, plus enough premium to keep the Policy in force for 2 additional months after the date of reinstatement.

Surrender Charges and monthly expense charges will be based on the number of years since the Policy has been issued. The Accumulation Value on the date of reinstatement will be the amount provided by the premium paid at reinstatement plus the Accumulation Value, net of loans, as of the end of the Grace Period.

The effective date of the reinstatement will be the date We approve it. After the Policy has been in force during the insured's lifetime for 2 years from the date of reinstatement, We will not contest a claim based on statements made in the application for reinstatement.

The Coverage Protection Guarantee may be reinstated at the time this Policy is reinstated if the Application for reinstatement is received:

- a. within 90 days from the date of lapse; and
- b. prior to the Insured's Attained Age 100.

However, the Coverage Protection Guarantee may not be reinstated if it was terminated before this Policy lapsed.

Prior to reinstating the Coverage Protection Guarantee, We will send You Written Notice of the premium amount You must pay.

Death Benefits

The Death Benefit is the amount payable to the beneficiary if the Insured dies while this Policy is in force. Payment is subject to the provisions of the Policy. We will require the return of this Policy before We make payment.

Amount of Death Benefit

The amount of the Death Benefit is equal to:

- The greater of the Minimum Death Benefit and the Specified Amount shown on the Schedule Page on date of the Insured's death; plus
- Any additional amount on the Insured's life provided by a Rider; less
- All outstanding Policy Debt.

Minimum Death Benefit

The minimum Death Benefit is equal to a percentage of the Accumulation Value. The percentage will be based on the Table of Death Benefit Accumulation Value Percentages on the date of the Insured's death. The Table of Death Benefit Accumulation Value Percentages is shown in the Schedule Page.

Filing a Death Claim

To claim the Death Benefit, We require a claim form and due proof of death. Due proof of death will consist of

- a certified copy of the Insured's death certificate;
- other lawful evidence providing equivalent information; and
- proof of the claimant's interest in the proceeds.

If You or Your Beneficiaries need help in the claim process, contact Your agent or Our Home Office.

Interest on Proceeds

We will pay interest on the Proceeds Payable as required by law, beginning 31 calendar days from the latest of:

- (i) The date We receive due proof of death; or
- (ii) The date We receive sufficient information to determine Our liability, the extent of Our liability and the appropriate payee legally entitled to the proceeds; or
- (iii) The date all legal impediments to payment of proceeds that are dependent on parties other than the Company are resolved, and sufficient evidence of such resolution is provided to Us. Legal impediments to payments include, but are not limited to:
 - a. The establishment of guardianships and conservatorships;
 - b. The appointment and qualification of trustees, executors and administrators; and
 - c. The submission of information required to satisfy state and federal reporting requirements.

Legal Actions

Legal Actions may not be taken to receive benefits until 60 days after the date proof of death is submitted as described above. Legal action may not be taken after the applicable statute of limitations.

Method of Payment

The Death Benefit can be paid in a lump sum or under any payment option mutually agreed upon.

If you wish to have all or a part of the benefit amount paid under a payment option, You must make the election in writing during the Insured's lifetime. If a settlement option, other than lump sum, is chosen, each payment must be at least \$100. If an option has not been chosen when the Insured dies, the beneficiary may choose one.

We may ask for satisfactory proof that the Payee is living when payment is due, if the Payee is a natural person. A Payee may not assign or borrow against the benefit amount. A Payee's creditors may not claim any of the benefit amount or interest, unless allowed by law.

Basis of Payment Option Values

Payment amounts will be no less than those calculated at 1.5% interest and using the Individual Annuity 2000 Mortality table. We may offer payment amounts that are more favorable.

Changes in Existing Coverage

Changes in Specified Amount

After the first Policy Year, You may request a change in the Specified Amount,

Specified Amount Decreases

Any decrease will be effective on the Monthiversary following the date We receive Your written request. A decrease will be applied in the following order:

- a. against any increases in the Specified Amount beginning with the most recent; and then
- b. against the initial Specified Amount.

The Death Benefit amount remaining in force after any decrease cannot be less than \$25,000 for this Policy.

Any decrease in the Specified Amount will be subject to a pro rata Surrender Charge. This pro rata Surrender Charge will result in a corresponding reduction in the level of subsequent Surrender Charges under this Policy.

Specified Amount Increases

A request for an increase in the Specified Amount will be subject to the following requirements:

- a. an additional application must be submitted;
- b. evidence of insurability satisfactory to Us must be submitted.

Any increase approved by Us will be effective on the date shown on the Schedule Page. The total Surrender Charges and Coverage Protection Guarantee Monthly YRT Premiums that apply as a result of the increase will be shown in the Schedule Page.

Accumulation Values and Cost of Insurance

Accumulation Value

The Accumulation Value on the Policy Effective Date is the Initial Premium net of expense charges less the monthly deduction for the following month.

The Accumulation Value on a Monthly Due Date will be calculated as follows:

- a. the Accumulation Value on the prior Monthly Due Date; plus
- b. one (1) month's interest on item (a); plus
- c. Net Premiums received since the prior Monthly Due Date plus interest from the date of receipt in Our Home Office to the Monthly Due Date; minus
- d. the monthly deduction for the month following the Monthly Due Date; minus
- e. any partial surrender of cash value since the prior Monthly Due Date plus interest from the date of the partial surrender to the Monthly Due Date.

We will calculate the Accumulation Value, on any other date, in a consistent manner.

Net Premium

A net premium is the premium paid less the premium expense charge as shown on the Schedule Page.

Monthly Deduction

The monthly deduction for a Policy Month is the sum of:

- the monthly cost of insurance plus the monthly cost of additional benefits provided by Rider; and
- a monthly expense charge, as shown on the Schedule Page.

Interest Rates

We will credit Your Accumulation Value with interest. We guarantee the minimum interest rate We will use is 3.00% per annum, subject to the following provisions:

- That part of the Accumulation Value equal to any outstanding Debt will be credited with interest at the rate of 6% per annum;
- The balance of the Accumulation Value will be credited with an interest rate not less than the guaranteed rate.

Cost of Insurance

The monthly cost of insurance is calculated as (a) multiplied by the result of (b) minus (c) where:

- a. is the cost of insurance rate;
- b. is the Death Benefit on the Monthly Due Date divided by 1.0024663; and
- c. is the Accumulation Value at the beginning of the Policy month.

If there have been increases in the Specified Amount, the Accumulation Value will be first considered a part of the initial Specified Amount. If the cash value exceeds the initial Specified Amount it will be considered a part of additional Specified Amounts resulting from increases in the order of the increases.

Cost of Insurance Rate

The cost of insurance rate for the initial Specified Amount or any change in the Specified Amount is shown on the Schedule Page.

We will determine monthly cost of insurance rates based on Our expectations as to future experience. Experience factors may include, but are not limited to, investment earnings, mortality, persistency, expenses, and taxes. We can change the rates from time to time but they will never exceed the guaranteed maximum rates shown in the Table of Monthly Cost of Insurance Rates. Any change will be made on a uniform basis for Insureds of the same Issue Age, gender, Premium Class, Specified Amount and duration.

Adjustment in the Cost of Insurance will not be used to recoup past losses.

Basis of Computation

The Minimum Cash Surrender Values are based on guaranteed maximum monthly cost of insurance rates and expense charges as shown in the Schedule Page, and the guaranteed interest rate of 3.00% per annum.

The Cash Surrender Values for this Policy are never less than the minimums required on the date of issue by the NAIC Universal Life Insurance Regulation, Model #585. A detailed statement of the method of computing values has been filed with the Interstate Insurance Product Regulation Commission.

Guaranteed Charges under this Policy are based on the Commissioner's 2001 Standard Ordinary Mortality table, Male or Female, Smoker or Nonsmoker, Age Last Birthday.

All Policies issued to a juvenile prior to age 15 will be issued as Premium Class standard non-nicotine. If a Policy is issued at age 15 or greater, where the Insured has admitted to nicotine use, the Policy will be issued as a nicotine premium class.

Periodic Report

We will deliver annually to You, at no charge, a report on the status of Your Policy. The report will be delivered no later than 4 months after the Policy Anniversary. The report includes, but is not limited to:

- The dates of the current report period;
- The Accumulation Value at the beginning and the end of the current report period;
- Itemized list of amounts credited or debited to the Accumulation Value during the current report period;
- The Death Benefit as of the end of the current report period;
- Any Cash Surrender Value as the end of the current report period;
- The amount of any outstanding loans at the end of the current report period; and
- If applicable, a notification that the Policy's Net Cash Surrender Value will not be enough to keep the Policy in force until the end of the next reporting period.

Illustrative Report

We will provide, at least annually and without charge, an illustrative report to be sent to the Owner upon request. We will charge a fee of \$25.00 for any additional report requested by the Owner, after the first annual report.

Surrender

Surrender

You may surrender this Policy for its Net Cash Surrender Value at any time while it is in force. Your request must be in writing. We may postpone payment of the Net Cash Surrender Value for up to six (6) months after We receive Your request unless the surrender is to pay premiums on policies with Us.

If You request a surrender within thirty (30) days after a Policy Anniversary, the Net Cash Surrender Value will not be less than the Cash Surrender Value on that anniversary less any Debt or partial surrenders made on or after such anniversary.

Surrender Charge

The Surrender Charge for each Policy Year is shown in the Table of Surrender Charges.

If there is an increase in the Specified Amount, such increase will result in an additional Surrender Charges. The total Surrender Charge as a result of any increase will be shown on the Table of Surrender Charges.

Partial Surrender

You may partially surrender this Policy at any time while it is in force after the first Policy Year. Your request must be in writing. The minimum amount is \$500.

A fee of \$25 will be charged for each partial surrender. The Accumulation Value will be reduced by the amount of the partial surrender and the fee.

We will not allow a partial surrender to be made if it would result in a Net Cash Surrender Value that is less than the greater of:

- \$100; or
- the Surrender Charge, if any, that would apply if the Policy were surrendered in full.

We may postpone payment for up to six (6) months after We receive Your request unless the partial surrender is to pay premiums on policies with Us.

The Specified Amount will be reduced by the amount of the partial surrender and the fee. The reduction in Specified Amount will apply first to coverage provided by any increases in the Specified Amount beginning with the most recent and then against the initial Specified Amount.

