

SERFF Tracking Number: ALLC-126163709 State: Arkansas
Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 42470
Company Tracking Number: S40799 ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Vision/Connections Aug 2009 S40799
Project Name/Number: Vision/Connections Aug 2009 S40799/Vision/Connections Aug 2009 S40799

Filing at a Glance

Company: Allianz Life Insurance Company of North America

Product Name: Vision/Connections Aug 2009 SERFF Tr Num: ALLC-126163709 State: Arkansas
S40799

TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed-Approved- Closed State Tr Num: 42470

Sub-TOI: A03I.002 Flexible Premium Co Tr Num: S40799 ET AL State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird

Authors: Mary Peterson, Patricia Evans Disposition Date: 05/27/2009

Date Submitted: 05/26/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Vision/Connections Aug 2009 S40799

Project Number: Vision/Connections Aug 2009 S40799

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/27/2009

Deemer Date:

Submitted By: Patricia Evans

Filing Description:

Re: INDIVIDUAL VARIABLE ANNUITY – NAIC #761-90611

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 05/27/2009

Created By: Patricia Evans

Corresponding Filing Tracking Number:

S40799 – Income Protector (08.09) Rider

S40801 – Investment Protector (08.09) Rider

S40743-02 – Quarterly Value Death Benefit Rider

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Asset Allocation Riders

S40741-02 – Asset Allocation Rider (Income Protector and/or Investment Protector)

S40766-02 – Asset Allocation Rider (Investment Protector)

Connections Contract Schedules

S40771-02 – No Withdrawal Charge Contract Schedule

S40803 – Investment Protector (08.09) Contract Schedule

S40804 – Income Protector (08.09) Contract Schedule

Vision Contract Schedules

S40778-02 – No Withdrawal Charge Contract Schedule

S40800 – Income Protector (08.09) Contract Schedule

S40802 – Investment Protector (08.09) Contract Schedule

Investment Options Contract Schedules

S40788-02 – Investment Options Contract Schedule (Income Protector and/or Investment Protector)

S40789-02 – Investment Options Contract Schedule (Investment Protector)

S40805-DP – Contract Schedule Addendum (drop any rider)

F70034 – Vision Application

F70035 – Connections Application

Please find the attached above referenced forms submitted for review. These forms are new and have never been issued. The contract forms (L40529 and L40530) affiliated with the forms referenced above will be sold through brokers in all markets and were approved by the Department on 2/12/2007. These forms are being filed concurrently in Minnesota, our state of domicile. The effective date will be determined by your approval.

These forms are submitted in final printed format except for slight font and formatting variations that may occur due to Allianz Life product printer configurations. Allianz Life takes care to assure that printer-based variations are minimized; however, should changes occur, such changes will not alter the content or meaning of any approved form.

Please note that the signatures of our officers historically shown on the applicable forms are no longer included in our filed forms. Signatures will be included on all contract forms when issued.

Income Protector (08.09) Rider S40799 is an optional rider that may be issued with contract forms L40529 and L40530, and may be issued with contracts approved in the future. The Income Protector Rider is designed to provide a payment

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stream for life. It provides lifetime income in the form of partial withdrawals during the Accumulation Phase called Lifetime Plus Payments. In addition, we will automatically apply an annual increase to the Lifetime Plus Payment on every 12-month anniversary of the date that Lifetime Plus Payments are exercised, and before the older Covered Person's 91st birthday, to lock in any gains that are present in the remaining Contract Value on that Benefit Anniversary. Prior to exercising Lifetime Plus Payments, there is an annual increase feature that first locks in the Contract Value on each Quarterly Anniversary and then increases it at a certain simple interest percentage for a certain number of years. The charge for this rider is shown on the Contract Schedule page.

Investment Protector (08.09) Rider S40801 is an optional rider that may be issued with contract forms L40529 and L40530, and may be issued with contracts approved in the future. The Investment Protector Rider provides a level of protection for the principal invested and locks in a percentage of past investment gains. The allocation requirements of the asset allocation rider offer the structure to ensure the target value is met on the target value date. Additional purchase payments may be made in the first three years following the rider effective date.

