Filing at a Glance

Company: AAA Life Insurance Company

Product Name: Flexible Premium Adjustable Life Insurance

SERFF Tr Num: AAAL-125659438

State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium Adjustable Life

SERFF Status: Closed

State Tr Num: 39185

Sub-TOI: L09I.001 Single Life

Co Tr Num: UL-3501 ET AL

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Barbara Hassell

Disposition Date: 09/18/2008

Date Submitted: 06/03/2008

Disposition Status: Accepted For Informational Purposes

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Accumulator 08

Project Number: UL-3501 et al

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/18/2008

State Status Changed: 06/12/2008

Corresponding Filing Tracking Number:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: We are exempt from filing in our domiciliary state of Michigan

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

Filing Description:

Please refer to our Cover Letter for a complete filing description

Company and Contact

Filing Contact Information

Barbara Hassell, Product Compliance Analyst
17900 N. Laurel Park Drive
Livonia, MI 48152-3985

bhassell@aaalife.com
(800) 624-1662 [Phone]
(734) 805-6282[FAX]

Filing Company Information

AAA Life Insurance Company
17250 Newburgh Road
Livonia, MI 48152
(734) 805-2958 ext. [Phone]

CoCode: 71854
Group Code: -99
Group Name:
FEIN Number: 52-0891929

State of Domicile: Michigan
Company Type:
State ID Number:

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	1 fiing @ $50.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AAA Life Insurance Company	$50.00	06/03/2008	20636506

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Informational Purposes	Linda Bird	09/18/2008	09/18/2008
Accepted For Informational Purposes	Linda Bird	06/17/2008	06/17/2008
Approved	Linda Bird	06/12/2008	06/12/2008

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	06/09/2008	06/09/2008	Barbara Hassell	06/12/2008	06/12/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Cover Letter - Corrected	Supporting Document	Barbara Hassell	09/17/2008	09/17/2008
Actuarial Memo	Supporting Document	Barbara Hassell	06/16/2008	06/16/2008
Waiver of	Form	Barbara Hassell	06/12/2008	06/12/2008

Monthly Deductions Rider				
Accidental Death Benefit Rider	Form	Barbara Hassell	06/12/2008	06/12/2008
Child Term Rider	Form	Barbara Hassell	06/12/2008	06/12/2008
Payor Death or Disability Rider	Form	Barbara Hassell	06/12/2008	06/12/2008
Redlined version of revisions	Supporting Document	Barbara Hassell	06/12/2008	06/12/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to re-open or note file	Note To Filer	Linda Bird	09/17/2008	09/17/2008
Request to re-open or note file.	Note To Reviewer	Barbara Hassell	09/17/2008	09/17/2008
Request to re-open	Note To Filer	Linda Bird	06/16/2008	06/16/2008
Request to re-open	Note To Reviewer	Barbara Hassell	06/13/2008	06/13/2008

SERFF Tracking Number:	*AAAL-125659438*	*State:*	*Arkansas*
Filing Company:	*AAA Life Insurance Company*	*State Tracking Number:*	*39185*
Company Tracking Number:	*UL-3501 ET AL*		
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*Flexible Premium Adjustable Life Insurance*		
Project Name/Number:	*Accumulator 08/UL-3501 et al*		

Disposition

Disposition Date: 09/18/2008

Implementation Date:

Status: Accepted For Informational Purposes

Comment: Company has made corrections to cover letter.

Rate data does NOT apply to filing.

SERFF Tracking Number:	*AAAL-125659438*	*State:*	*Arkansas*
Filing Company:	*AAA Life Insurance Company*	*State Tracking Number:*	*39185*
Company Tracking Number:	*UL-3501 ET AL*		
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*Flexible Premium Adjustable Life Insurance*		
Project Name/Number:	*Accumulator 08/UL-3501 et al*		

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)*	Cover Letter - Corrected		Yes
Supporting Document	Cover Letter		Yes
Supporting Document *(revised)*	Actuarial Memo		No
Supporting Document	Actuarial Memo		No
Supporting Document	Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Sample Schedule pages for Flat Extra and Table Ratings		Yes
Supporting Document	Accelerated Death Benefit Supporting Documents		Yes
Supporting Document	Arkansas Certifications		Yes
Supporting Document	Redlined version of revisions		Yes
Form *(revised)*	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Flexible Premium Adjustable Life Insurance Policy	Withdrawn	Yes
Form	Accelerated Death Benefit Endorsement		Yes
Form *(revised)*	Waiver of Monthly Deductions Rider		Yes
Form	Waiver of Monthly Deductions Rider	Withdrawn	Yes
Form	Primary Insured Yearly Renewable Term Life Rider		Yes
Form	Additional Insured Yearly Renewable Term Life Rider		Yes
Form *(revised)*	Accidental Death Benefit Rider		Yes
Form	Accidental Death Benefit Rider	Withdrawn	Yes
Form *(revised)*	Child Term Rider		Yes
Form	Child Term Rider	Withdrawn	Yes
Form	Guaranteed Purchase Option Rider		Yes

Form *(revised)*	Payor Death or Disability Rider		Yes
Form	Payor Death or Disability Rider	Withdrawn	Yes

Disposition

Disposition Date: 06/17/2008

Implementation Date:

Status: Accepted For Informational Purposes

Comment: Revised actuarial memo submitted for form UL-3503WMD.

Rate data does NOT apply to filing.

SERFF Tracking Number:	*AAAL-125659438*	*State:*	*Arkansas*
Filing Company:	*AAA Life Insurance Company*	*State Tracking Number:*	*39185*
Company Tracking Number:	*UL-3501 ET AL*		
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*Flexible Premium Adjustable Life Insurance*		
Project Name/Number:	*Accumulator 08/UL-3501 et al*		

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)*	Cover Letter - Corrected		Yes
Supporting Document	Cover Letter		Yes
Supporting Document *(revised)*	Actuarial Memo		No
Supporting Document	Actuarial Memo		No
Supporting Document	Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Sample Schedule pages for Flat Extra and Table Ratings		Yes
Supporting Document	Accelerated Death Benefit Supporting Documents		Yes
Supporting Document	Arkansas Certifications		Yes
Supporting Document	Redlined version of revisions		Yes
Form *(revised)*	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Flexible Premium Adjustable Life Insurance Policy	Withdrawn	Yes
Form	Accelerated Death Benefit Endorsement		Yes
Form *(revised)*	Waiver of Monthly Deductions Rider		Yes
Form	Waiver of Monthly Deductions Rider	Withdrawn	Yes
Form	Primary Insured Yearly Renewable Term Life Rider		Yes
Form	Additional Insured Yearly Renewable Term Life Rider		Yes
Form *(revised)*	Accidental Death Benefit Rider		Yes
Form	Accidental Death Benefit Rider	Withdrawn	Yes
Form *(revised)*	Child Term Rider		Yes
Form	Child Term Rider	Withdrawn	Yes
Form	Guaranteed Purchase Option Rider		Yes

Form *(revised)*	Payor Death or Disability Rider		Yes
Form	Payor Death or Disability Rider	Withdrawn	Yes

Disposition

Disposition Date: 06/12/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*AAAL-125659438*	*State:*	*Arkansas*
Filing Company:	*AAA Life Insurance Company*	*State Tracking Number:*	*39185*
Company Tracking Number:	*UL-3501 ET AL*		
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*Flexible Premium Adjustable Life Insurance*		
Project Name/Number:	*Accumulator 08/UL-3501 et al*		

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)*	Cover Letter - Corrected		Yes
Supporting Document	Cover Letter		Yes
Supporting Document *(revised)*	Actuarial Memo		No
Supporting Document	Actuarial Memo		No
Supporting Document	Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Sample Schedule pages for Flat Extra and Table Ratings		Yes
Supporting Document	Accelerated Death Benefit Supporting Documents		Yes
Supporting Document	Arkansas Certifications		Yes
Supporting Document	Redlined version of revisions		Yes
Form *(revised)*	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Flexible Premium Adjustable Life Insurance Policy	Withdrawn	Yes
Form	Accelerated Death Benefit Endorsement		Yes
Form *(revised)*	Waiver of Monthly Deductions Rider		Yes
Form	Waiver of Monthly Deductions Rider	Withdrawn	Yes
Form	Primary Insured Yearly Renewable Term Life Rider		Yes
Form	Additional Insured Yearly Renewable Term Life Rider		Yes
Form *(revised)*	Accidental Death Benefit Rider		Yes
Form	Accidental Death Benefit Rider	Withdrawn	Yes
Form *(revised)*	Child Term Rider		Yes
Form	Child Term Rider	Withdrawn	Yes
Form	Guaranteed Purchase Option Rider		Yes

Form *(revised)*	Payor Death or Disability Rider		Yes
Form	Payor Death or Disability Rider	Withdrawn	Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	06/09/2008
Submitted Date	06/09/2008
Respond By Date	

Dear Barbara Hassell,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)
- Flexible Premium Adjustable Life Insurance Policy (Form)

Comment: Regulation 19s10B requires that al new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Please refer to policy General Provisions under the Suicide provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

Please feel free to contact me if you have questions.
Sincerely,
Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	06/12/2008
Submitted Date	06/12/2008

SERFF Tracking Number:	*AAAL-125659438*	*State:*	*Arkansas*
Filing Company:	*AAA Life Insurance Company*	*State Tracking Number:*	*39185*
Company Tracking Number:	*UL-3501 ET AL*		
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*Flexible Premium Adjustable Life Insurance*		
Project Name/Number:	*Accumulator 08/UL-3501 et al*		

Dear Linda Bird,

Comments:

Response 1

Comments: Attached please find a revised form UL-3501AR, under the Forms Tab, as well as a revised Actuarial memo and the requested Certifications, under the Supporting Documents Tab.

Please note that we have made modifications to the Policy form that are in addition to the requested deletion of the Suicide provision regarding reinstatement. I direct you to pages 8, 12 and 14 of the policy, where we added wording to further clarify the policy. (Page 8-added " unless specified otherwise by the Owner" to the paragraph entitled Effective Date of Elections, Designations, Changes and Requests. Page 12 - added wording to the end of the section entitled Specified Amount Increases, regarding maintaining the Policy's qualifications under IRS Section 7702 as life insurance. Page 14 - Added an additional section entitled Illustrative Report.)

Thank you for your time and consideration.

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)
- Flexible Premium Adjustable Life Insurance Policy (Form)

Comment:

Regulation 19s10B requires that al new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Please refer to policy General Provisions under the Suicide provision. After the incontestable period expiration you may not restart upon reinstatement. Review Ark. Code Ann. 23-81-115(a)(2)(E).

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Actuarial Memo
Comment:
Satisfied -Name: Arkansas Certifications
Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Flexible Premium Adjustable Life Insurance Policy	UL-3501		Policy/Contract/Fraternal Certificate	Initial		54	UL-3501ARr1.pdf
Previous Version							
Flexible Premium Adjustable Life Insurance Policy	*UL-3501*		*Policy/Contract/Fraternal Certificate*	*Initial*		*54*	UL-3501 Policy.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Barbara Hassell

Amendment Letter

Amendment Date:

Submitted Date: 09/17/2008

Comments:

Attached please find a corrected cover letter. I have highlighted the correction.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Cover Letter - Corrected

Comment:

AR cover letter corrected 9-17.pdf

Note To Filer

Created By:

Linda Bird on 09/17/2008 01:31 PM

Subject:

Request to re-open or note file

Comments:

The filing has been re-opened in order for corrections to be made to cover letter.

Note To Reviewer

Created By:

Barbara Hassell on 09/17/2008 11:49 AM

Subject:

Request to re-open or note file.

Comments:

I would like to re-open or note this filing regarding a correction to the cover letter. On our original cover letter, I inadvertently omitted our Aviation Exclusion Endorsement from the chart of forms we will be using with these filed forms. (LF8124AE, SERFF Tracking No. AAAL-125397012, approved in AR on 2/19/08.)

Amendment Letter

Amendment Date:

Submitted Date: 06/16/2008

Comments:

Attached is a corrected Actuarial Memo for form UL-3503WMD, which was erroneously excluded from our previous update of 6/12/08.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Actuarial Memo

Comment:

Act Memo Generic 3502 XDB.pdf
Act Memo Generic 3504 PIR.pdf
Act Memo Generic 3505 AIR.pdf
Act Memo Generic 3506 ADB.pdf
Act Memo Generic 3507 CTR.pdf
Act Memo Generic 3508 GPO.pdf
Act Memo Generic 3509 PDD.pdf
Act Memo Base AR.pdf
Act Memo Generic 3503 WMDr1.pdf

Note To Filer

Created By:

Linda Bird on 06/16/2008 08:15 AM

Subject:

Request to re-open

Comments:

Filing has been re-opened in order for correction to be made.

Note To Reviewer

Created By:

Barbara Hassell on 06/13/2008 08:02 AM

Subject:

Request to re-open

Comments:

I neglected to attach a revised actuarial memo for form UL-3503WMD. I would like to re-open this filing so that I can update your information.

Amendment Letter

Amendment Date:

Submitted Date: 06/12/2008

Comments:

Attached, under the Forms Tab, are revisions to the following forms, which are intended to replace the originally filed versions:
UL-3503WMD, UL-3506ADB, UL-3507CTR and UL-3509PDD.

We are also attaching, under the Supporting Documents Tab, redlined versions of the revised forms, which highlight the new wording.