Loans

You may use the Cash Surrender Value without ending the insurance coverage by asking Us for a cash loan. This Policy is the only security We need.

Obtaining a Loan

You may obtain a loan from Us if:

- this Policy is in force;
- Your loan request is for at least \$500; and
- this Policy has enough loan value.

You may ask for a loan at any time. We have the right to wait six (6) months before making the loan, unless You will use it to pay premiums for other policies with Us.

Loan Value

The Loan Value is equal to:

- a. the Net Cash Surrender Value; less
- b. the loan interest and monthly deductions to the next policy anniversary.

Loan Interest

Interest on a loan is charged at the loan interest rate of 7.00% per annum in arrears. Interest is due on the Policy Anniversary following the loan date. Any interest not paid when due will be added to the loan and will bear interest at the same rate each Policy Anniversary after that until the loan is paid in full.

Loan Repayment

You may repay all or part of a loan while the Insured is alive and this Policy is in force. All loans and loan interest not paid will be deducted from the proceeds payable at death, or surrender.

Deposits Not Designated as Premium

We shall apply any deposit made to this Policy as a loan payment, unless it is specifically identified as a premium payment.

Policy Expiration

If, at any time, the Debt equals or exceeds the Cash Surrender Value the grace period provisions set forth in the Grace Period section will apply.



Livonia, MI

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
Non-participating



(A Stock Company)

17900 N. Laurel Park Drive, Livonia, MI 48152-3985

ACCELERATED DEATH BENEFIT ENDORSEMENT

(THIS IS NOT A LONG -TERM CARE BENEFIT)

IMPORTANT NOTICE: POLICY BENEFITS WILL BE REDUCED IF THE ACCELERATED DEATH BENEFIT IS PAID. THE DEATH BENEFIT AND OTHER POLICY VALUES SUCH AS CASH VALUES, CASH SURRENDER VALUES, AND LOAN VALUES WILL BE PROPORTIONATELY REDUCED.

BENEFITS PAID UNDER THIS ENDORSEMENT MAY BE TAXABLE AND MAY AFFECT YOUR ELIGIBILITY FOR GOVERNMENT PROGRAMS SUCH AS MEDICAID OR OTHER BENEFITS UNDER STATE OR FEDERAL LAW. YOU SHOULD CONTACT YOUR TAX ADVISOR ABOUT THE IMPACT OF THIS BENEFIT ON YOUR PERSONAL SITUATION. WE OR OUR AGENTS CANNOT PROVIDE TAX OR LEGAL ADVICE.

This Endorsement becomes a part of the Policy. It will remain in effect only while the Policy remains in effect. It is governed by the terms of the Policy not in conflict with the provisions of this Endorsement.

EFFECTIVE DATE: The Effective Date of this Endorsement is the Policy Effective Date on the Schedule of Benefits and Premiums ("Policy Schedule Page"). If We reinstate coverage under this Endorsement, its Effective Date will be shown in a new Policy Schedule Page.

This Endorsement will not become effective unless the Policy is in force.

BENEFIT: This Endorsement allows You to request an Accelerated Death Benefit Amount subject to all the provisions of this Policy. It does not provide health, nursing home, or long-term care insurance.

INSURED: The Insured named on the Schedule Page is covered by this Endorsement.

PHYSICIAN: A doctor of medicine (M.D.) or osteopathy (D.O.) licensed to practice medicine or surgery, by the state where he or she practices medicine or surgery. A Physician may not be the spouse, child, sibling, parent, grandparent, grandchild, or in-law of the Insured.

TERMINAL CONDITION: A medical condition expected to result in the Insured's death within 12 months or less, in spite of appropriate medical care.

ELIGIBILITY: We require Written Proof from a licensed physician that the Insured suffers from a Terminal Condition. We may also require the Insured to be examined, at Our expense, by a Physician We choose. If there are conflicting opinions, eligibility will be determined by a third medical opinion provided, at Our expense, by a Physician that the Insured and Us mutually agree on.

We also require:

1. a completed request for Accelerated Death Benefit form; and
2. the written consent of any Irrevocable Beneficiary or Assignee.

We will pay the Accelerated Death Benefit upon Our receipt of the due Written Proof of eligibility.

CONDITIONS FOR ACCELERATED BENEFIT: We will not permit creditors or government agencies to cause the Owner to involuntarily access proceeds intended for the Beneficiary. The Owner is not eligible for this Benefit if required by law to use it to:

1. satisfy the claims of creditors; or
2. apply for, obtain or retain government Benefits.

The Policy must be in force but not in the Grace Period when You apply for this Benefit.

EXCLUSION: This Benefit will not be available if the Terminal Illness is caused by an injury sustained in an attempted suicide within two years of the Policy Effective Date.

INCONTESTABILITY: We cannot contest this Rider after it has been in force during the lifetime of the Insured for 2 years from its effective date.

We cannot contest any increase in insurance amount after such increase has been in force during the lifetime of the Insured for 2 years from its effective date.

ACCELERATED DEATH BENEFIT AMOUNT: You may request a payment of up to fifty percent (50%) of this Policy's Specified Amount. However:

1. You may not request a total greater than \$500,000;
2. You must request at least \$5,000; and
3. the remaining Death Benefit payable under this Policy and any Endorsements must be at least \$5,000.

Only one Accelerated Death Benefit payment can be made under this Policy.

The Benefit Amount paid will reduce future cash or loan values. The Policy Cash Surrender Value will be reduced by a percentage equal to the ratio of the amount of the Accelerated Death Benefit payment to the Policy's Specified Amount.

The amount of the Accelerated Death Benefit payment will first be applied toward payment of any outstanding Debt.

METHOD OF PAYMENT: We will pay the Accelerated Death Benefit Amount in one lump sum. We will pay it to the Owner or Owner's estate while the Insured is living, unless the benefit has been otherwise assigned or designated by the Owner.

POLICY PREMIUM: There is no additional charge for this Endorsement. The Policy monthly cost of Insurance will not be affected because of any Accelerated Death Benefit payment. You must continue to pay premiums when due or within the Grace Period.

FEES AND INTEREST: We charge a processing fee of \$75 if We pay an Accelerated Death Benefit. We deduct the processing fee from the Accelerated Death Benefit.

We charge interest at the rate of 7% annually in arrears on the amount of the Accelerated Death Benefit paid.

EFFECT OF BENEFIT ON POLICY: When We pay an Accelerated Death Benefit, we will reduce the Death Benefit under the Policy by:

1. the Accelerated Death Benefit amount paid; and
2. any additional Debt; and
3. any accrued and unpaid interest on the Accelerated Death Benefit payment.

We will provide a statement to the Owner and any Irrevocable Beneficiary demonstrating the effect of the Accelerated Benefit Payment on the Policy.

TERMINATION: This Endorsement terminates on the earliest of:

1. the date the Policy this Endorsement is attached to terminates; or
2. when the Owner requests in writing that We cancel it;
3. upon death of the Insured.

Payment of an Accelerated Death Benefit will not be affected if a Terminal Condition was diagnosed before this Endorsement terminates.

Signed for the AAA Life Insurance Company at its Home Office in Livonia, Michigan.



Harold W. Huffstetler, Jr., President



Robert J. Dotson, Secretary



17900 N. Laurel Park Drive, Livonia, MI 48152-3985

DISABILITY WAIVER OF PREMIUM RIDER

This Rider is a part of the Policy to which it is attached. It is subject to all provisions and definitions of the Policy unless stated otherwise in this Rider.

EFFECTIVE DATE: The Effective Date of this Rider is the Effective Date shown on the Schedule of Benefits and Premiums Page ("Policy Schedule Page").

This Rider will not become effective unless the Policy is in force.

CONSIDERATION: We issue this Rider in consideration of the Application for this Rider and payment of its first Premium. The monthly cost of insurance for this Rider is shown in the Policy Schedule Page. If the Policy Specified Amount changes, a new Policy Schedule Page will be issued with revised monthly cost of insurance for this Rider.

EXPIRY DATE: The date coverage ends under this Rider is shown in the Policy Schedule Page.

INSURED: The person named as the Insured in the Policy Schedule Page.

SICKNESS OR DISEASE: Sickness or Disease diagnosed and treated while this Rider is in force. Sickness also means medical conditions admitted in the Application.

INJURY: An accidental bodily injury sustained by the Insured as the direct result of an accident, independent of disease or bodily or mental illness or infirmity or any other cause, and which occurs while this Rider is in force.

TOTAL DISABILITY and TOTALLY DISABLED: A disability which:

1. results solely from injury or disease which first manifests itself while this Rider is in force; and
2. which
 - (i) **During the first 24 months of Total Disability**, the Insured is unable to perform the substantial and material duties of their job due to sickness or accidental bodily injury; and
 - (ii) **After the first 24 months of Total Disability**, the Insured, due to sickness or accidental bodily injury, is unable to perform any of the substantial and material duties of their job, or any other job for which they become reasonably qualified by education, training or experience.
3. begins before Age 65.

If the Insured is not gainfully employed on a full time basis away from his or her residence when Total Disability begins, Total Disability will mean the inability to engage in the normal activities of a person reasonably qualified by education, training, or experience.

BENEFIT: The premiums waived under this Rider include the annual equivalent of the lesser of:

- a. the Planned Periodic Premium at the time of Total Disability; or
- b. the Premium Waiver Limit which is shown in the Policy Schedule Page.

All Policy charges will continue to be applied. Loan interest due and accrued will not be waived. If at any time the Debt equals or exceeds the Cash Surrender Value, the Grace Period provision of the Policy will apply.

If the Total Disability starts while this Rider is in force and the Total Disability lasts for a period of six (6) consecutive months, We will then waive the premiums for Policy Months after the six (6) month period.

If the Insured's Total Disability begins before the Policy Anniversary of the Insured's Attained Age 60, We will waive all premiums under the Policy while the Insured remains Totally Disabled. If the period of Total Disability extends beyond the Insured's Attained Age 65, We will waive all further premiums while the Insured remains Totally Disabled.

If the Insured's Total Disability begins after the Policy Anniversary of the Insured's Attained Age 60, We will waive all premiums while the Insured remains Totally Disabled, but only up to the Policy Anniversary of the Insured's Attained Age 65.