Quarterly Value Death Benefit Rider S40743-02 is an optional rider that may be issued with contract forms L40529 and L40530, and may be issued with contracts approved in the future. The Quarterly Value Death Benefit Rider provides an optional death benefit during the Accumulation Phase. The death benefit is based on the greater of the Purchase Payments received on the Issue Date, or the highest Contract Value on any Quarterly Anniversary attained before age 91 for subsequent additional Purchase Payments, partial withdrawals and partial annuitizations. The Quarterly Value Death Benefit carries an additional mortality and expense risk charge. There is a traditional death benefit available under the base contract at no additional charge.

Asset Allocation Rider S40741-02 may be issued when either the Income Protector or Investment Protector Riders are selected, or those that may be approved in the future. The specified percentage of contract value that may be allocated into certain investment options categorized by Groups A, B, and C are shown on the applicable Contract Schedule. This rider indicates that the contract value may be reallocated on each quarterly anniversary.

Asset Allocation Rider S40766-02 may be issued when the Investment Protector Rider is selected, or those riders that may be approved in the future. The specified percentage of contract value that may be allocated into certain investment options categorized by Groups A, B, X and Y are shown on the Contract Schedule. This rider indicates that the contract value may be reallocated on each quarterly anniversary.

The following Contract Schedules are used with Contract forms L40529 and L40530 and Rider forms S40799 and S40801, as well as those contracts and riders that may be approved in the future. The following forms include the variables associated with the contracts previously mentioned. Please refer to the enclosed Statement of Variability for details.

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Contract Schedule pages S40771-02 and S40778-02, depending on the product, will be issued if the owner selects the No Withdrawal Charge option.

Contract Schedule pages S40800 and S40804, depending on the product, will be issued if the owner selects the Income Protector Rider.

Contract Schedule pages S40802 and S40803, depending on the product, will be issued if the owner selects the Investment Protector Rider.

Investment Options Contract Schedule page S40788-02 may be issued when either the Income Protector or Investment Protector Riders are selected.

Investment Options Contract Schedule page S40789-02 may be issued when the Investment Protector Rider is selected.

In light of the above descriptions of the contract schedules, an owner will be issued at least two schedule pages and possibly three if a living benefit rider is selected. One contract schedule is issued based on the withdrawal charge selected, one contract schedule is issued based on the living benefit rider selected, and one contract schedule is issued based on the funds that are available with the aforementioned selected options.

Contract Schedule Addendum S40805-DP will be issued if the owner terminates any optional rider.

Application F70034 is intended to be implemented at the same time that the Income Protector and Investment Protector Riders are implemented, and will be used with Contracts L40529 and L40530, as the [Vision] contract.

Application F70035 is intended to be implemented at the same time that the Income Protector and Investment Protector Riders are implemented, and will be used with Contract L40529, as the [Connections] contract.

To the best of our knowledge and belief, the above listed document conforms to all state statutes, insurance regulations, and department requirements.

Thank you for your consideration of this filing. If you have any questions, or if you need additional information to complete your review, please call me at 800.328.5601, extension 47135, send a fax to me at 763.765.6306, or send a note electronically to me at patricia.evans@Allianzlife.com.

Company and Contact

SERFF Tracking Number: ALLC-126163709 State: Arkansas
 Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 42470
 Company Tracking Number: S40799 ET AL
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Vision/Connections Aug 2009 S40799
 Project Name/Number: Vision/Connections Aug 2009 S40799/Vision/Connections Aug 2009 S40799

Filing Contact Information

Patricia Evans, Compliance Analyst Patricia.Evans@Allianzlife.com
 5701 Golden Hills Drive 763-765-7135 [Phone]
 Minneapolis, MN 55416 763-765-6306 [FAX]

Filing Company Information

Allianz Life Insurance Company of North America CoCode: 90611 State of Domicile: Minnesota
 5701 Golden Hills Drive Group Code: 761 Company Type: 03
 Minneapolis, MN 55416-1297 Group Name: State ID Number:
 (800) 328-5601 ext. [Phone] FEIN Number: 41-1366075