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-3503WMD	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Waiver of Monthly Deductions Rider	Initial				53	UL-3503WMD r1.pdf

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
UL-3506ADB	Policy/Contract/Fraternal Certificate: Amendment, Insert Page,	Accidental Death Benefit Rider	Initial				50	UL-3506ADB r1.pdf

Endorsement or Rider

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
UL-3507CTR	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Child Term Rider	Initial				50	UL -3507CTR r1.pdf

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
UL-3509PDD	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Payor Death or Disability Rider	Initial				50	UL-3509PDD r1.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Redlined version of revisions

Comment:

UL-3503WMD r1 redlined .pdf

UL-3506ADB r1 redlined.pdf

UL-3507CTR r1 redlined .pdf

UL-3509PDD r1 redlined .pdf

Form Schedule

Lead Form Number: UL-3501

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	UL-3501	Policy/Contract/Fraternal Certificate	Flexible Premium Adjustable Life Insurance Policy	Initial		54	UL-3501ARr1.pdf
	UL-3502XDB	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Accelerated Death Benefit Endorsement	Initial		50	UL-3502XDB.pdf
	UL-3503WMD	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Waiver of Monthly Deductions Rider	Initial		53	UL-3503WMDr1.pdf
	UL-3504PIR	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Primary Insured Yearly Renewable Term Life Rider	Initial		53	UL-3504PIR.pdf

UL-3505AIR	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Additional Insured Yearly Renewable Term Life Rider	Initial	51	UL-3505AIR.pdf
UL-3506ADB	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Accidental Death Benefit Rider	Initial	50	UL-3506ADBr1.pdf
UL-3507CTR	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Child Term Rider	Initial	50	UL -3507CTRr1.pdf
UL-3508GPO	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Guaranteed Purchase Option Rider	Initial	50	UL-3508GPO.pdf
UL-	Policy/Cont	Payor Death or	Initial	50	UL-3509PDD

3509PDDr1.pdf	ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Disability Rider	

Livonia, Michigan

Our Home Office:
17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908
(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.

Harold W. Huffstetler, Jr., President **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
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.

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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: [$1500.00]

PAYABLE: [ANNUALLY]

DEATH BENEFIT OPTION: [A]

MONTHLY NO-LAPSE PREMIUM: [$ 115.35]

ISSUE STATE: [MI]

NO-LAPSE PERIOD: 10 YEARS

[STATE] DEPARTMENT OF INSURANCE
TELEPHONE NUMBER: 800-XXX-XXXX

MINIMUM GUARANTEED INTEREST RATE: 3.00%

EXPENSE CHARGES

7% 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

ADDITIONAL RIDERS AND ENDORSEMENTS	AMOUNT	INITIAL MONTHLY COST OF INSURANCE	EXPIRY DATE
[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]
[GUARANTEED PURCHASE OPTION RIDER	$50,000	$7.88	10/15/2013]
[CHILD TERM INSURANCE RIDER	$20,000	$13.33	10/15/2073]
[PRIMARY INSURED RIDER:	$100,000	$4.76	10/15/2073]
[ADDITIONAL INSURED RIDER:	$100,000	$5.55	10/15/2073]
[WAIVER OF MONTHLY DEDUCTIONS RIDER:	N/A	$7.27	10/15/2033]

TABLE OF MONTHLY COST OF INSURANCE RATES
PER $1,000 OF NET AMOUNT AT RISK

Attained Age	Current	Maximum		Attained Age	Current	Maximum
35	0.09333	0.09333		68	1.66417	1.75917
36	0.09750	0.09750		69	1.80917	1.91917
37	0.10333	0.10333		70	1.97833	2.10583
38	0.11083	0.11083		71	2.18417	2.33250
39	0.11750	0.11750		72	2.42500	2.59750
40	0.12583	0.12667		73	2.67667	2.87667
41	0.13667	0.13750		74	2.92583	3.17667
42	0.14917	0.15083		75	3.19333	3.50333
43	0.16500	0.16667		76	3.49333	3.87167
44	0.18250	0.18417		77	3.84083	4.30000
45	0.20083	0.20333		78	4.24333	4.79750
46	0.22000	0.22250		79	4.69000	5.35500
47	0.23583	0.23833		80	5.18333	5.97667
48	0.24833	0.25083		81	5.71167	6.65250
49	0.26417	0.26667		82	6.26000	7.36833
50	0.28500	0.28750		83	6.85083	8.15000
51	0.31083	0.31417		84	7.57583	9.01917
52	0.34250	0.34667		85	8.39083	9.98583
53	0.37917	0.38417		86	9.28667	11.04917
54	0.42583	0.43167		87	10.25417	12.19833
55	0.47583	0.48500		88	11.28000	13.42000
56	0.52750	0.54000		89	12.35333	14.70167
57	0.57750	0.59333		90	13.41417	15.97833
58	0.62750	0.64667		91	14.44833	17.23500
59	0.68583	0.70917		92	15.52750	18.55167
60	0.76083	0.78500		93	16.66083	19.94000
61	0.84833	0.87750		94	17.85000	21.40250
62	0.95000	0.98500		95	19.01333	22.85083
63	1.06083	1.10250		96	20.13333	24.26500
64	1.17583	1.22500		97	21.31833	25.77167
65	1.29333	1.35250		98	22.57167	27.37833
66	1.41250	1.48167		99	23.89917	29.09250
67	1.53500	1.61667				

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

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	$ 2,490.00
2	$ 2,358.00
3	$ 2,227.00
4	$ 2,096.00
5	$ 1,965.00
6	$ 1,834.00
7	$ 1,703.00
8	$ 1,572.00
9	$ 1,441.00
10	$ 1,310.00
11	$ 1,179.00
12	$ 1,048.00
13	$ 917.00
14	$ 786.00
15	$ 655.00
16	$ 524.00
17	$ 393.00
18	$ 262.00
19	$ 131.00
20	$ 0.00

POLICY NUMBER: XX-XXXXXXX-X PRIMARY INSURED: JOHN DOE

EFFECTIVE DATE OF RIDER: 10/15/2008 BENEFIT AMOUNT: $100,000

PRIMARY INSURED RIDER

TABLE OF MONTHLY COST OF INSURANCE PER $1,000

ATTAINED AGE	CURRENT	MAXIMUM	ATTAINED AGE	CURRENT	MAXIMUM
35	0.04757	0.09333	68	1.42982	1.75917
36	0.06343	0.09750	69	1.56134	1.91917
37	0.08005	0.10333	70	1.71483	2.10583
38	0.09666	0.11083	71	1.90434	2.33250
39	0.11327	0.11750	72	2.12684	2.59750
40	0.12267	0.12667	73	2.35983	2.87667
41	0.13153	0.13750	74	2.60936	3.17667
42	0.14114	0.15083	75	2.88146	3.50333
43	0.15008	0.16667	76	3.18837	3.87167
44	0.16186	0.18417	77	3.54714	4.30000
45	0.17755	0.20333	78	3.96443	4.79750
46	0.19601	0.22250	79	4.43276	5.35500
47	0.21570	0.23833	80	4.95522	5.97667
48	0.23424	0.25083	81	5.52260	6.65250
49	0.24863	0.26667	82	6.12116	7.36833
50	0.26003	0.28750	83	6.77394	8.15000
51	0.27164	0.31417	84	7.49957	9.01917
52	0.28441	0.34667	85	8.30674	9.98583
53	0.29943	0.38417	86	9.19401	11.04917
54	0.31370	0.43167	87	10.15196	12.19833
55	0.35062	0.48500	88	11.16773	13.42000
56	0.39101	0.54000	89	12.23002	14.70167
57	0.43405	0.59333	90	13.27886	15.97833
58	0.48010	0.64667	91	14.30197	17.23500
59	0.52805	0.70917	92	15.36833	18.55167
60	0.62008	0.78500	93	16.48829	19.94000
61	0.69709	0.87750	94	17.66285	21.40250
62	0.78762	0.98500	95	18.81143	22.85083
63	0.88569	1.10250	96	19.91577	24.26500
64	0.98875	1.22500	97	21.08360	25.77167
65	1.09475	1.35250	98	22.31908	27.37833
66	1.20158	1.48167	99	23.62569	29.09250
67	1.31287	1.61667			

POLICY NUMBER: XX-XXXXXXX-X

ADDITIONAL INSURED: JANE DOE

EFFECTIVE DATE OF RIDER: 10/15/2008

ISSUE AGE: 35

RATE CLASS: Standard Non-Nicotine

GENDER: Female

ADDITIONAL INSURED RIDER

TABLE OF MONTHLY COST OF INSURANCE PER $1,000

ATTAINED AGE	CURRENT	MAXIMUM	ATTAINED AGE	CURRENT	MAXIMUM
35	0.05549	0.07667	68	0.98233	1.23333
36	0.07003	0.08250	69	1.07255	1.34333
37	0.08456	0.08750	70	1.17478	1.46750
38	0.09167	0.09167	71	1.29052	1.60917
39	0.09667	0.09667	72	1.41804	1.76417
40	0.10250	0.10250	73	1.55719	1.93333
41	0.10917	0.10917	74	1.71106	2.12083
42	0.11667	0.11667	75	1.88078	2.32667
43	0.12583	0.12583	76	2.06704	2.55250
44	0.13667	0.13667	77	2.27247	2.80250
45	0.14917	0.14917	78	2.49679	3.07500
46	0.16417	0.16417	79	2.74292	3.37417
47	0.18167	0.18167	80	3.05163	3.74583
48	0.20083	0.20083	81	3.43419	4.20250
49	0.22250	0.22250	82	3.83834	4.68583
50	0.24667	0.24667	83	4.26039	5.19333
51	0.27417	0.27417	84	4.73143	5.75917
52	0.30500	0.30500	85	5.20527	6.33250
53	0.33750	0.33750	86	5.76782	7.01000
54	0.37167	0.37167	87	6.46914	7.84667
55	0.41083	0.41083	88	7.20723	8.72917
56	0.45333	0.45333	89	7.93550	9.60750
57	0.49833	0.49833	90	8.44551	10.25417
58	0.54500	0.54500	91	8.92100	10.87250
59	0.59250	0.59250	92	9.74818	11.89750
60	0.64250	0.64250	93	10.89027	13.28667
61	0.69750	0.69750	94	12.32764	15.01667
62	0.73279	0.75583	95	13.89291	16.89917
63	0.71994	0.81750	96	15.42888	18.75333
64	0.70049	0.88500	97	16.36530	19.95667
65	0.76089	0.96000	98	16.79754	20.61000
66	0.82733	1.04167	99	17.81672	21.96583
67	0.90087	1.13250			

WAIVER OF MONTHLY DEDUCTIONS RIDER

TABLE OF MONTHLY COST OF INSURANCE

ATTAINED AGE	COST	ATTAINED AGE	COST
35	7.26705	48	11.07360
36	7.26705	49	11.65035
37	7.26705	50	12.68850
38	7.26705	51	14.53410
39	7.26705	52	15.11085
40	7.26705	53	16.72575
41	7.26705	54	18.57135
42	7.26705	55	20.99370
43	7.26705	56	24.10815
44	7.26705	57	25.95375
45	9.92010	58	28.14540
46	9.92010	59	30.22170
47	10.61220		

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		

GUARANTEED PURCHASE OPTION RIDER

Table of Monthly Cost of Insurance Per $1,000 Optional Purchase Amount

ATTAINED AGE	COST	ATTAINED AGE	COST
35	0.15750	38	0.16500
36	0.16000	39	0.16667
37	0.16250		

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 entitiy 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 48153-7908.

Initial Premium – The first premium due in consideration for this Policy.

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 No-Lapse Premium -The minimum amount required for the No-Lapse Guarantee to remain in effect.

Monthly Due Date or Monthaversary – 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. The Death Benefit Option is set to Option A and may not be changed.
3. Loans will continue as before with loan interest accruing and interest credited to loan collateral.
4. Cost of Insurance charges and administrative charge(s) will cease.
5. 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.

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 limit the amount of premium paid so that this Policy continues to qualify as a life insurance policy under Section 7702 of the Internal Revenue Code.

To remain so qualified, we may:

- refuse to accept any further premium payments; or
- return any premium payment that is in excess of such limit, unless it is needed to continue coverage under the Policy.

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 lapse if it is being continued under the No Lapse Guarantee Provision. 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.

No Lapse Guarantee
During the first ten (10) Policy Years, the Policy will not lapse if the sum of the premiums that have been paid, less any partial surrenders and any Debt, equals or exceeds the Monthly No-Lapse Premium times the number of months the Policy has been in force. The Monthly No-Lapse Premium is shown in the Schedule Page.

On a guaranteed basis, the Net Cash Surrender Value at the end of the No-Lapse Guarantee Period may be insufficient to keep the Policy in force unless an additional payment is made at that time.

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.

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 amount provided by the Death Benefit Option in effect on the date of the Insured's death; plus
- Any additional amount on the Insured's life provided by a Rider; less
- All outstanding Policy Debt.

Death Benefit Option
The Death Benefit Option in effect is shown in the Schedule Page. The three options are:

Option A. The Death Benefit will be the **GREATER** of:

- The Specified Amount on the date of death as shown in the Schedule Page; or
- The Minimum Death Benefit as described below.

Option B. The Death Benefit will be the **GREATER** of:

- The Specified Amount on the date of death as shown in the Schedule Page **PLUS** the Accumulation Value on the date of death; or
- The Minimum Death Benefit as described below.

Option C. The Death Benefit will be the **GREATER** of:

- The Specified Amount on the date of death as shown on the Schedule Page **PLUS** the premiums paid as of the date of death less all partial surrenders; or
- The Minimum Death Benefit as described below.

Minimum Death Benefit
The minimum Death Benefit is equal to a percentage of the Accumulation Value. The percentage depends on the attained Age of the Insured and is shown in the Percentage of Accumulation Value Table below.

Percentage of Accumulation Value Table					
Attained Age	Percentage	Attained Age	Percentage	Attained Age	Percentage
0-40	250%	54	157%	68	117%
41	243%	55	150%	69	116%
42	236%	56	146%	70	115%
43	229%	57	142%	71	113%
44	222%	58	138%	72	111%
45	215%	59	134%	73	109%
46	209%	60	130%	74	107%
47	203%	61	128%	75-90	105%
48	197%	62	126%	91	104%
49	191%	63	124%	92	103%
50	185%	64	122%	93	102%
51	178%	65	120%	94	101%
52	171%	66	119%	95+	100%
53	164%	67	118%		

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 Monthaversary 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 Monthly No-Lapse Premiums that apply as a result of the increase will be shown in the Schedule Page.