Until the Insured's Total Disability has lasted six (6) months, premiums must be paid if required. We will return the premiums paid during such six (6) month period to the Policy if the Insured remains Totally Disabled.

Unless Written Notice of Total Disability is given to Us as soon as reasonably possible, We will not waive any premium received after one (1) year before We receive the Written Notice at our Home Office.

This Waiver of Premium benefit does not apply to the Total Disability of any person other than the person named as the Insured in the Policy Schedule.

EXCLUSIONS: No benefit will be provided under this Rider if the Insured's Total Disability:

1. results from any attempt at suicide or intentionally self-inflicted injury while sane or insane;
2. results from voluntary intake or use by any means of:
 - (i) Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
 - (ii) Poison, gas or fumes, unless a direct result of an occupational accident;
3. results from an act of war, declared or undeclared;
4. results from an accident which occurred before the Effective Date of this Rider;
5. results from a condition or disease that first manifested itself before the Effective Date of this Rider;
6. results directly or indirectly from active participation in a riot, insurrection, or terrorist activity. An exclusion for riot or insurrection is limited to instigators and does not include civil commotion, disorder, injury as an innocent bystander, or injury for self defense; or
7. results from committing or attempting to commit a felony;
8. caused or contributed to by intoxication as defined by the jurisdiction where the disability occurred;
9. caused or materially contributed to by participation in an illegal occupation or activity; and/or
10. caused or contributed to by any condition disclosed in the application and explicitly excluded in a form attached to the Policy.
11. begins prior to the Policy Anniversary of the Insured's Attained Age 15; or
12. begins after the Policy Anniversary of the Insured's Attained Age 65.

INCONTESTABILITY: We will not contest this Rider after it has been in force during the lifetime of the Insured for two years from the date of its issue, excluding any period when the Insured was totally disabled, except for fraud in the procurement of the form, when permitted by applicable law in the state where the Policy is delivered or issued for delivery. After this Rider has been in force for two years from the effective date of reinstatement, We will not contest a claim based on statements made in the application for reinstatement.

NOTICE OF CLAIM: We must receive Written Notice of claim at Our Home Office informing Us that the Insured is Totally Disabled. We must receive the Written Notice:

1. while the Insured is alive;
2. while the Insured is Totally Disabled; and
3. within 12 months of the start of the Insured's Total Disability.

If We do not receive such Written Notice, We will not waive premiums that are paid more than 12 months before We receive the Written Notice.

PROOF OF TOTAL DISABILITY: We must receive proof of Total Disability at Our Home Office within 6 months after Written Notice of Total Disability is given to Us. If it is not reasonably possible to give the proof within six 6 months, Your claim is not affected if the proof is sent as soon as reasonably possible. But, unless You are legally incapacitated, We must receive proof within 1 year of the time it is otherwise required.

PROOF OF CONTINUANCE OF TOTAL DISABILITY: During the first 2 years after We receive proof of the Insured's Total Disability, We may at reasonable intervals, but not more than once every 30 days, require proof that the Insured is still Totally Disabled. Thereafter, We may require proof once a year that the Insured is still Totally Disabled. As part of any proof, We may require the Insured to be examined, at Our expense, by a physician chosen by Us.

If We do not receive proof that the Insured is still Totally Disabled, or if the Insured is no longer Totally Disabled, We will stop waiving the premiums.

TOTAL DISABILITY STARTING DURING THE GRACE PERIOD: If Total Disability begins during a Grace Period, We require You to add sufficient funds to the Accumulation Value to ensure that any overdue premiums can be taken to avoid a lapse of insurance before We approve the Waiver benefit claim.

CHANGE IN INSURANCE DURING TOTAL DISABILITY: You may not change the Insured's Policy benefits while the premiums are being waived.

NONFORFEITURE VALUES: This Rider does not have Cash Surrender Values or Loan Values.

TERMINATION: This Rider will terminate on the earliest of:

1. its Expiry Date as shown in the Policy Schedule Page;
2. the date the Policy this Rider is attached to terminates; or
3. when the Owner requests to Us in writing that We cancel it.

Termination of this Rider will not affect the payment of a claim submitted for a Total Disability that began while this Rider was in force.

Signed for the AAA Life Insurance Company at its Home Office in Livonia, Michigan.



Harold W. Huffstetler, Jr., President



Robert J. Dotson, Secretary

<i>SERFF Tracking Number:</i>	<i>AAAL-125719771</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AAA Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39512</i>
<i>Company Tracking Number:</i>	<i>UL-4501 ET AL</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>Flexible Premium Adjustable Life Insurance</i>		
<i>Project Name/Number:</i>	<i>Lifetime UL-08/Lifetime UL-08</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AAAL-125719771 State: Arkansas
Filing Company: AAA Life Insurance Company State Tracking Number: 39512
Company Tracking Number: UL-4501 ET AL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life Insurance
Project Name/Number: Lifetime UL-08/Lifetime UL-08

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 07/02/2008
Comments:
Attachments:
ARGN.pdf
READABILITY CERTIFICATION.pdf

Review Status:
Satisfied -Name: Application 07/02/2008
Comments:
As mentioned in our Cover letter our 2-part application, Form LF80101APP and LF80102APP will be used with these forms. They were approved for use in Arkansas on 01/20/2007 (SERFF Tracking No. FRCS-125066808.)

Review Status:
Satisfied -Name: AR Cover Letter 07/02/2008
Comments:
Attachment:
AR cover letter.pdf

Review Status:
Satisfied -Name: Statement of Variability 07/02/2008
Comments:
Attachment:
Statement of Variability.pdf

Review Status:
Satisfied -Name: Arkansas Certifications 07/02/2008
Comments:
Attachments:
Arkansas Certification.pdf
Arkansas Consent.pdf

SERFF Tracking Number: AAAL-125719771 State: Arkansas
Filing Company: AAA Life Insurance Company State Tracking Number: 39512
Company Tracking Number: UL-4501 ET AL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Adjustable Life Insurance
Project Name/Number: Lifetime UL-08/Lifetime UL-08

Review Status:

Satisfied -Name: Sample Schedule Pages for Flat Extra and Table Rating 07/02/2008

Comments:

Attachments:

2008LTUL-SCHEDULE PAGES Flat Extra.pdf
2008LTUL-SCHEDULE PAGES Table Rating.pdf

Review Status:

Satisfied -Name: Accelerated Death Benefit Support Documents 07/02/2008

Comments:

Attachments:

UL-4510XDBS - Summary and Disclosure Statement.pdf
UL-4511XDBN - XDB Payment Notice.pdf

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND DISABILITY INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract holders will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

DISCLAIMER

The Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in the state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is *NOT* provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

**The Arkansas Life and Disability Insurance Guaranty Association
c/o The Liquidation Division
1200 West Third Street (Third & Cross)
Little Rock, Arkansas 72201-1904**

**Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904**

The state law that provides for this safety-net coverage is called the Arkansas Life and Disability Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Acts coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or disability insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claim based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a non-affiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$100,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. (These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

READABILITY CERTIFICATION

COMPANY NAME: AAA Life Insurance Company

I hereby certify that the forms listed below have achieved the following score as calculated by the Flesch Reading Ease Test.

Form Number	Score
UL-4501	54.2
UL-4502XDB	50.0
UL-4503DWP	53.1



Company Officer: Robert J Dotson

Title: Secretary and General Counsel

June 26, 2008

Date



Barbara G. Hassell
Compliance Specialist II

17900 N. Laurel Park Drive
Livonia, Michigan 48152-3985
Phone: 734-779-2942
Fax: 734-805-2915
bhassell@aaalife.com

July 2, 2008
Arkansas Department of Insurance

AAA Life Insurance Company
NAIC No. 71854; FEIN: 52-0891929
Flexible Premium Life Insurance Policy, et al

RE: UL-4501AR Flexible Premium Adjustable Life Insurance Policy
 UL-4502XDB Accelerated Death Benefit Endorsement
 UL-4503DWP Disability Waiver of Premium Rider

Dear Reviewer:

We are submitting the above forms for your review and approval. They are being submitted in final printed format, and we reserve the right to change fonts, layouts, or company logo/address. However, we certify that the font size will never be less than the minimum 10-point as required by your state. Once approved, these forms will be marketed on a general basis through both our American Automobile Association Clubs and independent agents. This is an illustrated product. No part of this filing contains any unusual or possibly controversial items from normal Company or industry standards.

Form UL-4501AR is a Flexible Premium Adjustable Life Insurance Policy, commonly referred to as universal life insurance, issued on a smoker-distinct basis. This form will be issued to individuals from age 0 to age 85, with issue ages 0-14 issued as Standard Non-Nicotine. There is no maturity date. The policy features a Coverage Protection Guarantee, with a "Catch Up" feature. The form has achieved a Flesch readability score of 54.2. We have attached an Actuarial Memorandum that further explains the features, costs, and surrender values of the product, as well as other items required by the Compact. We are also attaching two additional Schedule of Benefits and Premium pages that reflect costs for an individual who is Table Rated, and one with a rated Flat Extra premium structure.

Form UL-4502XDB is an Accelerated Death Benefit Endorsement which is attached to the Policy at no cost, and which allows the Owner to request up to 50% of the death benefit if the Insured is terminally ill with a life expectancy of 12 months or less. This form has achieved a Flesch readability score of 50. We are attaching an Actuarial Memorandum that further explains the features of this endorsement. In addition, we are attaching two supporting documents in connection with this endorsement for your information:

- Form UL-4510XDBS, a Summary and Disclosure Statement, which is provided to the Owner at the time of application for the Policy.
- Form UL-4511XDBN, a Payment Notice that is provided to the Owner at the time an accelerated death benefit payment is made. This notice gives a numeric illustration of the affect of the payment of the benefit on the Policy.

Form UL-4503DWP is a Disability Waiver of Premium Rider, which is an optional rider offered to the Policy Owner. Under this rider we will waive monthly premiums upon our receipt of acceptable proof of the Insured's total disability, as defined in the rider. It is issued to ages 15-55 and terminates at age 65. This Rider has achieved a Flesch readability score of 53.1. We have attached an Actuarial Memorandum that further explains the features and costs of the rider.

The variables shown on the Schedule of Benefits and Premiums are self-explanatory. However, we are attaching a separate Statement of Variability for your use in reviewing these forms.