Filing Fees

Fee Required? Yes
 Fee Amount: \$320.00
 Retaliatory? No
 Fee Explanation: 16 forms @ \$20.00/form = \$320.00(greater than retaliatory fee of \$75.00)
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allianz Life Insurance Company of North America	\$320.00	05/26/2009	28085459

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/27/2009	05/27/2009

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Disposition

Disposition Date: 05/27/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Company Tracking Number: S40799 ET AL
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Vision/Connections Aug 2009 S40799
 Project Name/Number: Vision/Connections Aug 2009 S40799/Vision/Connections Aug 2009 S40799

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statements of Variability	Yes	Yes
Form	Income Protector Rider	Yes	Yes
Form	Investment Protector Rider	Yes	Yes
Form	Quarterly Value Death Benefit Rider	Yes	Yes
Form	Asset Allocation Rider	Yes	Yes
Form	Asset Allocation Rider	Yes	Yes
Form	No Withdrawal Charge Contract Schedule	Yes	Yes
Form	Investment Protector Contract Schedule	Yes	Yes
Form	Income Protector Contract Schedule	Yes	Yes
Form	No Withdrawal Charge Contract Schedule	Yes	Yes
Form	Income Protector Contract Schedule	Yes	Yes
Form	Investment Protector Contract Schedule	Yes	Yes
Form	Investment Options Contract Schedule	Yes	Yes
Form	Investment Options Contract Schedule	Yes	Yes
Form	Contract Schedule Addendum	Yes	Yes
Form	Vision Application	Yes	Yes
Form	Connections Application	Yes	Yes

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Form Schedule

Lead Form Number: S40799

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	S40799	Policy/Cont Income Protector ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.400	S40799.pdf
	S40801	Policy/Cont Investment Protector ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.600	S40801.pdf
	S40743-02	Policy/Cont Quarterly Value ract/Fratern Death Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		56.000	S40743-02.pdf
	S40741-02	Policy/Cont Asset Allocation ract/Fratern Rider al	Initial		50.300	S40741-02.pdf

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 Product Name: Vision/Connections Aug 2009 S40799
 Project Name/Number: Vision/Connections Aug 2009 S40799/Vision/Connections Aug 2009 S40799
 Form
 F70035 Application/ Connections Initial 50.000 F70035.pdf
 Enrollment Application
 Form

Income Protector [(08.09)] Rider

This rider is designed to provide a payment stream for life.

This rider forms a part of the Base Contract to which it is attached and is effective on the Rider Effective Date shown on the Contract Schedule. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract or are added in this rider. This rider terminates as indicated under the **Conditions for Termination of this Rider** section.

Definitions

Definitions specific to this rider that are not in the Base Contract follow.

Annual Increase	A calculation we use in determining the Benefit Base under this rider.
Annual Increase Percentage	A number we use in the Annual Increase calculation. The Annual Increase Percentage is shown on the Contract Schedule.
Base Contract	The contract to which this rider is attached.
Benefit Anniversary	A 12-month anniversary of the Benefit Date.
Benefit Date	The date you exercise this rider and Lifetime Plus Payments begin. It is also the date we first establish the annual maximum Lifetime Plus Payment.
Benefit Year	Any period of 12 months commencing with the Benefit Date and each Benefit Anniversary thereafter.
Covered Person(s)	The person(s) on whose lives we base Lifetime Plus Payments. We determine the Covered Person(s) on the Rider Effective Date.

For single Lifetime Plus Payments.

- (a) If the Base Contract is solely owned, the Covered Person is the Owner.
- (b) If the Base Contract is owned by a non-individual, the Covered Person is the Annuitant.
- (c) If the Base Contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the Maximum Age for Selecting the Income Protector shown on the Contract Schedule.

For joint Lifetime Plus Payments, you and your spouse are the Covered Persons.

For joint Lifetime Plus Payments under contracts that are not qualified under the tax code:

- (a) spouses must be Joint Owners; or
- (b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or
- (c) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary.