We may return any premium amount paid that would disqualify this Policy as a life insurance policy under Section 7702 of the Internal Revenue Code, unless it is needed to continue coverage under the Policy.

Change in Death Benefit Option
You may change the Death Benefit Option after the first Policy year to Option A or Option B, if you make a written request to Us. You may not request a change more than once per year. Changes to Option C are not permitted. The change may be subject to evidence of insurability satisfactory to Us.

You may request the following changes:

Option A to Option B
The Specified Amount after the change will equal the Specified Amount before the change less the Accumulation Value.

Option B to Option A
The Specified Amount after the change will equal the Specified Amount before the change plus the Accumulation Value.

Option C to Option A
The Specified Amount after the change will equal the Specified Amount before the change plus the premium paid, less all partial surrenders.

Option C to Option B
The Specified Amount will be adjusted as explained in the preceding sections as if it had first changed to Option A and then to Option B.

The effective date of any change will be the next Monthaversary after We approve the request. It 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 provider 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 4.75% 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.

If Death Benefit Option A is in effect, the Specified Amount will also be reduced by the amount of the partial surrender and the fee. If Death Benefit Option C is in effect, the Specified Amount will also be reduced by the amount that all partial surrenders exceed premiums paid. 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 **5.00%** 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.

Life Insurance Company

Livonia, MI

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
Non-participating

(A Stock Company)
17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

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 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.
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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 5% 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

Life Insurance Company
(A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

WAIVER OF MONTHLY DEDUCTIONS 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.

MONTHLY DEDUCTION: Includes the actual cost of insurance charges, expense charges, and costs or charges for any benefits added to the Policy by rider, endorsement or amendment, and which are specified in the Policy to be deducted from the Accumulation Value. Monthly Deductions We waive will not be taken from the Policy proceeds.

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.

WAIVER BENEFIT: If we approve a claim for this Benefit, We will waive the Monthly Deductions made under the Policy. While the Monthly Deductions are being waived, all benefits under the Policy will continue in force, until their Expiry Date as shown on the Policy Schedule Page.

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 lasts for a period of 6 consecutive months, We will credit to the Policy's Accumulation Value an amount equal to the waived Monthly Deductions taken after the first Monthaversary on or following the date the insured's Total Disability began, and the Accumulation Value will be adjusted accordingly.

If the Insured's Total Disability begins before the Policy Anniversary of the Insured's Attained Age 60, We will waive all Monthly Deductions 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 Monthly Deductions 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 Monthly Deductions 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 6 months, Monthly Deductions will be taken if required.

This Waiver Benefit applies only to the Total Disability of the Insured named on the Policy Schedule Page.

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 Monthly Deductions that are taken 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 Monthly Deductions.

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 Monthly Deductions 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 Monthly Deductions 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

Life Insurance Company
A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

PRIMARY INSURED YEARLY RENEWABLE TERM LIFE 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 shown on the Schedule of Benefits and Premiums Page ("Policy Schedule Page"). The effective date for any Rider issued after the Effective Date of the Policy, is the Monthaversary Date on or next following the date We approve Your application.

If We reinstate coverage under this Rider, the Effective Date of the reinstated coverage will be shown in a new Policy Schedule Page.

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

CONSIDERATION: This Rider is issued 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.

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

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

BENEFIT: This Rider provides life insurance on the Insured. We will pay the Primary Insured Benefit Rider Amount to the beneficiary if:

(a) the Insured dies while the Policy and this Rider are in force; and
(b) We receive acceptable proof of death.

PRIMARY INSURED BENEFIT RIDER AMOUNT: The insurance amount shown in the Policy Schedule Page.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance is the Rider's cost of insurance rate times the number of thousands of insurance amount.

Monthly cost of insurance rates will be determined by Us in the same manner as described in the Policy. We can change the cost from time to time but they will never exceed the guaranteed maximum cost shown in the TABLE OF MONTHLY COST OF INSURANCE for the Primary Insured Yearly Renewable Term Rider.

CONVERSION: If You choose, You may convert this coverage to the base Policy.

OWNERSHIP: The Owner of the Policy will be the Owner of this Rider.

REINSTATEMENT: You may reinstate this Rider, subject to the same terms as the Policy.

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 two 2 years from its effective date.

SUICIDE: If the Insured dies by suicide, while sane or insane, within 2 years after the effective date of this Rider, Our liability under this Rider will be as stated in the base Policy.

If the Insured dies by suicide, while sane or insane, within 2 years after the effective date of an increase in the amount of insurance, Our total liability with respect to such increase will be as stated in the base Policy.

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

TERMINATION: This Rider will terminate on the earlier of

1. when the Policy terminates; or
2. the Rider expiration date shown on the Policy Schedule Page; or
3. when this Rider is converted; or
4. when You write to Us and ask that We cancel it.

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

Harold W. Huffstetler, Jr., President

Robert J. Dotson, Secretary

Life Insurance Company
(A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

ADDITIONAL INSURED YEARLY RENEWABLE TERM LIFE 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 shown on the Schedule of Benefits and Premiums Page ("Policy Schedule Page").

If We reinstate coverage under this Rider, the Effective Date of the reinstated coverage will be shown in a new Policy Schedule Page.

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

CONSIDERATION: This Rider is issued 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.

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

ADDITIONAL INSURED: The person named on the Policy Schedule Page as the Additional Insured.

BENEFIT: This Rider provides life insurance on the Additional Insured. We will pay the Additional Insured Benefit Amount to the beneficiary (the Owner unless stated otherwise) if:

(a) the Additional Insured dies while the Policy and this Rider are in force; and
(b) We receive acceptable proof of death.

ADDITIONAL INSURED BENEFIT AMOUNT: The insurance amount shown in the Policy Schedule Page.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance is the Rider's cost of insurance rate times the number of thousands of insurance amount.

Monthly cost of insurance rates will be determined by Us in the same manner as described in the Policy. We can change the cost from time to time but they will never exceed the guaranteed maximum cost shown in the TABLE OF MONTHLY COST OF INSURANCE for the Additional Insured Yearly Renewable Term Rider.

CONVERSION: If You choose, You may exchange this Rider for another life insurance policy on the a Additional Insured's life. The new policy may be for any permanent plan We issue at the time of conversion. Your agent will be happy to help You with the conversion process. No proof of insurability will be required.

To convert this Rider, send Your written request for conversion to Our Home Office. Before the conversion can be effective, We must receive Your notice at Our Home Office and You must surrender this Rider to Us.

The conversion is subject to these conditions:

- this Rider must be in force;
- the additional Insured must be under Age 65 at the time of conversion;
- the amount of the new policy may not be larger than the insurance amount of this Rider on the conversion date and will be subject to Our minimum requirements;
- the issue date of the new policy will be the conversion date;
- the premium for the new policy will be based on the same premium class as this Rider, and on the Attained Age of the Additional Insured on the conversion date;
- the Suicide and Incontestability provisions in the new policy will be measured from the effective date of this Rider.

SPECIAL PROVISIONS UPON DEATH OF THE INSURED: If the Insured covered by the Policy to which this Rider is attached, dies while this Rider is in force, We will automatically continue the benefit provided by this Rider for 30 days beyond such death. Subject to the conversion conditions, above, the Additional Insured may convert this Rider during the 30 days it is continued in force.

OWNERSHIP: The Owner of the Policy will be the Owner of this Rider.

REINSTATEMENT: You may reinstate this Rider, subject to the same terms as the Policy.

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

SUICIDE: If the Additional Insured dies by suicide, while sane or insane, within 2 years after the effective date of this Rider, Our liability under this Rider will be limited to its cost of insurance.

If the Additional Insured dies by suicide, while sane or insane, within 2 years after the effective date of an increase in the amount of insurance, Our total liability with respect to such increase will be limited to its cost of insurance.

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

TERMINATION: This Rider will terminate on the earlier of

1. when the Policy terminates; or
2. the Rider expiration date shown on the Policy Schedule Page; or
3. when this Rider is converted
4. when you write to Us and ask that we cancel it.

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, Box 537908, Livonia, MI 48153-7908

ACCIDENTAL DEATH BENEFIT 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 shown on the Schedule of Benefits and Premiums Page ("Policy Schedule Page"). The effective date for any Rider issued after the Effective Date of the Policy, is the Monthaversary Date on or next following the date We approve Your application.

If We reinstate coverage under this Rider, the Effective Date of the reinstated coverage will be shown in a new Policy Schedule Page.

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

CONSIDERATION: This Rider is issued in consideration of the Application for this Rider and payment of its first Premium.

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

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

INJURY: An accidental bodily injury sustained by the Insured which is a 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.

BENEFIT: If the Insured dies due to an accident, We will pay the Accidental Death Benefit amount shown on the Policy Schedule Page to the Beneficiary. The death must occur:
1. within 180 days after the accident; and
2. while this Rider is in force.

We must receive proof that the Insured's death was accidental. We will make payment after receiving this proof and the written claim notice. We will pay this amount as part of the total death benefit of the Policy.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance is the appropriate cost of insurance rate, shown on the Policy Schedule Page times the number of thousands of Accidental Death amount.

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

NOTICE OF CLAIM: We must receive written notice of claim within 90 days after the Insured's death. However, We will not reduce or deny a claim if notice was given as soon as reasonably possible.

ACCIDENTAL DEATH: Death that results directly from accidental bodily injury.

We have the right, at Our own expense, to examine the body and ask for an autopsy unless forbidden by law.

EXCLUSIONS AND LIMITATIONS: This Rider does not provide coverage for death resulting from any of the following:

1. any attempt at suicide, or intentionally self-inflicted injury, while sane or insane;
2. an act of war, declared or undeclared;
3. operating a vehicle on land, water or in the air, with a blood alcohol level at or higher than the state legal blood alcohol level for driving;
4. voluntary intake or use by any means of
    a. any drug unless administered on the advice of a physician and taken in accordance with the physician's instructions;
    b. poison, gas or fumes, unless a direct result of an occupational accident;
5. 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;
6. committing or attempting to commit a felony;
7. disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
8. an infection not occurring as a direct result or consequence of the accidental bodily injury;
9. operating, descending from or riding in any type of aircraft. This does not apply to a fare paying or pass holding passenger with no duties on board an aircraft commercially licensed to transport passengers for hire.
11. riding any motorized vehicle or bicycle:
    a. in a competitive sport;
    b. to race or test on any speedway, race track or proving ground;
    c. for stunt riding, jumping, aerobatics or similar activity

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 the Accidental Death amount after such increase has been in force during the lifetime of the Insured for 2 years from the effective date of the increase.

TERMINATION: This Rider will terminate on the earliest of:

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

Termination of this Rider shall not affect the payment of benefits for any accident that occurred while the 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

Life Insurance Company
(A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

CHILD TERM RIDER

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

EFFECTIVE DATE: If this Rider is issued with the Policy, its Effective Date is the Effective Date shown in the Schedule of Benefits and Premiums Page ("Policy Schedule Page") and its Issue Date is the Issue Date of the Policy. The effective date for any Rider issued after the Effective Date of the Policy, is the Monthaversary Date on or next following the date We approve Your application.

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

CONSIDERATION: This Rider is issued 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.

ELIGIBLE CHILD: An Eligible Child includes all of the Insured's unmarried children, stepchildren, or legally adopted children who are at least 15 days old and under Age 19 on the date coverage first becomes effective under this Rider. An Eligible Child must be dependent upon the Insured for support and living within the Insured's household or attending an educational institution as a full-time or part-time student.

In addition, the following children will automatically be covered under this Rider:

1. any child, at least 15 days old, born to the Insured after this Rider is in force; or
2. any child, between 15 days and Age 19, who is legally adopted or becomes a stepchild of the Insured after this Rider is in force.

If the Insured no longer has any Eligible Children, You must send us a Written Notice notifying Us of such. This Rider will be remain in force and We will continue to deduct the Cost of Insurance charge for this Rider, unless the Rider terminates as outlined under the Termination provision.

EXPIRATION OF BENEFIT: For each Insured child, coverage will cease at the earliest of:
1. the date he or she is no longer considered eligible as defined under the Eligible Child provision; or
2. the date the Insured Child marries; or
3. the date he or she turns Age 25.

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

INSURED CHILD: An Eligible Child whose coverage has become effective under this Rider.

BENEFICIARY OF INSURED CHILD'S COVERAGE: On the Effective Date of this Rider, the Beneficiary is the Owner of the Policy unless otherwise stated in the Application. If the Owner predeceases the Insured and no other Beneficiary is designated, the Insured will become the Beneficiary.

BENEFIT: This Rider provides term life insurance coverage on the life of each Insured Child. We agree, subject to the conditions of this Rider, to pay the Beneficiary the amount for each Benefit Amount if:
1. an Insured Child's death occurs while the Policy and this Rider is in force; and
2. We receive due proof of death and eligibility for coverage for such Insured Child.

BENEFIT AMOUNT: The Benefit Amount payable under this Rider is the amount shown on the Policy Schedule Page.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance is shown on the Policy Schedule Page.

BENEFITS AFTER THE INSURED'S DEATH: If the death of the Insured, except by suicide while sane or insane within 2 years from the Policy's Issue Date, occurs while this Rider is in force, the insurance on the Insured Child will become paid-up term life insurance and remain in force without further payment of Premium or Cost of Insurance deductions until the earlier of:

1. the Policy Anniversary following the Insured Child's Attained Age 25; or
2. the date the Insured Child marries.

The Owner of the Insured's Child paid-up insurance will be:

1. the Insured Child if he or she is of legal Age; or
2. the Insured Child's guardian if he or she is not of legal Age.

The paid-up term insurance may be surrendered at any time for its cash value. If the paid up term insurance is surrendered within 30 days after the Policy Anniversary, the value available shall not be less than the anniversary value. The cash value above is based on Commissioner's 2001 Standard Ordinary Mortality table Age Last Birthday and 3% interest.

CONVERSION: Any Insured Child may convert his or her insurance, without evidence of insurability, to a New Policy within 31 days after the earlier of:

1. the Policy Anniversary following the Insured Child's Age 25; or
2. the date the Insured Child marries.