INSURANCE MARKETPLACE
STANDARDS ASSOCIATION

These forms will be used in conjunction with the following forms, which have previously been approved for use in Arkansas:

Form Number	Form Name	SERFF No.	Approval Date
LF80101APP & LF80102APP	Individual Life Insurance Application – Part 1 and Part 2	FRCS-125066808	01/02/2007
LF80100	Temporary Insurance Agreement	AAAL-125031575	01/10/2007
LF80099	Conditional Receipt	AAAL-125031575	01/10/2007
IQ1(03/04) – IQ19(03/04)	Individual Questionnaires	SERT-5Y2LBP171	04/16/2004
IQ8-01	Revised Questionnaire #8	USPH-6QALYH418	06/22/2006
LF8124AE	Aviation Exclusion Endorsement	AAAL-125397023	02/19/08
UL-3506ADB	Accidental Death Benefit Rider	AAAL-125659438	06/17/08
UL-3507CTR	Child Term Rider	AAAL-125659438	06/17/08

These forms are exempt from filing in Michigan, our state of domicile.

To the best of our knowledge and belief, this submission complies with all the relevant statutes and regulations of the State of Arkansas. It includes nothing that has been previously objected to or disapproved by your Department.

Thank you for your time and consideration in regard to this filing. Should you have any questions, or require any additional information to complete your review, please contact me directly.

Sincerely,



Barbara G. Hassell
Compliance Specialist II

AAA LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY
Form UL-4501 – FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
SCHEDULE OF BENEFITS AND PREMIUMS

The Schedule of Benefits and Premiums includes pages 3, 3a, and 3b, which appear in every Policy issued. Variable information is shown as bracketed, and includes the following:

1. Policy Information
 - a. Name of Insured
 - b. Policy Number
 - c. Name of Owner
 - d. Name of Payor
 - e. Issue Age
 - f. Premium Class
 - g. Gender
 - h. Specified Amount – This amount may vary, based on requested increases or decreases. The minimum Specified Amount remaining after a requested decrease is \$25,000.
 - i. Planned Periodic Premium
 - j. Payment frequency (Annual, Semi-Annual, Quarterly or Monthly)
 - k. Issue State
 - l. Issue State's DOI Toll-Free Telephone number.

2. Additional Riders and Endorsements – The optional riders are listed in variable brackets, and include the following information:
 - a. Aviation Exclusion Endorsement – Offered at no cost, to improve Insured's premium class rating, at the option of the Owner.
 - b. Accidental Death Benefit Rider – Optional Accidental Death Benefit Amount, cost based on amount and age, and expiration date (Insured's Age 65.)
 - c. Child Term Insurance Rider – Child coverage amounts optional; cost will vary (\$8.00 per \$1,000 of coverage); expiration date (Insured's age 100)
 - d. Disability Waiver of Premium Rider – This optional rider will waive the lesser of the specified premium and the premium waiver limit for the policy while the insured is disabled. The rider is issued to ages 15 – 55. The rider terminates at age 65.

With respect to all schedule pages, only those items enclosed within brackets are variable, as explained above. No other items are variable in nature. Any changes to the non-bracketed items will be filed with the State prior to being issued.

Arkansas Certification

AAA Life Insurance Company
Filing forms UL-4501, et al

I certify that this filing meets the provisions of Regulation 19s10B, and all applicable rules of the Arkansas Department of Insurance.

Signed for AAA Life Insurance Company by:

A handwritten signature in black ink, appearing to read "Robert J. Dotson", with a horizontal line extending to the right from the end of the signature.

Robert J. Dotson, Vice President
& General Counsel

July 2, 2008

Arkansas Consent to Submit Rates and/or
Cost Bases for Approval

AAA Life Insurance Company ("Company") of Livonia Michigan does hereby consent and agree that all premium rates and/or cost bases both "maximum" and "current or projected" used in relation to policy form UL-4501AR must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

Signed for AAA Life Insurance Company by:

A handwritten signature in black ink, appearing to read "Robert J. Dotson", with a horizontal line extending to the right from the end of the signature.

Robert J. Dotson, Vice President
& General Counsel

July 2, 2008

SCHEDULE OF BENEFITS AND PREMIUMS

INSURED:	[JOHN DOE]	POLICY NUMBER:	[XX-XXXXXXX-X]
OWNER:	[JOHN DOE]	PAYOR:	[JOHN DOE]
ISSUE DATE:	[10/15/2008]	POLICY EFFECTIVE DATE:	[10/15/2008]
ISSUE AGE:	[35]	PREMIUM CLASS:	[Rated Non-Nicotine]
		FLAT EXTRA:	[\$5.00 for 5 years]
GENDER:	[MALE]	SPECIFIED AMOUNT:	[\$100,000]
PLANNED PERIODIC PREMIUM:	[\$1825.00]	PAYABLE:	[ANNUALLY]
ISSUE STATE:	[MI]	[STATE] DEPARTMENT OF INSURANCE	TELEPHONE NUMBER: 800-XXX-XXXX

MINIMUM GUARANTEED INTEREST RATE: 3.00%

EXPENSE CHARGES

10% OF PREMIUMS

A \$12.50 ADMINISTRATIVE FEE IS DEDUCTED ON EACH MONTHLY DUE DATE IN YEARS 1 – 5
A \$ 7.50 ADMINISTRATIVE FEE IS DEDUCTED ON EACH MONTHLY DUE DATE IN YEARS 6 & AFTER

<u>ADDITIONAL RIDERS AND ENDORSEMENTS</u>	<u>AMOUNT</u>	<u>INITIAL MONTHLY COST OF INSURANCE</u>	<u>EXPIRY DATE</u>
[ACCELERATED DEATH BENEFIT ENDORSEMENT	N/A	NO COST	N/A]
[AVIATION EXCLUSION ENDORSEMENT	N/A	NO COST	N/A]
[ACCIDENTAL DEATH BENEFIT RIDER	\$100,000	\$10.83	10/15/2038]
[CHILD TERM INSURANCE RIDER	\$20,000	\$13.33	10/15/2073]
[DISABILITY WAIVER OF PREMIUM RIDER:	N/A	\$9.49	10/15/2038]

***Note:** This Policy provides life insurance coverage until the death of the Insured if sufficient premiums are paid. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited, any loans or surrenders, and the cost of any additional benefits provided by Rider. Additional premium may be needed to keep this Policy in force.

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

INSURED: JOHN DOE

TABLE OF MONTHLY COST OF INSURANCE RATES
PER \$1,000

Attained Age	Current	Maximum		Attained Age	Current	Maximum
35	0.51000	0.51000		68	1.46275	1.75917
36	0.51417	0.51417		69	1.56133	1.91917
37	0.52000	0.52000		70	1.71483	2.10583
38	0.52750	0.52750		71	1.90433	2.33250
39	0.53417	0.53417		72	2.12683	2.59750
40	0.12667	0.12667		73	2.35983	2.87667
41	0.13750	0.13750		74	2.60933	3.17667
42	0.15083	0.15083		75	2.88142	3.50333
43	0.16667	0.16667		76	3.18833	3.87167
44	0.18417	0.18417		77	3.54717	4.30000
45	0.20333	0.20333		78	3.96442	4.79750
46	0.22250	0.22250		79	4.43275	5.35500
47	0.23833	0.23833		80	4.95525	5.97667
48	0.25083	0.25083		81	5.52258	6.65250
49	0.26667	0.26667		82	6.12117	7.36833
50	0.28750	0.28750		83	6.77392	8.15000
51	0.31417	0.31417		84	7.49958	9.01917
52	0.34667	0.34667		85	8.30675	9.98583
53	0.38417	0.38417		86	9.19400	11.04917
54	0.43167	0.43167		87	10.15192	12.19833
55	0.48500	0.48500		88	11.16775	13.42000
56	0.54000	0.54000		89	12.23000	14.70167
57	0.59333	0.59333		90	13.27883	15.97833
58	0.64667	0.64667		91	14.30200	17.23500
59	0.70917	0.70917		92	15.36833	18.55167
60	0.78500	0.78500		93	16.48833	19.94000
61	0.87750	0.87750		94	17.66283	21.40250
62	0.98500	0.98500		95	18.81142	22.85083
63	1.10250	1.10250		96	19.91575	24.26500
64	1.20133	1.22500		97	21.08358	25.77167
65	1.27517	1.35250		98	22.31908	27.37833
66	1.34167	1.48167		99	23.62567	29.09250
67	1.40400	1.61667				

THE ACTUAL COST OF INSURANCE MAY VARY BASED ON FUTURE EXPERIENCE BUT IT WILL NEVER EXCEED THE MAXIMUM COST OF INSURANCE.

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

INSURED: JOHN DOE

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	2490.00
2	2358.95
3	2227.89
4	2096.84
5	1965.79
6	1834.74
7	1703.68
8	1572.63
9	1441.58
10	1310.53
11	1179.47
12	1048.42
13	917.37
14	786.32
15	655.26
16	524.21
17	393.16
18	262.11
19	131.05
20	0.00

TABLE OF DEATH BENEFIT ACCUMULATION VALUE PERCENTAGES

Attained Age	Accumulation Value %	Attained Age	Accumulation Value %
35	3.96	70	1.51
36	3.83	71	1.48
37	3.70	72	1.45
38	3.58	73	1.42
39	3.46	74	1.40
40	3.35	75	1.37
41	3.25	76	1.35
42	3.14	77	1.33
43	3.04	78	1.31
44	2.95	79	1.29
45	2.86	80	1.27
46	2.77	81	1.25
47	2.69	82	1.24
48	2.61	83	1.22
49	2.54	84	1.21
50	2.46	85	1.19
51	2.39	86	1.18
52	2.32	87	1.17
53	2.26	88	1.16
54	2.19	89	1.15
55	2.13	90	1.14
56	2.08	91	1.13
57	2.02	92	1.12
58	1.97	93	1.11
59	1.92	94	1.11
60	1.87	95	1.10
61	1.83	96	1.09
62	1.79	97	1.08
63	1.74	98	1.07
64	1.71	99	1.05
65	1.67	100+	1.00
66	1.64		
67	1.60		
68	1.57		
69	1.54		

SCHEDULE PAGE (cont'd)

**COVERAGE PROTECTION GUARANTEE YEARLY RENEWABLE TERM (YRT) RATES AND
YRT ACCUMULATION FACTORS PER \$1,000 OF SPECIFIED AMOUNT**

Attained Age	Monthly YRT Rates	YRT Accumulation Factor	Attained Age	Monthly YRT Rates	YRT Accumulation Factor
35	0.74351	1.00337	68	1.59746	1.00506
36	0.04992	1.00337	69	1.74313	1.00522
37	0.06018	1.00338	70	1.91204	1.00542
38	0.07044	1.00339	71	2.11855	1.00565
39	0.08069	1.00339	72	2.35996	1.00592
40	0.09027	1.00340	73	2.61366	1.00622
41	0.10052	1.00341	74	2.88652	1.00653
42	0.11215	1.00343	75	3.17578	1.00687
43	0.12446	1.00344	76	3.49309	1.00726
44	0.13882	1.00346	77	3.86168	1.00771
45	0.15660	1.00348	78	4.28771	1.00824
46	0.17643	1.00350	79	4.76367	1.00884
47	0.19969	1.00351	80	5.29023	1.00952
48	0.22362	1.00353	81	5.85987	1.01025
49	0.24687	1.00354	82	6.45825	1.01104
50	0.26807	1.00356	83	7.10721	1.01192
51	0.29132	1.00359	84	7.82525	1.01290
52	0.31867	1.00362	85	8.62057	1.01400
53	0.35150	1.00366	86	9.48905	1.01524
54	0.38569	1.00371	87	10.42113	1.01659
55	0.42672	1.00376	88	11.40518	1.01806
56	0.47118	1.00382	89	12.42822	1.01963
57	0.51767	1.00387	90	13.43553	1.02123
58	0.56690	1.00393	91	14.41480	1.02283
59	0.62367	1.00399	92	15.43235	1.02455
60	0.71120	1.00407	93	16.49916	1.02640
61	0.79531	1.00416	94	17.61520	1.02840
62	0.89379	1.00427	95	18.75174	1.03043
63	0.99978	1.00439	96	19.91224	1.03246
64	1.11193	1.00451	97	21.14863	1.03469
65	1.22818	1.00464	98	22.46708	1.03713
66	1.34581	1.00477	99	23.87376	1.03983
67	1.46890	1.00491			

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

EFFECTIVE DATE OF RIDER: 10/15/2008

DISABILITY WAIVER OF PREMIUM RIDER

Premium Waiver Limit \$1,806.84

TABLE OF MONTHLY COST OF INSURANCE

ATTAINED AGE	COST	ATTAINED AGE	COST
35	9.48591	50	11.67543
36	9.48591	51	13.36881
37	9.48591	52	13.90356
38	9.48591	53	15.38050
39	9.48591	54	17.08661
40	6.68441	55	19.31475
41	6.68441	56	22.17949
42	6.68441	57	23.87288
43	6.68441	58	25.88456
44	6.68441	59	27.79439
45	9.12899	60	23.33812
46	9.12899	61	18.88185
47	9.76560	62	14.42558
48	10.18576	63	9.96931
49	10.72051	64	5.51304

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

EFFECTIVE DATE OF RIDER: 10/15/2008

ACCIDENTAL DEATH BENEFIT RIDER

Table of Monthly Cost of Insurance Per \$1,000

ATTAINED AGE	COST	ATTAINED AGE	COST
35	0.10833	51	0.12167
36	0.10917	52	0.12250
37	0.11000	53	0.12333
38	0.11083	54	0.12417
39	0.11167	55	0.12500
40	0.11250	56	0.12500
41	0.11333	57	0.12500
42	0.11417	58	0.12500
43	0.11500	59	0.12500
44	0.11583	60	0.12500
45	0.11667	61	0.12500
46	0.11750	62	0.12500
47	0.11833	63	0.12500
48	0.11917	64	0.12500
49	0.12000		
50	0.12083		

SCHEDULE OF BENEFITS AND PREMIUMS

INSURED:	[JOHN DOE]	POLICY NUMBER:	[XX-XXXXXXX-X]
OWNER:	[JOHN DOE]	PAYOR:	[JOHN DOE]
ISSUE DATE:	[10/15/2008]	POLICY EFFECTIVE DATE:	[10/15/2008]
ISSUE AGE:	[35]	PREMIUM CLASS:	[Table D Non-Nicotine]
GENDER:	[MALE]	SPECIFIED AMOUNT:	[\$100,000]
PLANNED PERIODIC PREMIUM:	[\$1825.00]	PAYABLE:	[ANNUALLY]
ISSUE STATE:	[MI]	[STATE] DEPARTMENT OF INSURANCE	TELEPHONE NUMBER: 800-XXX-XXXX

MINIMUM GUARANTEED INTEREST RATE: 3.00%

EXPENSE CHARGES

10% OF PREMIUMS

A \$12.50 ADMINISTRATIVE FEE IS DEDUCTED ON EACH MONTHLY DUE DATE IN YEARS 1 – 5
A \$ 7.50 ADMINISTRATIVE FEE IS DEDUCTED ON EACH MONTHLY DUE DATE IN YEARS 6 & AFTER

<u>ADDITIONAL RIDERS AND ENDORSEMENTS</u>	<u>AMOUNT</u>	<u>INITIAL MONTHLY COST OF INSURANCE</u>	<u>EXPIRY DATE</u>
[ACCELERATED DEATH BENEFIT ENDORSEMENT	N/A	NO COST	N/A]
[AVIATION EXCLUSION ENDORSEMENT	N/A	NO COST	N/A]
[ACCIDENTAL DEATH BENEFIT RIDER	\$100,000	\$10.83	10/15/2038]
[CHILD TERM INSURANCE RIDER	\$20,000	\$13.33	10/15/2073]
[DISABILITY WAIVER OF PREMIUM RIDER:	N/A	\$9.47	10/15/2038]

***Note:** This Policy provides life insurance coverage until the death of the Insured if sufficient premiums are paid. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited, any loans or surrenders, and the cost of any additional benefits provided by Rider. Additional premium may be needed to keep this Policy in force.

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

INSURED: JOHN DOE

TABLE OF MONTHLY COST OF INSURANCE RATES
PER \$1,000

Attained Age	Current	Maximum		Attained Age	Current	Maximum
35	0.18666	0.18666		68	2.92550	3.51834
36	0.19500	0.19500		69	3.12266	3.83834
37	0.20666	0.20666		70	3.42966	4.21166
38	0.22166	0.22166		71	3.80866	4.66500
39	0.23500	0.23500		72	4.25366	5.19500
40	0.25334	0.25334		73	4.71966	5.75334
41	0.27500	0.27500		74	5.21866	6.35334
42	0.30166	0.30166		75	5.76284	7.00666
43	0.33334	0.33334		76	6.37666	7.74334
44	0.36834	0.36834		77	7.09434	8.60000
45	0.40666	0.40666		78	7.92884	9.59500
46	0.44500	0.44500		79	8.86550	10.71000
47	0.47666	0.47666		80	9.91050	11.95334
48	0.50166	0.50166		81	11.04516	13.30500
49	0.53334	0.53334		82	12.24234	14.73666
50	0.57500	0.57500		83	13.54784	16.30000
51	0.62834	0.62834		84	14.99916	18.03834
52	0.69334	0.69334		85	16.61350	19.97166
53	0.76834	0.76834		86	18.38800	22.09834
54	0.86334	0.86334		87	20.30384	24.39666
55	0.97000	0.97000		88	22.33550	26.84000
56	1.08000	1.08000		89	24.46000	29.40334
57	1.18666	1.18666		90	26.55766	31.95666
58	1.29334	1.29334		91	28.60400	34.47000
59	1.41834	1.41834		92	30.73666	37.10334
60	1.57000	1.57000		93	32.97666	39.88000
61	1.75500	1.75500		94	35.32566	42.80500
62	1.97000	1.97000		95	37.62284	45.70166
63	2.20500	2.20500		96	39.83150	48.53000
64	2.40266	2.45000		97	42.16716	51.54334
65	2.55034	2.70500		98	44.63816	54.75666
66	2.68334	2.96334		99	47.25134	58.18500
67	2.80800	3.23334				

THE ACTUAL COST OF INSURANCE MAY VARY BASED ON FUTURE EXPERIENCE BUT IT WILL NEVER EXCEED THE MAXIMUM COST OF INSURANCE.

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

INSURED: JOHN DOE

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	2490.00
2	2358.95
3	2227.89
4	2096.84
5	1965.79
6	1834.74
7	1703.68
8	1572.63
9	1441.58
10	1310.53
11	1179.47
12	1048.42
13	917.37
14	786.32
15	655.26
16	524.21
17	393.16
18	262.11
19	131.05
20	0.00

TABLE OF DEATH BENEFIT ACCUMULATION VALUE PERCENTAGES

Attained Age	Accumulation Value %	Attained Age	Accumulation Value %
35	3.74	70	1.40
36	3.62	71	1.37
37	3.50	72	1.34
38	3.39	73	1.32
39	3.28	74	1.30
40	3.17	75	1.28
41	3.07	76	1.26
42	2.97	77	1.24
43	2.88	78	1.22
44	2.79	79	1.20
45	2.70	80	1.18
46	2.62	81	1.17
47	2.54	82	1.16
48	2.46	83	1.14
49	2.39	84	1.13
50	2.32	85	1.12
51	2.25	86	1.11
52	2.18	87	1.10
53	2.12	88	1.09
54	2.06	89	1.09
55	2.00	90	1.08
56	1.94	91	1.07
57	1.89	92	1.07
58	1.84	93	1.06
59	1.79	94	1.06
60	1.75	95	1.05
61	1.70	96	1.05
62	1.66	97	1.05
63	1.62	98	1.04
64	1.59	99	1.04
65	1.55	100+	1.00
66	1.52		
67	1.49		
68	1.45		
69	1.43		

SCHEDULE PAGE (cont'd)

**COVERAGE PROTECTION GUARANTEE YEARLY RENEWABLE TERM (YRT) RATES AND
YRT ACCUMULATION FACTORS PER \$1,000 OF SPECIFIED AMOUNT**