The New Policy may be for any permanent insurance plan We offer at the time of Conversion. To convert the insurance on an Insured Child, send Us Your Application and the first Premium for the New Policy. If You need assistance with the Conversion process please contact Your Agent or Our Home Office.

Insurance will continue to be in force on the life of the Insured Child during the 31 days allowed for Conversion.

When the insurance for an Insured Child is converted, that child will no longer be insured under this Rider.

CONVERSION DATE: The date We issue the New Policy.

NEW POLICY: The Conversion Policy.

TERMS OF THE NEW POLICY: The New Policy will be issued subject to the following terms:

1. The New Policy will be issued on the life of the Insured Child when We receive the Application for the New Policy and the first Premium payment.
2. The death benefit will be:
   a. no less than the amount of insurance then in force under this Rider, subject to Our minimum requirements; and
   b. no more than 5 times that amount.
3. It will be issued on the form and at the Premium rate for the Age and gender, in use by Us on the Effective Date of the New Policy.
4. It will be a standard Premium class.
5. The Effective Date of the New Policy will be the Conversion Date.
6. The Incontestability and Suicide provisions of the New Policy will be measured from the Effective Date of this Rider.
7. Additional Rider benefits may be attached to the New Policy only with Our consent. Such additional benefits will require proof of insurability. If included in the New Policy, these Riders will be based on the forms and Premiums rates in effect on the Conversion Date.

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

TERMINATION: This Rider will terminate on the earliest date of when:

1. We receive Your written notice that the Insured no longer has any Children eligible for coverage as defined under the Eligible Child provision; or
2. the Policy this Rider is attached to terminates; or
3. We receive Your written request to cancel this Rider.

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, Box 537908, Livonia, MI 48153-7908

GUARANTEED PURCHASE OPTION 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: This Rider is issued in consideration of the Application for this Rider and payment of its first Premium. The monthly cost of insurance for this Rider is shown on the Policy Schedule Page.

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

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

BENEFIT: This Rider lets You increase the Policy Specified Amount on certain future dates, without proof of insurability. Your agent will be happy to help You with the process.

OPTION AMOUNTS: On each option date, You may increase the Specified Amount by an amount up to the optional purchase amount shown on the Policy Schedule Page.

OPTION DATES:

1. **Regular Option Dates:** The regular optional purchase dates are the Policy Anniversaries following Your 22nd, 25th, 28th, 31st, 34th, 37th, and 40th birthdays. You have up to 60 days after a regular option date to exercise the option.

   You must send Us an additional application to increase the Policy Specified Amount. We must receive Your application and premium by the regular option date or within 60 days.

2. **Advanced Option Dates:** At certain times, You may exercise an option in advance of a regular option date. These advanced option dates are:
   - the Insured's marriage; or
   - the birth of a live child born to the Insured; or
   - legal adoption of a child by the Insured.

You have up to 60 days after the date of one of these events to exercise an option. In the case of a multiple birth, You may increase the amount by the number of live children born. (Example: If the Optional Purchase Amount is $10,000 and twins are born, You may increase the specified amount by $20,000.)

When You Exercise an advanced option date, the next regular option date is cancelled.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance is shown in the Guaranteed Purchase Option Rider TABLE OF MONTHLY COST OF INSURANCE, times the number of thousands of optional purchase amount.

CONDITIONS: All optional purchases are subject to these conditions:

1. this Rider must be in force; and
2. the effective date of the increase in Specified Amount will be the purchase option date;
3. the monthly cost of insurance rate will be based on the same premium class as this Rider and on the Attained Age of the Insured on the purchase option date; and
4. surrender charges will apply to the increases in Specified Amount effective under this Rider.
5. if the Insured dies before a purchase option date, any additional life insurance benefits which have been applied for will not take effect and any identifiable charge paid for such insurance will be refunded.

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

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. After this Rider has been in force for two years from the effective date of it's reinstatement, We will not contest a claim based on statements made in the application for reinstatement.

TERMINATION: This Rider will terminate on the earliest of:

1. its Expiry Date which is shown in the Policy Schedule Page;
2. the date when the Policy this Rider is attached to terminated; or
3. when We receive the Owner's written request to cancel it.

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

Harold W. Huffstetler, Jr., President

Robert J. Dotson, Secretary

Life Insurance Company
(A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

PAYOR DEATH OR DISABILITY RIDER

This Rider is a part of the Policy to which it is attached. It is subject to all provisions, terms, conditions, 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: This Rider is issued in consideration of the Application for this Rider and payment of its first Premium. The cost of insurance for this Rider is shown on the Policy Schedule Page. If the Base Policy Specified Amount changes, a new Policy Schedule Page will be issued with revised 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.

PAYOR: The person named as Payor in the Policy Schedule Page.

MONTHLY DEDUCTION: Includes the actual cost of insurance charges, expense charges, and costs or charges for any benefits added to the Policy by Rider, Endorsement or amendment, and which are specified in the Policy to be deducted from the Accumulation Value. No Monthly Deductions We waive shall be taken from the Policy proceeds.

SICKNESS OR DISEASE: Sickness or Disease, which is 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 Payor which is a 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 a bodily 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 Payor 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 Payor 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 60.

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

BENEFIT: If the Payor dies or becomes totally disabled, while this Rider is in force, We will waive the Monthly Deduction on the Policy and all riders attached until the Insured reaches Attained Age 25. Policy values and benefit amounts will be the same as if the waived Monthly Deductions had been paid the Payor.

Loan interest due and accrued will not be waived.

If the Total Disability starts while this Rider is in force and lasts for a period of 6 consecutive months, We will credit to the Policy's Accumulation Value an amount equal to the waived monthly deductions taken after the first Monthaversary on or following the date the Payor's total disability began, and the Accumulation Value will be adjusted accordingly.

If such Total Disability begins before and continues to the Policy Anniversary following the Payor's Attained Age 60, We will waive the Monthly Deductions until the Insured reaches age 25.

Until the Payor's Total Disability has lasted 6 months, Monthly Deductions will be taken if required.

This Waiver Benefit does not apply to the Total Disability of any person other than the Payor named in the Policy Schedule Page.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance for this Rider is shown on the Policy Schedule Page.

EXCLUSIONS: No benefit will be provided under this Rider if the Payor's Death or 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 after the Insured's Attained Age 25; or
12. begins after the Policy Anniversary of the Payor's Attained Age 60.

INCONTESTABILITY: We will not contest this Rider after it has been in force during the lifetime of the Payor for two years from the date of it's issue, excluding any period when the Payor 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 it's 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 Payor has died or is Totally Disabled. We must receive the Written Notice:

1. while the Insured is alive;
2. while the Payor is Totally Disabled, if applicable; and
3. within 12 months of the date of the Payor's death or the start of the Payor's Total Disability.

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

PROOF OF DEATH: Due proof of death will consist of

- a certified copy of the Payor's death certificate;
- other lawful evidence providing equivalent information.

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 furnished to Us. If it is not reasonably possible to give the proof within 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 CONTINUING TOTAL DISABILITY: During the first 2 years after We receive proof of the Payor's Total Disability, We may at reasonable intervals, but not more often than once every 30 days, require proof that the Payor is still Totally Disabled. Thereafter, We may require proof once a year that the Payor is still Totally Disabled. As part of any proof, We may require the Payor to be examined, at Our expense, by a physician chosen by Us.

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

DEATH OR TOTAL DISABILITY STARTING DURING THE GRACE PERIOD: If Death occurs or begins during a Grace Period, We require that sufficient funds be added to the Accumulation Value to ensure that any overdue Monthly Deductions can be taken to avoid a lapse of insurance before We approve the Waiver benefit claim.

CHANGE IN INSURANCE: No change in the Insured's Policy benefits may be made during a period that Monthly Deductions are being waived.

TERMINATION: This Rider will terminate on the earliest of:
1. its Expiry Date which is shown in the Policy Schedule Page;
2. the date when the Policy this Rider is attached to terminated;
3. when the Policyowner requests that We cancel it by notifying Us in writing.

Termination of this Rider will not affect any claim submitted for a Total Disability that began before this Rider terminated.

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

Harold W. Huffstetler, Jr., President

Robert J. Dotson, Secretary

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 05/20/2008

Comments:

Attachments:

ARGN.pdf

READABILITY CERTIFICATION.pdf

Review Status:

Satisfied -Name: Application 05/20/2008

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:

Bypassed -Name: Outline of Coverage 05/20/2008

Bypass Reason: Not applicble to this filing

Comments:

Review Status:

Satisfied -Name: Cover Letter - Corrected 09/17/2008

Comments:

Attachment:

AR cover letter corrected 9-17.pdf

Review Status:

Satisfied -Name: Statement of Variability 06/03/2008

Comments:

Attachment:

Statement of Variability.pdf

Review Status:

Satisfied -Name: Sample Schedule pages for Flat Extra and Table Ratings 06/03/2008

Comments:

Attachments:

2008 UL-3501 SCHEDULE PAGES Table Flat Extra.pdf

2008 UL-3501 SCHEDULE PAGES Table Rating.pdf

Review Status:

Satisfied -Name: Accelerated Death Benefit Supporting Documents 06/03/2008

Comments:

Attachments:

UL-3510XDBS Summary and Disclosure Statement.pdf

UL-3511XDBN - Payment Notice.pdf

Review Status:

Satisfied -Name: Arkansas Certifications 06/12/2008

Comments:

Attachments:

Arkansas Certification.pdf

Arkansas Consent.pdf

Review Status:

Satisfied -Name: Redlined version of revisions 06/12/2008

Comments:

Attachments:

UL-3503WMD r1 redlined .pdf

UL-3506ADB r1 redlined.pdf

UL-3507CTR r1 redlined .pdf

UL-3509PDD r1 redlined .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 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-3501	54.2
UL-3502XDB	50.0
UL-3503WMD	53.1
UL-3504PIR	52.9
UL-3505AIR	50.8
UL-3506ADB	50.1
UL-3507CTR	50.2
UL-3508GPO	50.3
UL-3509PDD	50.2

Company Officer: Robert J Dotson

Title: Secretary and General Counsel

May 16, 2008

Date

Barbara G. Hassell
Compliance Specialist II

17250 Newburgh Road
Livonia, Michigan 48152
Phone: 734-779-2942 Fax: 734-805-2915
bhassell@aaalife.com

June 3, 2008 / Corrected 9-17-08
Arkansas Department of Insurance

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

RE:	UL-3501	Flexible Premium Adjustable Life Insurance Policy
	UL-3502XDB	Accelerated Death Benefit Endorsement
	UL-3503WMD	Waiver of Monthly Deductions Rider
	UL-3504PIR	Primary Insured Yearly Renewable Term Rider
	UL-3505AIR	Additional Insured Yearly Renewable Term Rider
	UL-3506ADB	Accidental Death Benefit Rider
	UL-3507CTR	Child Term Rider
	UL-3508GPO	Guaranteed Purchase Option Rider
	UL-3509PDD	Payor Death or Disability 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-3501 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 10-year no-lapse guarantee. 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-3502XDB 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-3510XDBS, a Summary and Disclosure Statement, which is provided to the Owner at the time of application for the Policy.
- Form UL-3511XDBN, 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.

INSURANCE MARKETPLACE STANDARDS ASSOCIATION

Form UL-3503WMD is a Waiver of Monthly Deductions Rider, which is an optional rider offered to the Policy Owner. Under this rider we will waive monthly deductions 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 60. 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.

Form UL-3504PIR is our optional Primary Insured Yearly Renewable Term Rider. This rider provides additional life insurance coverage on the primary insured. The issue ages are 0-85, with issue ages 0-14 issued as Standard Non-Nicotine. The minimum amount of the rider is $25,000. This rider can be added either at Policy issue or after Policy issue. The benefit under this rider may be converted to the Base Policy at any time, at the request of the owner. This rider has achieved a Flesch readability score of 52.9. We are also attaching an Actuarial Memorandum that further explains the features and costs of the rider.

Form UL-3505AIR is our optional Additional Insured Yearly Renewable Term Rider. This rider provides life insurance coverage for an additional insured other than the primary insured. The issue ages are 0-85, with issue ages 0-14 issued as Standard Non-Nicotine. The minimum amount of the rider is $25,000. This rider can be added either at Policy issue or after Policy issue. The benefit under this rider may be converted to a permanent policy at any time, at the request of the owner. This rider has achieved a Flesch readability score of 50.8. We are also attaching an Actuarial Memorandum that further explains the features and costs of the rider.

Form UL-3506ADB is our optional Accidental Death Benefit Rider. It covers the named Insured in the event of an accidental death, subject to exclusions listed in the rider. It is issued to ages 15 days through age 55. Coverage under this rider ends at age 65. This rider has achieved a Flesch readability score of 50.1.
We are also attaching an Actuarial Memorandum that further explains the costs of the rider.

Form UL-3507CTR is our optional Child Term Rider. This rider covers an Insured's eligible child or children as defined in the rider. This rider allows conversion of up to 5 times the amount of coverage under the rider. This rider has achieved a Flesch readability score of 51.2. We are attaching an Actuarial Memorandum that further explains the features and costs of the rider.

Form UL-3508GPO is our optional Guaranteed Purchase Option rider, which provides the insured with specific opportunities to purchase additional coverage without providing evidence of insurability. The option amount is selected at issue, and cannot exceed $50,000; the amount exercised at the specified option opportunities can be any amount from $5,000 to the selected option amount. This issue ages for this rider are 15 days to 37 years. The rider has achieved a Flesch readability score of 50.3. We have attached an Actuarial Memorandum that further explains the features and costs of the rider.

Form UL-3509PDD is our optional Payor Death or Disability Rider. This rider will waive the monthly deductions when the Payor of the policy becomes disabled or dies. Benefits under this rider cease when the Insured reaches age 25. Rider is issued for Insureds from 15 days to 14 years. The Flesch readability score for this rider is 50.2. We have attached an Actuarial Memorandum that further explains the features and costs of the rider.

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(3/04) – IQ19(3/04	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

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.

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

Barbara G. Hassell
Compliance Specialist II

AAA LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY
Form UL-3501 – 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, decreases or the exercise of the Guaranteed Purchase Option rider. 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. Death Benefit Option – As elected on the application. The three options offered are:
        i. Option A – Level
        ii. Option B - Increasing (Specified Amount plus Accumulation Value)
        iii. Option C - Increasing (Specified Amount plus Premiums Paid less Partial Surrenders.
    l. Monthly No-Lapse Premium Amount – This amount may change as the result of a requested increase in the Specified Amount.
    m. Issue State
    n. Issue State's DOI Toll-Free Telephone number, as required by IIPRC Standards.

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. Guaranteed Purchase Option Rider – Amounts optional, from $5,000 to $50,000; the cost will vary according to the optional amount purchased; expiration date (Insured's age 40.)
    d. Child Term Insurance Rider – Child coverage amounts optional; cost will vary ($8.00 per $1,000 of coverage); expiration date (Insured's age 100)
    e. Primary Insured Rider – The coverage amount is optional, with a minimum amount of $25,000; cost is based on amount, premium class and age at issue; and expiration date (Insured's age 100).
    f. Additional Insured Rider – The coverage amount is optional, with a minimum amount of $25,000; cost is based on amount, premium class and age of Additional Insured at issue; expiration date (Insured's age 100).
    g. Waiver of Monthly Deductions Rider – Cost of insurance is based on appropriate waiver percentage and the no-lapse premium amount; expiration at Insured's age 60.

In addition there are schedule pages that are included when the Owner elects an optional Rider. These optional schedules show the non-variable monthly cost of insurance for the specific Rider as well is certain variable information relating to the Base Policy, such as the Effective Date of the Rider, and the name and premium class of the individual covered by the Rider, where appropriate. These optional schedule pages are:

Page 3PIR – Schedule for the Primary Insured Rider
Page 3AIR – Schedule for the Additional Insured Rider
Page 3WMDR – Schedule for the Waiver of Monthly Deductions Rider
Page 3ADB – Schedule for the Accidental Death Benefit Rider
Page 3GPO – Schedule for the Guaranteed Purchase Option Rider.

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 for approval with your state prior to being issued.

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:	[$1500.00]	PAYABLE:	[ANNUALLY]
DEATH BENEFIT OPTION:	[A]	MONTHLY NO-LAPSE PREMIUM:	[$ 95.84]
ISSUE STATE:	[MI]	NO-LAPSE PERIOD:	10 YEARS

[STATE] DEPARTMENT OF INSURANCE
TELEPHONE NUMBER: 800-XXX-XXXX

MINIMUM GUARANTEED INTEREST RATE: 3.00%

EXPENSE CHARGES

7% 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

ADDITIONAL RIDERS AND ENDORSEMENTS	AMOUNT	INITIAL MONTHLY COST OF INSURANCE	EXPIRY DATE
[ACCELERATED DEATH BENEFIT ENDORSEMENT	N/A	NO COST	N/A]
[AVIATION EXCLUSION ENDORSEMENT	N/A	NO COST	N/A]

POLICY NUMBER: XX-XXXXXXX-X INSURED: JOHN DOE

TABLE OF MONTHLY COST OF INSURANCE RATES
PER $1,000 OF NET AMOUNT AT RISK

Attained Age	Current	Maximum		Attained Age	Current	Maximum
35	35	0.51000	0.51000		68	1.66417
36	36	0.51417	0.51417		69	1.80917
37	37	0.52000	0.52000		70	1.97833
38	38	0.52750	0.52750		71	2.18417
39	39	0.53417	0.53417		72	2.42500
40	40	0.12583	0.12667		73	2.67667
41	41	0.13667	0.13750		74	2.92583
42	42	0.14917	0.15083		75	3.19333
43	43	0.16500	0.16667		76	3.49333
44	44	0.18250	0.18417		77	3.84083
45	45	0.20083	0.20333		78	4.24333
46	46	0.22000	0.22250		79	4.69000
47	47	0.23583	0.23833		80	5.18333
48	48	0.24833	0.25083		81	5.71167
49	49	0.26417	0.26667		82	6.26000
50	50	0.28500	0.28750		83	6.85083
51	51	0.31083	0.31417		84	7.57583
52	52	0.34250	0.34667		85	8.39083
53	53	0.37917	0.38417		86	9.28667
54	54	0.42583	0.43167		87	10.25417
55	55	0.47583	0.48500		88	11.28000
56	56	0.52750	0.54000		89	12.35333
57	57	0.57750	0.59333		90	13.41417
58	58	0.62750	0.64667		91	14.44833
59	59	0.68583	0.70917		92	15.52750
60	60	0.76083	0.78500		93	16.66083
61	61	0.84833	0.87750		94	17.85000
62	62	0.95000	0.98500		95	19.01333
63	63	1.06083	1.10250		96	20.13333
64	64	1.17583	1.22500		97	21.31833
65	65	1.29333	1.35250		98	22.57167
66	66	1.41250	1.48167		99	23.89917
67	67	1.53500	1.61667			

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

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	$ 2,490.00
2	$ 2,358.00
3	$ 2,227.00
4	$ 2,096.00
5	$ 1,965.00
6	$ 1,834.00
7	$ 1,703.00
8	$ 1,572.00
9	$ 1,441.00
10	$ 1,310.00
11	$ 1,179.00
12	$ 1,048.00
13	$ 917.00
14	$ 786.00
15	$ 655.00
16	$ 524.00
17	$ 393.00
18	$ 262.00
19	$ 131.00
20	$ 0.00

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:	[$1500.00]	PAYABLE:	[ANNUALLY]
DEATH BENEFIT OPTION:	[A]	MONTHLY NO-LAPSE PREMIUM:	[$ 108.33]
ISSUE STATE:	[MI]	NO-LAPSE PERIOD:	10 YEARS

[STATE] DEPARTMENT OF INSURANCE
TELEPHONE NUMBER: 800-XXX-XXXX

MINIMUM GUARANTEED INTEREST RATE: 3.00%

EXPENSE CHARGES

7% 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

ADDITIONAL RIDERS AND ENDORSEMENTS	AMOUNT	INITIAL MONTHLY COST OF INSURANCE	EXPIRY DATE
[ACCELERATED DEATH BENEFIT ENDORSEMENT	N/A	NO COST	N/A]
[AVIATION EXCLUSION ENDORSEMENT	N/A	NO COST	N/A]

TABLE OF MONTHLY COST OF INSURANCE RATES
PER $1,000 OF NET AMOUNT AT RISK

Attained Age	Current	Maximum		Attained Age	Current	Maximum
35	0.18667	0.18667		68	3.32833	3.51833
36	0.19500	0.19500		69	3.61833	3.83833
37	0.20667	0.20667		70	3.95667	4.21167
38	0.22167	0.22167		71	4.36833	4.66500
39	0.23500	0.23500		72	4.85000	5.19500
40	0.25167	0.25333		73	5.35333	5.75333
41	0.27333	0.27500		74	5.85167	6.35333
42	0.29833	0.30167		75	6.38667	7.00667
43	0.33000	0.33333		76	6.98667	7.74333
44	0.36500	0.36833		77	7.68167	8.60000
45	0.40167	0.40667		78	8.48667	9.59500
46	0.44000	0.44500		79	9.38000	10.71000
47	0.47167	0.47667		80	10.36667	11.95333
48	0.49667	0.50167		81	11.42333	13.30500
49	0.52833	0.53333		82	12.52000	14.73667
50	0.57000	0.57500		83	13.70167	16.30000
51	0.62167	0.62833		84	15.15167	18.03833
52	0.68500	0.69333		85	16.78167	19.97167
53	0.75833	0.76833		86	18.57333	22.09833
54	0.85167	0.86333		87	20.50833	24.39667
55	0.95167	0.97000		88	22.56000	26.84000
56	1.05500	1.08000		89	24.70667	29.40333
57	1.15500	1.18667		90	26.82833	31.95667
58	1.25500	1.29333		91	28.89667	34.47000
59	1.37167	1.41833		92	31.05500	37.10333
60	1.52167	1.57000		93	33.32167	39.88000
61	1.69667	1.75500		94	35.70000	42.80500
62	1.90000	1.97000		95	38.02667	45.70167
63	2.12167	2.20500		96	40.26667	48.53000
64	2.35167	2.45000		97	42.63667	51.54333
65	2.58667	2.70500		98	45.14333	54.75667
66	2.82500	2.96333		99	47.79833	58.18500
67	3.07000	3.23333				

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

POLICY NUMBER: XX-XXXXXXX-X INSURED: JOHN DOE

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	$ 2,490.00
2	$ 2,358.00
3	$ 2,227.00
4	$ 2,096.00
5	$ 1,965.00
6	$ 1,834.00
7	$ 1,703.00
8	$ 1,572.00
9	$ 1,441.00
10	$ 1,310.00
11	$ 1,179.00
12	$ 1,048.00
13	$ 917.00
14	$ 786.00
15	$ 655.00
16	$ 524.00
17	$ 393.00
18	$ 262.00
19	$ 131.00
20	$ 0.00

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908
(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 5% 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, Box 537908, Livonia, MI 48153-7908
(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 5% 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

Arkansas Certification

AAA Life Insurance Company
Filing forms UL-3501, 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:

Robert J. Dotson, Vice President
& General Counsel

June 10, 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 formUL-3501AR 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:

Robert J. Dotson, Vice President
& General Counsel

June 10, 2008

Life Insurance Company
(A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

WAIVER OF MONTHLY DEDUCTIONS 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.

MONTHLY DEDUCTION: Includes the actual cost of insurance charges, expense charges, and costs or charges for any benefits added to the Policy by rider, endorsement or amendment, and which are specified in the Policy to be deducted from the Accumulation Value. Monthly Deductions We waive will not be taken from the Policy proceeds.

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~~60~~.

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.

WAIVER BENEFIT: If we approve a claim for this Benefit, We will waive the Monthly Deductions made under the Policy. While the Monthly Deductions are being waived, all benefits under the Policy will continue in force, until their Expiry Date as shown on the Policy Schedule Page.

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 lasts for a period of 6 consecutive months, We will credit to the Policy's Accumulation Value an amount equal to the waived Monthly Deductions taken after the first Monthaversary on or following the date the insured's Total Disability began, and the Accumulation Value will be adjusted accordingly.

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

~~If such Total Disability begins before and continues to the Policy Anniversary following the Insured's Attained Age 60, We will waive the Monthly Deductions for as long as the Total Disability lasts.~~

Until the Insured's Total Disability has lasted 6 months, Monthly Deductions will be taken if required.

This Waiver Benefit applies only to the Total Disability of the Insured named on the Policy Schedule Page.

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 service in the armed services of any country at 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 ~~60~~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 Monthly Deductions that are taken 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 Monthly Deductions.

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 Monthly Deductions 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 Monthly Deductions 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

Life Insurance Company
(A Stock Company)
17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

ACCIDENTAL DEATH BENEFIT 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 shown on the Schedule of Benefits and Premiums Page ("Policy Schedule Page"). The effective date for any Rider issued after the Effective Date of the Policy, is the Monthaversary Date on or next following the date We approve Your application.

If We reinstate coverage under this Rider, the Effective Date of the reinstated coverage will be shown in a new Policy Schedule Page.

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

CONSIDERATION: This Rider is issued in consideration of the Application for this Rider and payment of its first Premium.

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

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

INJURY: An accidental bodily injury sustained by the Insured which is a 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.

BENEFIT: If the Insured dies due to an accident, We will pay the Accidental Death Benefit amount shown on the Policy Schedule Page to the Beneficiary. The death must occur:
1. within 180 days after the accident; and
2. while this Rider is in force.

We must receive proof that the Insured's death was accidental. We will make payment after receiving this proof and the written claim notice. We will pay this amount as part of the total death benefit of the Policy.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance is the appropriate cost of insurance rate, shown on the Policy Schedule Page times the number of thousands of Accidental Death amount.

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

NOTICE OF CLAIM: We must receive written notice of claim within 90 days after the Insured's death. However, We will not reduce or deny a claim if notice was given as soon as reasonably possible.

ACCIDENTAL DEATH: Death that results directly from accidental bodily injury.

We have the right, at Our own expense, to examine the body and ask for an autopsy unless forbidden by law.

EXCLUSIONS AND LIMITATIONS: This Rider does not provide coverage for death resulting from any of the following:

1. any attempt at suicide, or intentionally self-inflicted injury, while sane or insane;
2. an act of war, declared or undeclared;
3. ~~participating in any maneuvers or training exercises while on active duty of either domestic or foreign Armed Forces;~~
3. operating a vehicle on land, water or in the air, with a blood alcohol level at or higher than the state legal blood alcohol level for driving;
4. voluntary intake or use by any means of
    a. any drug unless administered on the advice of a physician and taken in accordance with the physician's instructions;
    b. poison, gas or fumes, unless a direct result of an occupational accident;
5. 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;
6. committing or attempting to commit a felony;
7. disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
8. an infection not occurring as a direct result or consequence of the accidental bodily injury;
9. operating, descending from or riding in any type of aircraft. This does not apply to a fare paying or pass holding passenger with no duties on board an aircraft commercially licensed to transport passengers for hire.
11. riding any motorized vehicle or bicycle:
    a. in a competitive sport;
    b. to race or test on any speedway, race track or proving ground;
    c. for stunt riding, jumping, aerobatics or similar activity

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 the Accidental Death amount after such increase has been in force during the lifetime of the Insured for 2 years from the effective date of the increase.

TERMINATION: This Rider will terminate on the earliest of:

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

Termination of this Rider shall not affect the payment of benefits for any accident that occurred while the 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

Life Insurance Company
(A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

CHILD TERM RIDER

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

EFFECTIVE DATE: If this Rider is issued with the Policy, its Effective Date is the Effective Date shown in the Schedule of Benefits and Premiums Page ("Policy Schedule Page") and its Issue Date is the Issue Date of the Policy. The effective date for any Rider issued after the Effective Date of the Policy, is the Monthaversary Date on or next following the date We approve Your application.