Attained Age	Monthly YRT Rates	YRT Accumulation Factor	Attained Age	Monthly YRT Rates	YRT Accumulation Factor
35	1.15768	1.00337	68	2.48732	1.00506
36	0.07773	1.00337	69	2.71414	1.00522
37	0.09370	1.00338	70	2.97714	1.00542
38	0.10968	1.00339	71	3.29868	1.00565
39	0.12564	1.00339	72	3.67457	1.00592
40	0.14055	1.00340	73	4.06959	1.00622
41	0.15651	1.00341	74	4.49445	1.00653
42	0.17462	1.00343	75	4.94484	1.00687
43	0.19379	1.00344	76	5.43891	1.00726
44	0.21615	1.00346	77	6.01282	1.00771
45	0.24383	1.00348	78	6.67617	1.00824
46	0.27471	1.00350	79	7.41726	1.00884
47	0.31093	1.00351	80	8.23714	1.00952
48	0.34819	1.00353	81	9.12409	1.01025
49	0.38439	1.00354	82	10.05580	1.01104
50	0.41740	1.00356	83	11.06626	1.01192
51	0.45360	1.00359	84	12.18428	1.01290
52	0.49618	1.00362	85	13.42263	1.01400
53	0.54730	1.00366	86	14.77490	1.01524
54	0.60054	1.00371	87	16.22619	1.01659
55	0.66442	1.00376	88	17.75840	1.01806
56	0.73365	1.00382	89	19.35132	1.01963
57	0.80604	1.00387	90	20.91975	1.02123
58	0.88269	1.00393	91	22.44452	1.02283
59	0.97108	1.00399	92	24.02889	1.02455
60	1.10737	1.00407	93	25.68997	1.02640
61	1.23834	1.00416	94	27.42769	1.02840
62	1.39167	1.00427	95	29.19734	1.03043
63	1.55670	1.00439	96	31.00429	1.03246
64	1.73133	1.00451	97	32.92941	1.03469
65	1.91233	1.00464	98	34.98230	1.03713
66	2.09549	1.00477	99	37.17257	1.03983
67	2.28715	1.00491			

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

EFFECTIVE DATE OF RIDER: 10/15/2008

DISABILITY WAIVER OF PREMIUM RIDER

Premium Waiver Limit \$1,804.70

TABLE OF MONTHLY COST OF INSURANCE

ATTAINED AGE	COST	ATTAINED AGE	COST
35	9.47468	50	16.54910
36	9.47468	51	18.94935
37	9.47468	52	19.70732
38	9.47468	53	21.80078
39	9.47468	54	24.21907
40	9.47468	55	27.37730
41	9.47468	56	31.43787
42	9.47468	57	33.83813
43	9.47468	58	36.68955
44	9.47468	59	39.39660
45	12.93970	60	33.08015
46	12.93970	61	26.76370
47	13.84205	62	20.44725
48	14.43760	63	14.13080
49	15.19557	64	7.81435

SCHEDULE PAGE (cont'd)

POLICY NUMBER: XX-XXXXXXX-X

EFFECTIVE DATE OF RIDER: 10/15/2008

ACCIDENTAL DEATH BENEFIT RIDER

Table of Monthly Cost of Insurance Per \$1,000

ATTAINED AGE	COST	ATTAINED AGE	COST
35	0.10833	51	0.12167
36	0.10917	52	0.12250
37	0.11000	53	0.12333
38	0.11083	54	0.12417
39	0.11167	55	0.12500
40	0.11250	56	0.12500
41	0.11333	57	0.12500
42	0.11417	58	0.12500
43	0.11500	59	0.12500
44	0.11583	60	0.12500
45	0.11667	61	0.12500
46	0.11750	62	0.12500
47	0.11833	63	0.12500
48	0.11917	64	0.12500
49	0.12000		
50	0.12083		



17900 N. Laurel Park Drive, Livonia, MI 48152-3985
(800) 624-1662

ACCELERATED DEATH BENEFIT ENDORSEMENT SUMMARY AND DISCLOSURE STATEMENT

IMPORTANT NOTICE

BENEFITS PROVIDED BY THE POLICY WILL BE REDUCED IF THE ACCELERATED DEATH BENEFIT IS PAID. THE DEATH BENEFIT AND OTHER POLICY VALUES SUCH AS ACCUMULATION VALUES, SURRENDER VALUES AND LOAN VALUES WILL BE PROPORTIONATELY REDUCED.

BENEFITS PAID UNDER THE ENDORSEMENT MAY BE TAXABLE. TAX LAWS RELATING TO ACCELERATION OF LIFE INSURANCE BENEFITS ARE COMPLEX. WE OR OUR AGENTS CANNOT PROVIDE TAX OR LEGAL ADVICE. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR ABOUT CIRCUMSTANCES UNDER WHICH YOU COULD RECEIVE ACCELERATION OF LIFE INSURANCE BENEFITS EXCLUDABLE FROM INCOME UNDER FEDERAL LAW.

RECEIPT OF AN ACCELERATED BENEFIT MAY AFFECT YOUR, YOUR SPOUSE'S OR YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC), SUPPLEMENTARY SOCIAL SECURITY INCOME (SSI), AND DRUG ASSISTANCE PROGRAMS. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR AND WITH SOCIAL SERVICE AGENCIES CONCERNING HOW RECEIPT OF SUCH A PAYMENT WILL AFFECT YOU, YOUR SPOUSE'S AND YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE.

ELECTION OF BENEFIT

You may elect an Accelerated Death Benefit payment by Written Request. The Policy must be in force and cannot be in the Grace Period when You elect the Accelerated Death Benefit.

If We approve Your request for an Accelerated Death Benefit payment, We will make the payment in a lump sum, provided the Insured is living at the time payment is made.

GENERAL DESCRIPTION OF THE ACCELERATED BENEFIT

You or Your legal representative may request payment of up to fifty percent (50%) of the Policy's death benefit as an Accelerated Death Benefit, subject to the following:

1. The total Accelerated Death Benefit payable under all policies issued by Us on the life of the Insured may not exceed \$500,000;
2. The minimum amount of the death benefit You may elect to accelerate is \$5,000; and
3. the remaining Death Benefit payable under this Policy and any Endorsements must be at least \$5,000.

Only one Accelerated Death Benefit payment can be made under the Endorsement.

Subject to any other provisions of the Policy, upon and after the payment of the Accelerated Death Benefit, the Policy Accumulation Value will be reduced by a percentage equal to the ratio of the amount of the Accelerated Death Benefit payment to the Policy's Specified Amount. The amount of the Accelerated Death Benefit payment will first be applied toward payment of any outstanding Debt.

Upon acceleration of the death benefit, the Insured will not be reclassified to a less favorable class.

CONDITIONS

The Accelerated Death Benefit is subject to the following conditions:

1. The Insured must be diagnosed by a Physician as having a Terminal Illness while the Policy and the Endorsement are in force.
2. During the lifetime of the Insured, We must receive due proof of Terminal Illness that is acceptable to Us. As part of this proof, We may, at Our own expense, require that You be examined by a Physician of Our choice. If there are conflicting opinions, eligibility will be determined by a third medical opinion provided, at Our expense, by a Physician that the Insured and Us mutually agree on.
3. Assignees and/or irrevocable beneficiaries of the Policy, if any, must give their written consent to Our payment of an Accelerated Death Benefit. If the Policy was assigned to secure a Policy Loan, Our consent as assignee will not be required.
4. In community property states, We may require Your Spouse's written consent.
5. The Endorsement provides for the accelerated payment of a portion of Your Policy's death benefit. It is not intended to permit creditors and government agencies to cause You to involuntarily access proceeds ultimately payable to Your Beneficiary. Therefore, You are not eligible for this benefit if You are required by law to use this benefit to: (a) satisfy the claims of creditors; or (b) apply for, obtain or retain government benefits.
6. We may request You to send Us Your Policy.

You may qualify for the Accelerated Death Benefit only once.

EFFECT OF BENEFIT PAYMENT ON POLICY

Upon payment of an Accelerated Death Benefit, the Death Benefit payable under the Policy will be reduced by:

- a. the amount of the Accelerated Death Benefit payment;
- b. any additional Debt; and
- c. any accrued and unpaid interest on the Accelerated Death Benefit payment.

Where required by law, a Benefit Payment Notice will be sent to You and Your irrevocable beneficiary, if any, when We receive a request for acceleration. A Benefit Payment Notice will show the effect the Accelerated Benefit will have on Your Policy benefits.

PREMIUM CHARGES

There is no additional charge for this Endorsement.

FEES AND INTEREST

Upon payment of an Accelerated Death Benefit, We will charge:

- a. a processing fee of \$75.00. The processing fee will be deducted from the Accelerated Death Benefit payment; and
- b. interest at the rate of 7% per annum, in arrears, on the amount of the Accelerated Death Benefit payment. Any accrued and unpaid interest will be subtracted from the Policy's death benefit.

ACKNOWLEDGMENT

I/We, the undersigned, hereby acknowledge that I/we have received and read this Summary and Disclosure Statement.

Signature of Policy Owner

Signature of Policy Owner

Date

Date

Signature of Agent

Agent License Number

Date



17900 N. Laurel Park Drive, Livonia, MI 48152-3985
(800) 624-1662

ACCELERATED BENEFIT RIDER BENEFIT PAYMENT NOTICE

IMPORTANT NOTICE

BENEFITS PROVIDED BY THE POLICY WILL BE REDUCED IF THE ACCELERATED DEATH BENEFIT IS PAID. THE DEATH BENEFIT AND OTHER POLICY VALUES SUCH AS ACCUMULATION VALUES, SURRENDER VALUES AND LOAN VALUES WILL BE PROPORTIONATELY REDUCED.

BENEFITS PAID UNDER THE ENDORSEMENT MAY BE TAXABLE. TAX LAWS RELATING TO ACCELERATION OF LIFE INSURANCE BENEFITS ARE COMPLEX. WE OR OUR AGENTS CANNOT PROVIDE TAX OR LEGAL ADVICE. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR ABOUT CIRCUMSTANCES UNDER WHICH YOU COULD RECEIVE ACCELERATION OF LIFE INSURANCE BENEFITS EXCLUDABLE FROM INCOME UNDER FEDERAL LAW.