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

CONSIDERATION: This Rider is issued 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.

ELIGIBLE CHILD: An Eligible Child includes all of the Insured's unmarried children, stepchildren, or legally adopted children who are at least 15 days old and under Age 19 on the date coverage first becomes effective under this Rider. An Eligible Child must be dependent upon the Insured for support and living within the Insured's household or attending an educational institution as a full-time or part-time student.

In addition, the following children will automatically be covered under this Rider:

1. any child, at least 15 days old, born to the Insured after this Rider is in force; or
2. any child, between 15 days and Age 19, who is legally adopted or becomes a stepchild of the Insured after this Rider is in force.

If the Insured no longer has any Eligible Children, You must send us a Written Notice notifying Us of such. This Rider will be remain in force and We will continue to deduct the Cost of Insurance charge for this Rider, unless the Rider terminates as outlined under the Termination provision.

EXPIRATION OF BENEFIT: For each Insured child, coverage will cease at the earliest of:
1. the date he or she is no longer considered eligible as defined under the Eligible Child provision; or
2. the date the Insured Child marries; or
3. the date he or she turns Age 25.

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

INSURED CHILD: An Eligible Child whose coverage has become effective under this Rider.

BENEFICIARY OF INSURED CHILD'S COVERAGE: On the Effective Date of this Rider, the Beneficiary is the Owner of the Policy unless otherwise stated in the Application. If the Owner predeceases the Insured and no other Beneficiary is designated, the Insured will become the Beneficiary.

BENEFIT: This Rider provides term life insurance coverage on the life of each Insured Child. We agree, subject to the conditions of this Rider, to pay the Beneficiary the amount for each Benefit Amount if:
1. an Insured Child's death occurs while the Policy and this Rider is in force; and
2. We receive due proof of death and eligibility for coverage for such Insured Child.

BENEFIT AMOUNT: The Benefit Amount payable under this Rider is the amount shown on the Policy Schedule Page.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance is shown on the Policy Schedule Page.

BENEFITS AFTER THE INSURED'S DEATH: If the death of the Insured, except by suicide while sane or insane within 2 years from the Policy's Issue Date, occurs while this Rider is in force, the insurance on the Insured Child will become paid-up term life insurance and remain in force without further payment of Premium or Cost of Insurance deductions until the earlier of:

1. the Policy Anniversary following the Insured Child's Attained Age 25; or
2. the date the Insured Child marries.

The Owner of the Insured's Child paid-up insurance will be:

1. the Insured Child if he or she is of legal Age; or
2. the Insured Child's guardian if he or she is not of legal Age.

The paid-up term insurance may be surrendered at any time for its cash value. If the paid up term insurance is surrendered within 30 days after the Policy Anniversary, the value available shall not be less than the anniversary value. The cash value above is based on Commissioner's 2001 Standard Ordinary Mortality table Age Last Birthday and 3% interest.

CONVERSION: Any Insured Child may convert his or her insurance, without evidence of insurability, to a New Policy within 31 days after the earlier of:

1. the Policy Anniversary following the Insured Child's Age 25; or
2. the date the Insured Child marries.

The New Policy may be for any permanent insurance plan We offer at the time of Conversion. To convert the insurance on an Insured Child, send Us Your Application and the first Premium for the New Policy. If You need assistance with the Conversion process please contact Your Agent or Our Home Office.

Insurance will continue to be in force on the life of the Insured Child during the 31 days allowed for Conversion.

When the insurance for an Insured Child is converted, that child will no longer be insured under this Rider.

CONVERSION DATE: The date We issue the New Policy.

NEW POLICY: The Conversion Policy.

TERMS OF THE NEW POLICY: The New Policy will be issued subject to the following terms:

1. The New Policy will be issued on the life of the Insured Child when We receive the Application for the New Policy and the first Premium payment.
2. The death benefit will be:
   a. no less than the amount of insurance then in force under this Rider, subject to Our minimum requirements; and
   b. no more than 5 times that amount.
3. It will be issued on the form and at the Premium rate for the Age and gender, in use by Us on the Effective Date of the New Policy.
4. It will be a standard Premium class.
5. The Effective Date of the New Policy will be the Conversion Date.
6. The Incontestability and Suicide provisions of the New Policy will be measured from the Effective Date of this Rider.
7. Additional Rider benefits may be attached to the New Policy only with Our consent. Such additional benefits will require proof of insurability. If included in the New Policy, these Riders will be based on the forms and Premiums rates in effect on the Conversion Date.

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

TERMINATION: This Rider will terminate on the earliest date of when:

1. We receive Your written notice that the Insured no longer has any Children eligible for coverage as defined under the Eligible Child provision; or
2. the Policy this Rider is attached to terminates; or
3. We receive Your written request to cancel this Rider.

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

Harold W. Huffstetler, Jr., President

Robert J. Dotson, Secretary

Life Insurance Company
(A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

PAYOR DEATH OR DISABILITY RIDER

This Rider is a part of the Policy to which it is attached. It is subject to all provisions, terms, conditions, 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: This Rider is issued in consideration of the Application for this Rider and payment of its first Premium. The cost of insurance for this Rider is shown on the Policy Schedule Page. If the Base Policy Specified Amount changes, a new Policy Schedule Page will be issued with revised 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.

PAYOR: The person named as Payor in the Policy Schedule Page.

MONTHLY DEDUCTION: Includes the actual cost of insurance charges, expense charges, and costs or charges for any benefits added to the Policy by Rider, Endorsement or amendment, and which are specified in the Policy to be deducted from the Accumulation Value. No Monthly Deductions We waive shall be taken from the Policy proceeds.

SICKNESS OR DISEASE: Sickness or Disease, which is 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 Payor which is a 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 a bodily 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 Payor 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 Payor 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 60.

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

BENEFIT: If the Payor dies or becomes totally disabled, while this Rider is in force, We will waive the Monthly Deduction on the Policy and all riders attached until the Insured reaches Attained Age 25. Policy values and benefit amounts will be the same as if the waived Monthly Deductions had been paid the Payor.

Loan interest due and accrued will not be waived.

If the Total Disability starts while this Rider is in force and lasts for a period of 6 consecutive months, We will credit to the Policy's Accumulation Value an amount equal to the waived monthly deductions taken after the first Monthaversary on or following the date the Payor's total disability began, and the Accumulation Value will be adjusted accordingly.

If such Total Disability begins before and continues to the Policy Anniversary following the Payor's Attained Age 60, We will waive the Monthly Deductions until the Insured reaches age 25.

Until the Payor's Total Disability has lasted 6 months, Monthly Deductions will be taken ~~as~~ if required.

This Waiver Benefit does not apply to the Total Disability of any person other than the Payor named in the Policy Schedule Page.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance for this Rider is shown on the Policy Schedule Page.

EXCLUSIONS: No benefit will be provided under this Rider if the Payor's Death or 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 service in the armed services of any country at 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 after the Insured's Attained Age 25; or
12. begins after the Policy Anniversary of the Payor's Attained Age 60.

INCONTESTABILITY: We will not contest this Rider after it has been in force during the lifetime of the Payor for two years from the date of it's issue, excluding any period when the Payor 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 it's 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 Payor has died or is Totally Disabled. We must receive the Written Notice:

1. while the Insured is alive;
2. while the Payor is Totally Disabled, if applicable; and
3. within 12 months of the date of the Payor's death or the start of the Payor's Total Disability.

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

PROOF OF DEATH: Due proof of death will consist of

- a certified copy of the Payor's death certificate;
- other lawful evidence providing equivalent information.

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 furnished to Us. If it is not reasonably possible to give the proof within 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 CONTINUING TOTAL DISABILITY: During the first 2 years after We receive proof of the Payor's Total Disability, We may at reasonable intervals, but not more often than once every 30 days, require proof that the Payor is still Totally Disabled. Thereafter, We may require proof once a year that the Payor is still Totally Disabled. As part of any proof, We may require the Payor to be examined, at Our expense, by a physician chosen by Us.

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

DEATH OR TOTAL DISABILITY STARTING DURING THE GRACE PERIOD: If Death occurs or begins during a Grace Period, We require that sufficient funds be added to the Accumulation Value to ensure that any overdue Monthly Deductions can be taken to avoid a lapse of insurance before We approve the Waiver benefit claim.

CHANGE IN INSURANCE: No change in the Insured's Policy benefits may be made during a period that Monthly Deductions are being waived.

TERMINATION: This Rider will terminate on the earliest of:
1. its Expiry Date which is shown in the Policy Schedule Page;
2. the date when the Policy this Rider is attached to terminated;
3. when the Policyowner requests that We cancel it by notifying Us in writing.

Termination of this Rider will not affect any claim submitted for a Total Disability that began before this Rider terminated.

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

Harold W. Huffstetler, Jr., President

Robert J. Dotson, Secretary

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	Supporting Document	Cover Letter	06/03/2008	AR cover letter.pdf
No original date	Form	Flexible Premium Adjustable Life Insurance Policy	05/29/2008	UL-3501 Policy.pdf
No original date	Form	Waiver of Monthly Deductions Rider	05/29/2008	UL-3503WMD.pdf
No original date	Form	Accidental Death Benefit Rider	05/29/2008	UL-3506ADB.pdf
No original date	Form	Child Term Rider	05/29/2008	UL-3507CTR .pdf
No original date	Form	Payor Death or Disability Rider	05/29/2008	UL-3509PDD .pdf

Livonia, Michigan

Our Home Office:
17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908
(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.

Harold W. Huffstetler, Jr., President **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
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.

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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: [$1500.00]

PAYABLE: [ANNUALLY]

DEATH BENEFIT OPTION: [A]

MONTHLY NO-LAPSE PREMIUM: [$ 115.35]

ISSUE STATE: [MI]

NO-LAPSE PERIOD: 10 YEARS

[STATE] DEPARTMENT OF INSURANCE
TELEPHONE NUMBER: 800-XXX-XXXX

MINIMUM GUARANTEED INTEREST RATE: 3.00%

EXPENSE CHARGES

7% 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

ADDITIONAL RIDERS AND ENDORSEMENTS	AMOUNT	INITIAL MONTHLY COST OF INSURANCE	EXPIRY DATE
[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]
[GUARANTEED PURCHASE OPTION RIDER	$50,000	$7.88	10/15/2013]
[CHILD TERM INSURANCE RIDER	$20,000	$13.33	10/15/2073]
[PRIMARY INSURED RIDER:	$100,000	$4.76	10/15/2073]
[ADDITIONAL INSURED RIDER:	$100,000	$5.55	10/15/2073]
[WAIVER OF MONTHLY DEDUCTIONS RIDER:	N/A	$7.27	10/15/2033]

TABLE OF MONTHLY COST OF INSURANCE RATES
PER $1,000 OF NET AMOUNT AT RISK

Attained Age	Current	Maximum		Attained Age	Current	Maximum
35	0.09333	0.09333		68	1.66417	1.75917
36	0.09750	0.09750		69	1.80917	1.91917
37	0.10333	0.10333		70	1.97833	2.10583
38	0.11083	0.11083		71	2.18417	2.33250
39	0.11750	0.11750		72	2.42500	2.59750
40	0.12583	0.12667		73	2.67667	2.87667
41	0.13667	0.13750		74	2.92583	3.17667
42	0.14917	0.15083		75	3.19333	3.50333
43	0.16500	0.16667		76	3.49333	3.87167
44	0.18250	0.18417		77	3.84083	4.30000
45	0.20083	0.20333		78	4.24333	4.79750
46	0.22000	0.22250		79	4.69000	5.35500
47	0.23583	0.23833		80	5.18333	5.97667
48	0.24833	0.25083		81	5.71167	6.65250
49	0.26417	0.26667		82	6.26000	7.36833
50	0.28500	0.28750		83	6.85083	8.15000
51	0.31083	0.31417		84	7.57583	9.01917
52	0.34250	0.34667		85	8.39083	9.98583
53	0.37917	0.38417		86	9.28667	11.04917
54	0.42583	0.43167		87	10.25417	12.19833
55	0.47583	0.48500		88	11.28000	13.42000
56	0.52750	0.54000		89	12.35333	14.70167
57	0.57750	0.59333		90	13.41417	15.97833
58	0.62750	0.64667		91	14.44833	17.23500
59	0.68583	0.70917		92	15.52750	18.55167
60	0.76083	0.78500		93	16.66083	19.94000
61	0.84833	0.87750		94	17.85000	21.40250
62	0.95000	0.98500		95	19.01333	22.85083
63	1.06083	1.10250		96	20.13333	24.26500
64	1.17583	1.22500		97	21.31833	25.77167
65	1.29333	1.35250		98	22.57167	27.37833
66	1.41250	1.48167		99	23.89917	29.09250
67	1.53500	1.61667				

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

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	$ 2,490.00
2	$ 2,358.00
3	$ 2,227.00
4	$ 2,096.00
5	$ 1,965.00
6	$ 1,834.00
7	$ 1,703.00
8	$ 1,572.00
9	$ 1,441.00
10	$ 1,310.00
11	$ 1,179.00
12	$ 1,048.00
13	$ 917.00
14	$ 786.00
15	$ 655.00
16	$ 524.00
17	$ 393.00
18	$ 262.00
19	$ 131.00
20	$ 0.00

POLICY NUMBER: XX-XXXXXXX-X PRIMARY INSURED: JOHN DOE

EFFECTIVE DATE OF RIDER: 10/15/2008 BENEFIT AMOUNT: $100,000

PRIMARY INSURED RIDER

TABLE OF MONTHLY COST OF INSURANCE PER $1,000

ATTAINED AGE	CURRENT	MAXIMUM	ATTAINED AGE	CURRENT	MAXIMUM
35	0.04757	0.09333	68	1.42982	1.75917
36	0.06343	0.09750	69	1.56134	1.91917
37	0.08005	0.10333	70	1.71483	2.10583
38	0.09666	0.11083	71	1.90434	2.33250
39	0.11327	0.11750	72	2.12684	2.59750
40	0.12267	0.12667	73	2.35983	2.87667
41	0.13153	0.13750	74	2.60936	3.17667
42	0.14114	0.15083	75	2.88146	3.50333
43	0.15008	0.16667	76	3.18837	3.87167
44	0.16186	0.18417	77	3.54714	4.30000
45	0.17755	0.20333	78	3.96443	4.79750
46	0.19601	0.22250	79	4.43276	5.35500
47	0.21570	0.23833	80	4.95522	5.97667
48	0.23424	0.25083	81	5.52260	6.65250
49	0.24863	0.26667	82	6.12116	7.36833
50	0.26003	0.28750	83	6.77394	8.15000
51	0.27164	0.31417	84	7.49957	9.01917
52	0.28441	0.34667	85	8.30674	9.98583
53	0.29943	0.38417	86	9.19401	11.04917
54	0.31370	0.43167	87	10.15196	12.19833
55	0.35062	0.48500	88	11.16773	13.42000
56	0.39101	0.54000	89	12.23002	14.70167
57	0.43405	0.59333	90	13.27886	15.97833
58	0.48010	0.64667	91	14.30197	17.23500
59	0.52805	0.70917	92	15.36833	18.55167
60	0.62008	0.78500	93	16.48829	19.94000
61	0.69709	0.87750	94	17.66285	21.40250
62	0.78762	0.98500	95	18.81143	22.85083
63	0.88569	1.10250	96	19.91577	24.26500
64	0.98875	1.22500	97	21.08360	25.77167
65	1.09475	1.35250	98	22.31908	27.37833
66	1.20158	1.48167	99	23.62569	29.09250
67	1.31287	1.61667			

POLICY NUMBER: XX-XXXXXXX-X

ADDITIONAL INSURED: JANE DOE

EFFECTIVE DATE OF RIDER: 10/15/2008

ISSUE AGE: 35

RATE CLASS: Standard Non-Nicotine

GENDER: Female

ADDITIONAL INSURED RIDER

TABLE OF MONTHLY COST OF INSURANCE PER $1,000

ATTAINED AGE	CURRENT	MAXIMUM	ATTAINED AGE	CURRENT	MAXIMUM
35	0.05549	0.07667	68	0.98233	1.23333
36	0.07003	0.08250	69	1.07255	1.34333
37	0.08456	0.08750	70	1.17478	1.46750
38	0.09167	0.09167	71	1.29052	1.60917
39	0.09667	0.09667	72	1.41804	1.76417
40	0.10250	0.10250	73	1.55719	1.93333
41	0.10917	0.10917	74	1.71106	2.12083
42	0.11667	0.11667	75	1.88078	2.32667
43	0.12583	0.12583	76	2.06704	2.55250
44	0.13667	0.13667	77	2.27247	2.80250
45	0.14917	0.14917	78	2.49679	3.07500
46	0.16417	0.16417	79	2.74292	3.37417
47	0.18167	0.18167	80	3.05163	3.74583
48	0.20083	0.20083	81	3.43419	4.20250
49	0.22250	0.22250	82	3.83834	4.68583
50	0.24667	0.24667	83	4.26039	5.19333
51	0.27417	0.27417	84	4.73143	5.75917
52	0.30500	0.30500	85	5.20527	6.33250
53	0.33750	0.33750	86	5.76782	7.01000
54	0.37167	0.37167	87	6.46914	7.84667
55	0.41083	0.41083	88	7.20723	8.72917
56	0.45333	0.45333	89	7.93550	9.60750
57	0.49833	0.49833	90	8.44551	10.25417
58	0.54500	0.54500	91	8.92100	10.87250
59	0.59250	0.59250	92	9.74818	11.89750
60	0.64250	0.64250	93	10.89027	13.28667
61	0.69750	0.69750	94	12.32764	15.01667
62	0.73279	0.75583	95	13.89291	16.89917
63	0.71994	0.81750	96	15.42888	18.75333
64	0.70049	0.88500	97	16.36530	19.95667
65	0.76089	0.96000	98	16.79754	20.61000
66	0.82733	1.04167	99	17.81672	21.96583
67	0.90087	1.13250			

WAIVER OF MONTHLY DEDUCTIONS RIDER

TABLE OF MONTHLY COST OF INSURANCE

ATTAINED AGE	COST	ATTAINED AGE	COST
35	7.26705	48	11.07360
36	7.26705	49	11.65035
37	7.26705	50	12.68850
38	7.26705	51	14.53410
39	7.26705	52	15.11085
40	7.26705	53	16.72575
41	7.26705	54	18.57135
42	7.26705	55	20.99370
43	7.26705	56	24.10815
44	7.26705	57	25.95375
45	9.92010	58	28.14540
46	9.92010	59	30.22170
47	10.61220		

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		

POLICY NUMBER: XX-XXXXXXX-X EFFECTIVE DATE OF RIDER: 10/15/2008

GUARANTEED PURCHASE OPTION RIDER

Table of Monthly Cost of Insurance Per $1,000 Optional Purchase Amount

ATTAINED AGE	COST	ATTAINED AGE	COST
35	0.15750	38	0.16500
36	0.16000	39	0.16667
37	0.16250		

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 entitiy 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 48153-7908.

Initial Premium – The first premium due in consideration for this Policy.

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 No-Lapse Premium -The minimum amount required for the No-Lapse Guarantee to remain in effect.

Monthly Due Date or Monthaversary – 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 last Reinstatement Date, the proceeds payable will be limited to:
1. All premiums paid after such Reinstatement Date,
2. less any Debt and all partial withdrawals, and
3. less the cost of insurance for any other covered person insured by Rider incurred after the Reinstatement Date.

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. The Death Benefit Option is set to Option A and may not be changed.
3. Loans will continue as before with loan interest accruing and interest credited to loan collateral.
4. Cost of Insurance charges and administrative charge(s) will cease.
5. 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. 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.

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 limit the amount of premium paid so that this Policy continues to qualify as a life insurance policy under Section 7702 of the Internal Revenue Code.

To remain so qualified, we may:

- refuse to accept any further premium payments; or
- return any premium payment that is in excess of such limit, unless it is needed to continue coverage under the Policy.

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 lapse if it is being continued under the No Lapse Guarantee Provision. 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.

No Lapse Guarantee
During the first ten (10) Policy Years, the Policy will not lapse if the sum of the premiums that have been paid, less any partial surrenders and any Debt, equals or exceeds the Monthly No-Lapse Premium times the number of months the Policy has been in force. The Monthly No-Lapse Premium is shown in the Schedule Page.

On a guaranteed basis, the Net Cash Surrender Value at the end of the No-Lapse Guarantee Period may be insufficient to keep the Policy in force unless an additional payment is made at that time.

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.

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 amount provided by the Death Benefit Option in effect on the date of the Insured's death; plus
- Any additional amount on the Insured's life provided by a Rider; less
- All outstanding Policy Debt.

Death Benefit Option
The Death Benefit Option in effect is shown in the Schedule Page. The three options are:

Option A. The Death Benefit will be the **GREATER** of:

- The Specified Amount on the date of death as shown in the Schedule Page; or
- The Minimum Death Benefit as described below.

Option B. The Death Benefit will be the **GREATER** of:

- The Specified Amount on the date of death as shown in the Schedule Page **PLUS** the Accumulation Value on the date of death; or
- The Minimum Death Benefit as described below.

Option C. The Death Benefit will be the **GREATER** of:

- The Specified Amount on the date of death as shown on the Schedule Page **PLUS** the premiums paid as of the date of death less all partial surrenders; or
- The Minimum Death Benefit as described below.

Minimum Death Benefit
The minimum Death Benefit is equal to a percentage of the Accumulation Value. The percentage depends on the attained Age of the Insured and is shown in the Percentage of Accumulation Value Table below.

Percentage of Accumulation Value Table					
Attained Age	Percentage	Attained Age	Percentage	Attained Age	Percentage
0-40	250%	54	157%	68	117%
41	243%	55	150%	69	116%
42	236%	56	146%	70	115%
43	229%	57	142%	71	113%
44	222%	58	138%	72	111%
45	215%	59	134%	73	109%
46	209%	60	130%	74	107%
47	203%	61	128%	75-90	105%
48	197%	62	126%	91	104%
49	191%	63	124%	92	103%
50	185%	64	122%	93	102%
51	178%	65	120%	94	101%
52	171%	66	119%	95+	100%
53	164%	67	118%		

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 Monthaversary 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 Monthly No-Lapse Premiums that apply as a result of the increase will be shown in the Schedule Page.

Change in Death Benefit Option
You may change the Death Benefit Option after the first Policy year to Option A or Option B, if you make a written request to Us. You may not request a change more than once per year. Changes to Option C are not permitted. The change may be subject to evidence of insurability satisfactory to Us.

You may request the following changes:

Option A to Option B
The Specified Amount after the change will equal the Specified Amount before the change less the Accumulation Value.

Option B to Option A
The Specified Amount after the change will equal the Specified Amount before the change plus the Accumulation Value.

Option C to Option A
The Specified Amount after the change will equal the Specified Amount before the change plus the premium paid, less all partial surrenders.

Option C to Option B
The Specified Amount will be adjusted as explained in the preceding sections as if it had first changed to Option A and then to Option B.

The effective date of any change will be the next Monthaversary after We approve the request. It 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 provider 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 4.75% 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.

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.

If Death Benefit Option A is in effect, the Specified Amount will also be reduced by the amount of the partial surrender and the fee. If Death Benefit Option C is in effect, the Specified Amount will also be reduced by the amount that all partial surrenders exceed premiums paid. 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 **5.00%** 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.

Life Insurance Company

Livonia, MI

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
Non-participating

Life Insurance Company
(A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

WAIVER OF MONTHLY DEDUCTIONS 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.

MONTHLY DEDUCTION: Includes the actual cost of insurance charges, expense charges, and costs or charges for any benefits added to the Policy by rider, endorsement or amendment, and which are specified in the Policy to be deducted from the Accumulation Value. Monthly Deductions We waive will not be taken from the Policy proceeds.

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 60.

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.

WAIVER BENEFIT: If we approve a claim for this Benefit, We will waive the Monthly Deductions made under the Policy. While the Monthly Deductions are being waived, all benefits under the Policy will continue in force, until their Expiry Date as shown on the Policy Schedule Page.

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 lasts for a period of 6 consecutive months, We will credit to the Policy's Accumulation Value an amount equal to the waived Monthly Deductions taken after the first Monthaversary on or following the date the insured's Total Disability began, and the Accumulation Value will be adjusted accordingly.

If such Total Disability begins before and continues to the Policy Anniversary following the Insured's Attained Age 60, We will waive the Monthly Deductions for as long as the Total Disability lasts.

Until the Insured's Total Disability has lasted 6 months, Monthly Deductions will be taken if required.

This Waiver Benefit applies only to the Total Disability of the Insured named on the Policy Schedule Page.

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 service in the armed services of any country at war, declared or undeclared;
5. results from an accident which occurred before the Effective Date of this Rider;
6. results from a condition or disease that first manifested itself before the Effective Date of this Rider;
7. 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
8. results from committing or attempting to commit a felony;
9. caused or contributed to by intoxication as defined by the jurisdiction where the disability occurred;
10. caused or materially contributed to by participation in an illegal occupation or activity; and/or
11. caused or contributed to by any condition disclosed in the application and explicitly excluded in a form attached to the Policy.
12. begins prior to the Policy Anniversary of the Insured's Attained Age 15; or
13. begins after the Policy Anniversary of the Insured's Attained Age 60.

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 it's 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 Monthly Deductions that are taken 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 Monthly Deductions.

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 Monthly Deductions 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 Monthly Deductions 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, Box 537908, Livonia, MI 48153-7908

ACCIDENTAL DEATH BENEFIT 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 shown on the Schedule of Benefits and Premiums Page ("Policy Schedule Page"). The effective date for any Rider issued after the Effective Date of the Policy, is the Monthaversary Date on or next following the date We approve Your application.

If We reinstate coverage under this Rider, the Effective Date of the reinstated coverage will be shown in a new Policy Schedule Page.

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

CONSIDERATION: This Rider is issued in consideration of the Application for this Rider and payment of its first Premium.

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

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

INJURY: An accidental bodily injury sustained by the Insured which is a 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.

BENEFIT: If the Insured dies due to an accident, We will pay the Accidental Death Benefit amount shown on the Policy Schedule Page to the Beneficiary. The death must occur:
1. within 180 days after the accident; and
2. while this Rider is in force.

We must receive proof that the Insured's death was accidental. We will make payment after receiving this proof and the written claim notice. We will pay this amount as part of the total death benefit of the Policy.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance is the appropriate cost of insurance rate, shown on the Policy Schedule Page times the number of thousands of Accidental Death amount.

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

NOTICE OF CLAIM: We must receive written notice of claim within 90 days after the Insured's death. However, We will not reduce or deny a claim if notice was given as soon as reasonably possible.

ACCIDENTAL DEATH: Death that results directly from accidental bodily injury.

We have the right, at Our own expense, to examine the body and ask for an autopsy unless forbidden by law.

EXCLUSIONS AND LIMITATIONS: This Rider does not provide coverage for death resulting from any of the following:

1. any attempt at suicide, or intentionally self-inflicted injury, while sane or insane;
2. an act of war, declared or undeclared;
3. participating in any maneuvers or training exercises while on active duty of either domestic or foreign Armed Forces;
4. operating a vehicle on land, water or in the air, with a blood alcohol level at or higher than the state legal blood alcohol level for driving;
5. voluntary intake or use by any means of
    a. any drug unless administered on the advice of a physician and taken in accordance with the physician's instructions;
    b. poison, gas or fumes, unless a direct result of an occupational accident;
6. 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;
7. committing or attempting to commit a felony;
8. disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
9. an infection not occurring as a direct result or consequence of the accidental bodily injury;
10. operating, descending from or riding in any type of aircraft. This does not apply to a fare paying or pass holding passenger with no duties on board an aircraft commercially licensed to transport passengers for hire.
11. riding any motorized vehicle or bicycle:
    a. in a competitive sport;
    b. to race or test on any speedway, race track or proving ground;
    c. for stunt riding, jumping, aerobatics or similar activity

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 the Accidental Death amount after such increase has been in force during the lifetime of the Insured for 2 years from the effective date of the increase.