RECEIPT OF AN ACCELERATED BENEFIT MAY AFFECT YOUR, YOUR SPOUSE'S OR YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC), SUPPLEMENTARY SOCIAL SECURITY INCOME (SSI), AND DRUG ASSISTANCE PROGRAMS. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR AND WITH SOCIAL SERVICE AGENCIES CONCERNING HOW RECEIPT OF SUCH A PAYMENT WILL AFFECT YOU, YOUR SPOUSE'S AND YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE.

ACCELERATED BENEFIT PAYMENT

You have requested We pay You an Accelerated Benefit. Any such payment is subject to the eligibility and conditions outlined in the Endorsement

EFFECT OF ACCELERATED BENEFIT PAYMENT

Upon payment of an Accelerated Death Benefit, the Death Benefit payable under the Policy will be reduced by:

- a. the amount of the Accelerated Death Benefit payment;
- b. any outstanding Debt; and
- c. any accrued and unpaid interest on the Accelerated Death Benefit payment.

EFFECT OF REQUESTED ACCELERATED DEATH BENEFIT PAYMENT

Prepared for Insured: [John Doe]
Requested by Policy Owner: [John Doe]
Date Prepared: [January 1, 2018]
Policy Number: [123456789]

The following illustrates the effect Your requested payment for an Accelerated Death Benefit has on Your Policy.

Before Accelerated Death Benefit Election

Policy Death Benefit	[\$100,000.00]
Policy Accumulation Value	[\$50,000.00]
Outstanding Policy Loan	[\$1,500.00]
Policy Death Proceeds Payable	[\$98,500.00]
Annual Planned Periodic Premium	[\$2,100.00]

Accelerated Death Benefit Election

Policy Death Benefit	[\$100,000.00]
[50%] Election	[\$50,000.00]
Less Processing Fee	[\$75.00]
Less Outstanding Policy Loan	[\$1,500.00]
Accelerated Death Benefit Payable	[\$48,425.00]

Immediately After Payment of the Accelerated Death Benefit

Policy Death Benefit	[\$100,000.00]
Less Accelerated Death Benefit elected	[\$50,00.00]
Less 7% Interest in Arrears for the Accelerated Benefit	[\$0.00]
Less Outstanding Policy Loan	[\$0]
Policy Death Proceeds Payable	[\$50,000.00]
Policy Accumulation Value	[\$25,000.00]
Annual Planned Periodic Premium	[\$2,100.00]

ACKNOWLEDGMENT

I/We, the undersigned, hereby acknowledge that I/we have received and read this Benefit Payment Notice.

Signature of Policy Owner

Signature of Policy Owner

Date

Date

SERFF Tracking Number: AAAL-125719771 State: Arkansas
 Filing Company: AAA Life Insurance Company State Tracking Number: 39512
 Company Tracking Number: UL-4501 ET AL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Flexible Premium Adjustable Life Insurance
 Project Name/Number: Lifetime UL-08/Lifetime UL-08

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Disability Waiver of Premium Rider	07/02/2008	UL-4503DWP .pdf
No original date	Form	Accelerated Death Benefit Endorsement	07/02/2008	UL-4502XDB .pdf
No original date	Supporting Document	AR Cover Letter	07/02/2008	AR over letter.pdf



17900 N. Laurel Park Drive, Livonia, MI 48152-3985

DISABILITY WAIVER OF PREMIUM RIDER

This Rider is a part of the Policy to which it is attached. It is subject to all provisions and definitions of the Policy unless stated otherwise in this Rider.

EFFECTIVE DATE: The Effective Date of this Rider is the Effective Date shown on the Schedule of Benefits and Premiums Page ("Policy Schedule Page").

This Rider will not become effective unless the Policy is in force.

CONSIDERATION: We issue this Rider in consideration of the Application for this Rider and payment of its first Premium. The monthly cost of insurance for this Rider is shown in the Policy Schedule Page. If the Policy Specified Amount changes, a new Policy Schedule Page will be issued with revised monthly cost of insurance for this Rider.

EXPIRY DATE: The date coverage ends under this Rider is shown in the Policy Schedule Page.

INSURED: The person named as the Insured in the Policy Schedule Page.

SICKNESS OR DISEASE: Sickness or Disease diagnosed and treated while this Rider is in force. Sickness also means medical conditions admitted in the Application.

INJURY: An accidental bodily injury sustained by the Insured as the direct result of an accident, independent of disease or bodily or mental illness or infirmity or any other cause, and which occurs while this Rider is in force.

TOTAL DISABILITY and TOTALLY DISABLED: A disability which:

1. results solely from injury or disease which first manifests itself while this Rider is in force; and
2. which
 - (i) **During the first 24 months of Total Disability**, the Insured is unable to perform the substantial and material duties of their job due to sickness or accidental bodily injury; and
 - (ii) **After the first 24 months of Total Disability**, the Insured, due to sickness or accidental bodily injury, is unable to perform any of the substantial and material duties of their job, or any other job for which they become reasonably qualified by education, training or experience.
3. begins before Age 65.

If the Insured is not gainfully employed on a full time basis away from his or her residence when Total Disability begins, Total Disability will mean the inability to engage in the normal activities of a person reasonably qualified by education, training, or experience.

BENEFIT: The premiums waived under this Rider include the annual equivalent of the lesser of:

- a. the Planned Periodic Premium at the time of Total Disability; or
- b. the Premium Waiver Limit which is shown in the Policy Schedule Page.

All Policy charges will continue to be applied. Loan interest due and accrued will not be waived. If at any time the Debt equals or exceeds the Cash Surrender Value, the Grace Period provision of the Policy will apply.

If the Total Disability starts while this Rider is in force and the Total Disability lasts for a period of six (6) consecutive months, We will then waive the premiums for Policy Months after the six (6) month period.

If the Insured's Total Disability begins before the Policy Anniversary of the Insured's Attained Age 60, We will waive all premiums under the Policy while the Insured remains Totally Disabled. If the period of Total Disability extends beyond the Insured's Attained Age 65, We will waive all further premiums while the Insured remains Totally Disabled.

If the Insured's Total Disability begins after the Policy Anniversary of the Insured's Attained Age 60, We will waive all premiums while the Insured remains Totally Disabled, but only up to the Policy Anniversary of the Insured's Attained Age 65.

Until the Insured's Total Disability has lasted six (6) months, premiums must be paid if required. We will return the premiums paid during such six (6) month period to the Policy if the Insured remains Totally Disabled.

Unless Written Notice of Total Disability is given to Us as soon as reasonably possible, We will not waive any premium received after one (1) year before We receive the Written Notice at our Home Office.

This Waiver of Premium benefit does not apply to the Total Disability of any person other than the person named as the Insured in the Policy Schedule.

EXCLUSIONS: No benefit will be provided under this Rider if the Insured's Total Disability:

1. results from any attempt at suicide or intentionally self-inflicted injury while sane or insane;
2. results from voluntary intake or use by any means of:
 - (i) Any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions; or
 - (ii) Poison, gas or fumes, unless a direct result of an occupational accident;
3. results from an act of war, declared or undeclared; (removed exclusion 4 re: armed services and renumbered the rest)
4. results from an accident which occurred before the Effective Date of this Rider;
5. results from a condition or disease that first manifested itself before the Effective Date of this Rider;
6. results directly or indirectly from active participation in a riot, insurrection, or terrorist activity. An exclusion for riot or insurrection is limited to instigators and does not include civil commotion, disorder, injury as an innocent bystander, or injury for self defense; or
7. results from committing or attempting to commit a felony;
8. caused or contributed to by intoxication as defined by the jurisdiction where the disability occurred;
9. caused or materially contributed to by participation in an illegal occupation or activity; and/or
10. caused or contributed to by any condition disclosed in the application and explicitly excluded in a form attached to the Policy.
11. begins prior to the Policy Anniversary of the Insured's Attained Age 15; or
12. begins after the Policy Anniversary of the Insured's Attained Age 65.

INCONTESTABILITY: We will not contest this Rider after it has been in force during the lifetime of the Insured for two years from the date of its issue, excluding any period when the Insured was totally disabled, except for fraud in the procurement of the form, when permitted by applicable law in the state where the Policy is delivered or issued for delivery. After this Rider has been in force for two years from the effective date of reinstatement, We will not contest a claim based on statements made in the application for reinstatement.

NOTICE OF CLAIM: We must receive Written Notice of claim at Our Home Office informing Us that the Insured is Totally Disabled. We must receive the Written Notice:

1. while the Insured is alive;
2. while the Insured is Totally Disabled; and
3. within 12 months of the start of the Insured's Total Disability.

If We do not receive such Written Notice, We will not waive premiums that are paid more than 12 months before We receive the Written Notice.

PROOF OF TOTAL DISABILITY: We must receive proof of Total Disability at Our Home Office within 6 months after Written Notice of Total Disability is given to Us. If it is not reasonably possible to give the proof within six 6 months, Your claim is not affected if the proof is sent as soon as reasonably possible. But, unless You are legally incapacitated, We must receive proof within 1 year of the time it is otherwise required.

PROOF OF CONTINUANCE OF TOTAL DISABILITY: During the first 2 years after We receive proof of the Insured's Total Disability, We may at reasonable intervals, but not more than once every 30 days, require proof that the Insured is still Totally Disabled. Thereafter, We may require proof once a year that the Insured is still Totally Disabled. As part of any proof, We may require the Insured to be examined, at Our expense, by a physician chosen by Us.

If We do not receive proof that the Insured is still Totally Disabled, or if the Insured is no longer Totally Disabled, We will stop waiving the premiums.

TOTAL DISABILITY STARTING DURING THE GRACE PERIOD: If Total Disability begins during a Grace Period, We require You to add sufficient funds to the Accumulation Value to ensure that any overdue premiums can be taken to avoid a lapse of insurance before We approve the Waiver benefit claim.

CHANGE IN INSURANCE DURING TOTAL DISABILITY: You may not change the Insured's Policy benefits while the premiums are being waived.

NONFORFEITURE VALUES: This Rider does not have Cash Surrender Values or Loan Values.

TERMINATION: This Rider will terminate on the earliest of:

1. its Expiry Date as shown in the Policy Schedule Page;
2. the date the Policy this Rider is attached to terminates; or
3. when the Owner requests to Us in writing that We cancel it.

Termination of this Rider will not affect the payment of a claim submitted for a Total Disability that began while this Rider was in force.

Signed for the AAA Life Insurance Company at its Home Office in Livonia, Michigan.