TERMINATION: This Rider will terminate on the earliest of:

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

Termination of this Rider shall not affect the payment of benefits for any accident that occurred while the 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

Life Insurance Company
(A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

CHILD TERM RIDER

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

EFFECTIVE DATE: If this Rider is issued with the Policy, its Effective Date is the Effective Date shown in the Schedule of Benefits and Premiums Page ("Policy Schedule Page") and its Issue Date is the Issue Date of the Policy. The effective date for any Rider issued after the Effective Date of the Policy, is the Monthaversary Date on or next following the date We approve Your application.

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

CONSIDERATION: This Rider is issued 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.

ELIGIBLE CHILD: An Eligible Child includes all of the Insured's unmarried children, stepchildren, or legally adopted children who are at least 15 days old and under Age 19 on the date coverage first becomes effective under this Rider. An Eligible Child must be dependent upon the Insured for support and living within the Insured's household or attending an educational institution as a full-time or part-time student.

In addition, the following children will automatically be covered under this Rider:

1. any child, at least 15 days old, born to the Insured after this Rider is in force; or
2. any child, between 15 days and Age 19, who is legally adopted or becomes a stepchild of the Insured after this Rider is in force.

If the Insured no longer has any Eligible Children, You must send us a Written Notice notifying Us of such. This Rider will be remain in force and We will continue to deduct the Cost of Insurance charge for this Rider, unless the Rider terminates as outlined under the Termination provision.

EXPIRATION OF BENEFIT: For each Insured child, coverage will cease at the earliest of:
1. the date he or she is no longer considered eligible as defined under the Eligible Child provision; or
2. the date the Insured Child marries; or
3. the date he or she turns Age 25.

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

INSURED CHILD: An Eligible Child whose coverage has become effective under this Rider.

BENEFICIARY OF INSURED CHILD'S COVERAGE: On the Effective Date of this Rider, the Beneficiary is the Owner of the Policy unless otherwise stated in the Application. If the Owner predeceases the Insured and no other Beneficiary is designated, the Insured will become the Beneficiary.

BENEFIT: This Rider provides term life insurance coverage on the life of each Insured Child. We agree, subject to the conditions of this Rider, to pay the Beneficiary the amount for each Benefit Amount if:
1. an Insured Child's death occurs while the Policy and this Rider is in force; and
2. We receive due proof of death and eligibility for coverage for such Insured Child.

BENEFIT AMOUNT: The Benefit Amount payable under this Rider is the amount shown on the Policy Schedule Page.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance is shown on the Policy Schedule Page.

BENEFITS AFTER THE INSURED'S DEATH: If the death of the Insured, except by suicide while sane or insane within 2 years from the Policy's Issue Date, occurs while this Rider is in force, the insurance on the Insured Child will become paid-up term life insurance and remain in force without further payment of Premium or Cost of Insurance deductions until the earlier of:

1. the Policy Anniversary following the Insured Child's Attained Age 25; or
2. the date the Insured Child marries.

The Owner of the Insured's Child paid-up insurance will be:

1. the Insured Child if he or she is of legal Age; or
2. the Insured Child's guardian if he or she is not of legal Age.

CONVERSION: Any Insured Child may convert his or her insurance, without evidence of insurability, to a New Policy within 31 days after the earlier of:

1. the Policy Anniversary following the Insured Child's Age 25; or
2. the date the Insured Child marries.

The New Policy may be for any permanent insurance plan We offer at the time of Conversion. To convert the insurance on an Insured Child, send Us Your Application and the first Premium for the New Policy. If You need assistance with the Conversion process please contact Your Agent or Our Home Office.

Insurance will continue to be in force on the life of the Insured Child during the 31 days allowed for Conversion.

When the insurance for an Insured Child is converted, that child will no longer be insured under this Rider.

CONVERSION DATE: The date We issue the New Policy.

NEW POLICY: The Conversion Policy.

TERMS OF THE NEW POLICY: The New Policy will be issued subject to the following terms:

1. The New Policy will be issued on the life of the Insured Child when We receive the Application for the New Policy and the first Premium payment.
2. The death benefit will be:
   a. no less than the amount of insurance then in force under this Rider, subject to Our minimum requirements; and
   b. no more than 5 times that amount.
3. It will be issued on the form and at the Premium rate for the Age and gender, in use by Us on the Effective Date of the New Policy.
4. It will be a standard Premium class.
5. The Effective Date of the New Policy will be the Conversion Date.
6. The Incontestability and Suicide provisions of the New Policy will be measured from the Effective Date of this Rider.
7. Additional Rider benefits may be attached to the New Policy only with Our consent. Such additional benefits will require proof of insurability. If included in the New Policy, these Riders will be based on the forms and Premiums rates in effect on the Conversion Date.

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

TERMINATION: This Rider will terminate on the earliest date of when:

1. We receive Your written notice that the Insured no longer has any Children eligible for coverage as defined under the Eligible Child provision; or
2. the Policy this Rider is attached to terminates; or
3. We receive Your written request to cancel this Rider.

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

Harold W. Huffstetler, Jr., President

Robert J. Dotson, Secretary

Life Insurance Company
(A Stock Company)

17900 N. Laurel Park Drive, Box 537908, Livonia, MI 48153-7908

PAYOR DEATH OR DISABILITY RIDER

This Rider is a part of the Policy to which it is attached. It is subject to all provisions, terms, conditions, 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: This Rider is issued in consideration of the Application for this Rider and payment of its first Premium. The cost of insurance for this Rider is shown on the Policy Schedule Page. If the Base Policy Specified Amount changes, a new Policy Schedule Page will be issued with revised 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.

PAYOR: The person named as Payor in the Policy Schedule Page.

MONTHLY DEDUCTION: Includes the actual cost of insurance charges, expense charges, and costs or charges for any benefits added to the Policy by Rider, Endorsement or amendment, and which are specified in the Policy to be deducted from the Accumulation Value. No Monthly Deductions We waive shall be taken from the Policy proceeds.

SICKNESS OR DISEASE: Sickness or Disease, which is 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 Payor which is a 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 a bodily 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 Payor 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 Payor 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 60.

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

BENEFIT: If the Payor dies or becomes totally disabled, while this Rider is in force, We will waive the Monthly Deduction on the Policy and all riders attached until the Insured reaches Attained Age 25. Policy values and benefit amounts will be the same as if the waived Monthly Deductions had been paid the Payor.

Loan interest due and accrued will not be waived.

If the Total Disability starts while this Rider is in force and lasts for a period of 6 consecutive months, We will credit to the Policy's Accumulation Value an amount equal to the waived monthly deductions taken after the first Monthaversary on or following the date the Payor's total disability began, and the Accumulation Value will be adjusted accordingly.

If such Total Disability begins before and continues to the Policy Anniversary following the Payor's Attained Age 60, We will waive the Monthly Deductions until the Insured reaches age 25.

Until the Payor's Total Disability has lasted 6 months, Monthly Deductions will be taken if required.

This Waiver Benefit does not apply to the Total Disability of any person other than the Payor named in the Policy Schedule Page.

COST OF INSURANCE: The monthly cost of insurance for this Rider is included in the monthly deduction for the Policy. The monthly cost of insurance for this Rider is shown on the Policy Schedule Page.

EXCLUSIONS: No benefit will be provided under this Rider if the Payor's Death or 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 service in the armed services of any country at war, declared or undeclared;
5. results from an accident which occurred before the Effective Date of this Rider;
6. results from a condition or disease that first manifested itself before the Effective Date of this Rider;
7. 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
8. results from committing or attempting to commit a felony;
9. caused or contributed to by intoxication as defined by the jurisdiction where the disability occurred;
10. caused or materially contributed to by participation in an illegal occupation or activity; and/or
11. caused or contributed to by any condition disclosed in the application and explicitly excluded in a form attached to the policy.
12. begins after the Insured's Attained Age 25; or
13. begins after the Policy Anniversary of the Payor's Attained Age 60.

INCONTESTABILITY: We will not contest this Rider after it has been in force during the lifetime of the Payor for two years from the date of it's issue, excluding any period when the Payor 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 it's 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 Payor has died or is Totally Disabled. We must receive the Written Notice:

1. while the Insured is alive;
2. while the Payor is Totally Disabled, if applicable; and
3. within 12 months of the date of the Payor's death or the start of the Payor's Total Disability.

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

PROOF OF DEATH: Due proof of death will consist of

- a certified copy of the Payor's death certificate;
- other lawful evidence providing equivalent information.

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 furnished to Us. If it is not reasonably possible to give the proof within 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 CONTINUING TOTAL DISABILITY: During the first 2 years after We receive proof of the Payor's Total Disability, We may at reasonable intervals, but not more often than once every 30 days, require proof that the Payor is still Totally Disabled. Thereafter, We may require proof once a year that the Payor is still Totally Disabled. As part of any proof, We may require the Payor to be examined, at Our expense, by a physician chosen by Us.

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

DEATH OR TOTAL DISABILITY STARTING DURING THE GRACE PERIOD: If Death occurs or begins during a Grace Period, We require that sufficient funds be added to the Accumulation Value to ensure that any overdue Monthly Deductions can be taken to avoid a lapse of insurance before We approve the Waiver benefit claim.

CHANGE IN INSURANCE: No change in the Insured's Policy benefits may be made during a period that Monthly Deductions are being waived.

TERMINATION: This Rider will terminate on the earliest of:
1. its Expiry Date which is shown in the Policy Schedule Page;
2. the date when the Policy this Rider is attached to terminated;
3. when the Policyowner requests that We cancel it by notifying Us in writing.

Termination of this Rider will not affect any claim submitted for a Total Disability that began before this Rider terminated.

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

17250 Newburgh Road
Livonia, Michigan 48152
Phone: 734-779-2942 Fax: 734-805-2915
bhassell@aaalife.com

June 3, 2008
Arkansas Department of Insurance

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

RE:	UL-3501	Flexible Premium Adjustable Life Insurance Policy
	UL-3502XDB	Accelerated Death Benefit Endorsement
	UL-3503WMD	Waiver of Monthly Deductions Rider
	UL-3504PIR	Primary Insured Yearly Renewable Term Rider
	UL-3505AIR	Additional Insured Yearly Renewable Term Rider
	UL-3506ADB	Accidental Death Benefit Rider
	UL-3507CTR	Child Term Rider
	UL-3508GPO	Guaranteed Purchase Option Rider
	UL-3509PDD	Payor Death or Disability 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-3501 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 10-year no-lapse guarantee. 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-3502XDB 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-3510XDBS, a Summary and Disclosure Statement, which is provided to the Owner at the time of application for the Policy.
- Form UL-3511XDBN, 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.

INSURANCE MARKETPLACE STANDARDS ASSOCIATION

Form UL-3503WMD is a Waiver of Monthly Deductions Rider, which is an optional rider offered to the Policy Owner. Under this rider we will waive monthly deductions 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 60. 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.

Form UL-3504PIR is our optional Primary Insured Yearly Renewable Term Rider. This rider provides additional life insurance coverage on the primary insured. The issue ages are 0-85, with issue ages 0-14 issued as Standard Non-Nicotine. The minimum amount of the rider is $25,000. This rider can be added either at Policy issue or after Policy issue. The benefit under this rider may be converted to the Base Policy at any time, at the request of the owner. This rider has achieved a Flesch readability score of 52.9. We are also attaching an Actuarial Memorandum that further explains the features and costs of the rider.

Form UL-3505AIR is our optional Additional Insured Yearly Renewable Term Rider. This rider provides life insurance coverage for an additional insured other than the primary insured. The issue ages are 0-85, with issue ages 0-14 issued as Standard Non-Nicotine. The minimum amount of the rider is $25,000. This rider can be added either at Policy issue or after Policy issue. The benefit under this rider may be converted to a permanent policy at any time, at the request of the owner. This rider has achieved a Flesch readability score of 50.8. We are also attaching an Actuarial Memorandum that further explains the features and costs of the rider.

Form UL-3506ADB is our optional Accidental Death Benefit Rider. It covers the named Insured in the event of an accidental death, subject to exclusions listed in the rider. It is issued to ages 15 days through age 55. Coverage under this rider ends at age 65. This rider has achieved a Flesch readability score of 50.1.
We are also attaching an Actuarial Memorandum that further explains the costs of the rider.

Form UL-3507CTR is our optional Child Term Rider. This rider covers an Insured's eligible child or children as defined in the rider. This rider allows conversion of up to 5 times the amount of coverage under the rider. This rider has achieved a Flesch readability score of 51.2. We are attaching an Actuarial Memorandum that further explains the features and costs of the rider.

Form UL-3508GPO is our optional Guaranteed Purchase Option rider, which provides the insured with specific opportunities to purchase additional coverage without providing evidence of insurability. The option amount is selected at issue, and cannot exceed $50,000; the amount exercised at the specified option opportunities can be any amount from $5,000 to the selected option amount. This issue ages for this rider are 15 days to 37 years. The rider has achieved a Flesch readability score of 50.3. We have attached an Actuarial Memorandum that further explains the features and costs of the rider.

Form UL-3509PDD is our optional Payor Death or Disability Rider. This rider will waive the monthly deductions when the Payor of the policy becomes disabled or dies. Benefits under this rider cease when the Insured reaches age 25. Rider is issued for Insureds from 15 days to 14 years. The Flesch readability score for this rider is 50.2. We have attached an Actuarial Memorandum that further explains the features and costs of the rider.

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(3/04) – IQ19(3/04	Individual Questionnaires	SERT-5Y2LBP171	04/16/2004
IQ8-01	Revised Questionnaire #8	USPH-6QALYH418	06/22/2006

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.

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

Barbara G. Hassell
Compliance Specialist II