Harold W. Huffstetler, Jr., President



Robert J. Dotson, Secretary



(A Stock Company)

17900 N. Laurel Park Drive, Livonia, MI 48152-3985

ACCELERATED DEATH BENEFIT ENDORSEMENT

(THIS IS NOT A LONG -TERM CARE BENEFIT)

IMPORTANT NOTICE: POLICY BENEFITS WILL BE REDUCED IF THE ACCELERATED DEATH BENEFIT IS PAID. THE DEATH BENEFIT AND OTHER POLICY VALUES SUCH AS CASH VALUES, CASH SURRENDER VALUES, AND LOAN VALUES WILL BE PROPORTIONATELY REDUCED.

BENEFITS PAID UNDER THIS ENDORSEMENT MAY BE TAXABLE AND MAY AFFECT YOUR ELIGIBILITY FOR GOVERNMENT PROGRAMS SUCH AS MEDICAID OR OTHER BENEFITS UNDER STATE OR FEDERAL LAW. YOU SHOULD CONTACT YOUR TAX ADVISOR ABOUT THE IMPACT OF THIS BENEFIT ON YOUR PERSONAL SITUATION. WE OR OUR AGENTS CANNOT PROVIDE TAX OR LEGAL ADVICE.

This Endorsement becomes a part of the Policy. It will remain in effect only while the Policy remains in effect. It is governed by the terms of the Policy not in conflict with the provisions of this Endorsement.

EFFECTIVE DATE: The Effective Date of this Endorsement is the Policy Effective Date on the Schedule of Benefits and Premiums ("Policy Schedule Page"). If We reinstate coverage under this Endorsement, its Effective Date will be shown in a new Policy Schedule Page.

This Endorsement will not become effective unless the Policy is in force.

BENEFIT: This Endorsement allows You to request an Accelerated Death Benefit Amount subject to all the provisions of this Policy. It does not provide health, nursing home, or long-term care insurance.

INSURED: The Insured named on the Schedule Page is covered by this Endorsement.

PHYSICIAN: A doctor of medicine (M.D.) or osteopathy (D.O.) licensed to practice medicine or surgery, by the state where he or she practices medicine or surgery. A Physician may not be the spouse, child, sibling, parent, grandparent, grandchild, or in-law of the Insured.

TERMINAL CONDITION: A medical condition expected to result in the Insured's death within 12 months or less, in spite of appropriate medical care.

ELIGIBILITY: We require Written Proof from a licensed physician that the Insured suffers from a Terminal Condition. We may also require the Insured to be examined, at Our expense, by a Physician We choose. If there are conflicting opinions, eligibility will be determined by a third medical opinion provided, at Our expense, by a Physician that the Insured and Us mutually agree on.

We also require:

1. a completed request for Accelerated Death Benefit form; and
2. the written consent of any Irrevocable Beneficiary or Assignee.

We will pay the Accelerated Death Benefit upon Our receipt of the due Written Proof of eligibility.

CONDITIONS FOR ACCELERATED BENEFIT: We will not permit creditors or government agencies to cause the Owner to involuntarily access proceeds intended for the Beneficiary. The Owner is not eligible for this Benefit if required by law to use it to:

1. satisfy the claims of creditors; or
2. apply for, obtain or retain government Benefits.

The Policy must be in force but not in the Grace Period when You apply for this Benefit.

EXCLUSION: This Benefit will not be available if the Terminal Illness is caused by an injury sustained in an attempted suicide within two years of the Policy Effective Date.

INCONTESTABILITY: We cannot contest this Rider after it has been in force during the lifetime of the Insured for 2 years from its effective date.

We cannot contest any increase in insurance amount after such increase has been in force during the lifetime of the Insured for 2 years from its effective date.

ACCELERATED DEATH BENEFIT AMOUNT: You may request a payment of up to fifty percent (50%) of this Policy's Specified Amount. However:

1. You may not request a total greater than \$500,000;
2. You must request at least \$5,000; and
3. the remaining Death Benefit payable under this Policy and any Endorsements must be at least \$5,000.

Only one Accelerated Death Benefit payment can be made under this Policy.

The Benefit Amount paid will reduce future cash or loan values. The Policy Cash Surrender Value will be reduced by a percentage equal to the ratio of the amount of the Accelerated Death Benefit payment to the Policy's Specified Amount.

The amount of the Accelerated Death Benefit payment will first be applied toward payment of any outstanding Debt.

METHOD OF PAYMENT: We will pay the Accelerated Death Benefit Amount in one lump sum. We will pay it to the Owner or Owner's estate while the Insured is living, unless the benefit has been otherwise assigned or designated by the Owner.

POLICY PREMIUM: There is no additional charge for this Endorsement. The Policy monthly cost of Insurance will not be affected because of any Accelerated Death Benefit payment. You must continue to pay premiums when due or within the Grace Period.

FEES AND INTEREST: We charge a processing fee of \$75 if We pay an Accelerated Death Benefit. We deduct the processing fee from the Accelerated Death Benefit.

We charge interest at the rate of 7% annually in arrears on the amount of the Accelerated Death Benefit paid.

EFFECT OF BENEFIT ON POLICY: When We pay an Accelerated Death Benefit, we will reduce the Death Benefit under the Policy by:

1. the Accelerated Death Benefit amount paid; and
2. any additional Debt; and
3. any accrued and unpaid interest on the Accelerated Death Benefit payment.

We will provide a statement to the Owner and any Irrevocable Beneficiary demonstrating the effect of the Accelerated Benefit Payment on the Policy.

TERMINATION: This Endorsement terminates on the earliest of:

1. the date the Policy this Endorsement is attached to terminates; or
2. when the Owner requests in writing that We cancel it;
3. upon death of the Insured.

Payment of an Accelerated Death Benefit will not be affected if a Terminal Condition was diagnosed before this Endorsement terminates.

Signed for the AAA Life Insurance Company at its Home Office in Livonia, Michigan.



Harold W. Huffstetler, Jr., President



Robert J. Dotson, Secretary



Barbara G. Hassell
Compliance Specialist II

17900 N. Laurel Park Drive
Livonia, Michigan 48152-3985
Phone: 734-779-2942
Fax: 734-805-2915
bhassell@aaalife.com

July 2, 2008
Arkansas Department of Insurance

AAA Life Insurance Company
NAIC No. 71854; FEIN: 52-0891929; DOI # 12882
Flexible Premium Life Insurance Policy, et al

RE: UL-4501AR Flexible Premium Adjustable Life Insurance Policy
 UL-4502XDB Accelerated Death Benefit Endorsement
 UL-4503DWP Disability Waiver of Premium Rider

Dear Reviewer:

We are submitting the above forms for your review and approval. They are being submitted in final printed format, and we reserve the right to change fonts, layouts, or company logo/address. However, we certify that the font size will never be less than the minimum 10-point as required by your state. Once approved, these forms will be marketed on a general basis through both our American Automobile Association Clubs and independent agents. This is an illustrated product. No part of this filing contains any unusual or possibly controversial items from normal Company or industry standards.

Form UL-4501AR is a Flexible Premium Adjustable Life Insurance Policy, commonly referred to as universal life insurance, issued on a smoker-distinct basis. This form will be issued to individuals from age 0 to age 85, with issue ages 0-14 issued as Standard Non-Nicotine. There is no maturity date. The policy features a Coverage Protection Guarantee, with a "Catch Up" feature. The form has achieved a Flesch readability score of 54.2. We have attached an Actuarial Memorandum that further explains the features, costs, and surrender values of the product, as well as other items required by the Compact. We are also attaching two additional Schedule of Benefits and Premium pages that reflect costs for an individual who is Table Rated, and one with a rated Flat Extra premium structure.

Form UL-4502XDB is an Accelerated Death Benefit Endorsement which is attached to the Policy at no cost, and which allows the Owner to request up to 50% of the death benefit if the Insured is terminally ill with a life expectancy of 12 months or less. This form has achieved a Flesch readability score of 50. We are attaching an Actuarial Memorandum that further explains the features of this endorsement. In addition, we are attaching two supporting documents in connection with this endorsement for your information:

- Form UL-4510XDBS, a Summary and Disclosure Statement, which is provided to the Owner at the time of application for the Policy.
- Form UL-4511XDBN, a Payment Notice that is provided to the Owner at the time an accelerated death benefit payment is made. This notice gives a numeric illustration of the affect of the payment of the benefit on the Policy.

Form UL-4503DWP is a Disability Waiver of Premium Rider, which is an optional rider offered to the Policy Owner. Under this rider we will waive monthly premiums upon our receipt of acceptable proof of the Insured's total disability, as defined in the rider. It is issued to ages 15-55 and terminates at age 65. This Rider has achieved a Flesch readability score of 53.1. We have attached an Actuarial Memorandum that further explains the features and costs of the rider.

The variables shown on the Schedule of Benefits and Premiums are self-explanatory. However, we are attaching a separate Statement of Variability for your use in reviewing these forms.



INSURANCE MARKETPLACE
STANDARDS ASSOCIATION

These forms will be used in conjunction with the following forms, which have previously been approved for use in Arkansas:

Form Number	Form Name	SERFF No.	Approval Date
LF80101APP & LF80102APP	Individual Life Insurance Application – Part 1 and Part 2	FRCS-125066808	01/02/2007
LF80100	Temporary Insurance Agreement	AAAL-125031575	01/10/2007
LF80099	Conditional Receipt	AAAL-125031575	01/10/2007
IQ1(03/04) – IQ19(03/04)	Individual Questionnaires	SERT-5Y2LBP171	04/16/2004
IQ8-01	Revised Questionnaire #8	USPH-6QALYH418	06/22/2006
LF8124AE	Aviation Exclusion Endorsement	AAAL-125397023	02/19/08
UL-3506ADB	Accidental Death Benefit Rider	AAAL-125659438	06/17/08
UL-3507CTR	Child Term Rider	AAAL-125659438	06/17/08

These forms are exempt from filing in Michigan, our state of domicile.

To the best of our knowledge and belief, this submission complies with all the relevant statutes and regulations of the State of Arkansas. It includes nothing that has been previously objected to or disapproved by your Department.

Thank you for your time and consideration in regard to this filing. Should you have any questions, or require any additional information to complete your review, please contact me directly.

Sincerely,



Barbara G. Hassell
Compliance Specialist II