For joint Lifetime Plus Payments under contracts that are qualified under the tax code:

- (a) one spouse must be the sole Owner and Annuitant and the other spouse must be the sole primary Beneficiary; or
- (b) one spouse must be the Annuitant and the other spouse must be the sole primary Beneficiary if the sole Owner is a non-individual; or
- (c) if we require a non-individual owner to be the sole primary Beneficiary, then one spouse must be the Annuitant and the other spouse must be the sole contingent Beneficiary solely for the purpose of determining the Lifetime Plus Payment.

Spouses must qualify as such under federal law until this rider terminates. If at any time before this rider terminates you are no longer spouses you must send us notice.

A person no longer qualifies as a Covered Person and is removed from the Base Contract if that person is no longer an Owner, Joint Owner, Annuitant, or Beneficiary as required above.

Definitions *continued from the previous page*

**Covered Person(s)
(continued)**

After we issue this rider, you cannot add or replace a Covered Person. You can remove a Covered Person if you initially selected joint Lifetime Plus Payments. You can only make this change once.

Before the Benefit Date, you can remove a Covered Person on any Rider Anniversary by Authorized Request within 30 days before a Rider Anniversary. After the Benefit Date, you can remove a Covered Person on any Benefit Anniversary by Authorized Request within 30 days before a Benefit Anniversary. Your request is effective on the Rider Anniversary, or the Benefit Anniversary, if applicable. If the Rider Anniversary or Benefit Anniversary does not occur on a Business Day, your request is effective on the next Business Day.

If you remove a Covered Person from the Base Contract, we change the Rider Charge for joint Lifetime Plus Payments to the Rider Charge for single Lifetime Plus Payments that is in effect at the time your request is effective. We guarantee that if we increase the Rider Charge, it will not exceed the maximum Rider Charge for single Lifetime Plus Payments shown on the Contract Schedule.

If you remove a Covered Person after the Benefit Date, we compare the current annual maximum Lifetime Plus Payment to a payment based on the current age-based payment percentage for single Lifetime Plus Payments for the remaining Covered Person and the Contract Value at the end of the Business Day before the Benefit Anniversary that your removal request is effective. If this payment is greater, we increase the annual maximum Lifetime Plus Payment to this payment.

Joint Lifetime Plus Payments may not be available for some contracts that are owned by a non-individual.

Excess Withdrawal

If you take a withdrawal on or after the Benefit Date, an Excess Withdrawal is the amount of the withdrawal that, when added to other withdrawals taken during the Benefit Year and the annual actual Lifetime Plus Payment, is greater than the annual maximum Lifetime Plus Payment. We treat any portion of a withdrawal you take while you are receiving Lifetime Plus Payments that is not an Excess Withdrawal as a Lifetime Plus Payment. An Excess Withdrawal includes any applicable withdrawal charge and reduces the Contract Value, Benefit Base, future Lifetime Plus Payments, and either the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

You cannot take a partial Excess Withdrawal if the Contract Value, at the end of the Business Day before your withdrawal request, is less than the Minimum Contract Value That Must Remain In The Contract After A Partial Withdrawal shown on the Contract Schedule. You also cannot take a partial Excess Withdrawal if the Contract Value, at the end of the Business Day that we process your withdrawal request, would be less than the Minimum Contract Value That Must Remain In The Contract After A Partial Withdrawal shown on the Contract Schedule. In this case, we send you the entire remaining Contract Value, Lifetime Plus Payments stop, and this rider and the Base Contract terminate on the Business Day you took the withdrawal.

Lifetime Plus Payment

The payment we make to you under this rider.

**Maximum Rider
Anniversary**

The Quarterly Anniversary that occurs on the number of Guarantee Years after the Rider Effective Date. The Guarantee Years are shown on the Contract Schedule.

Definitions *continued from the previous page*

Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Rider Effective Date or any subsequent Rider Anniversary. Quarterly Anniversaries also include Rider Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Quarterly Anniversary Value	A calculation we use in determining the Benefit Base under this rider.
Rider Anniversary	A 12-month anniversary of the Rider Effective Date.

Income Protector

Exercising Lifetime Plus Payments under this Rider You can begin receiving Lifetime Plus Payments by Authorized Request if, on the Benefit Date, all Covered Person(s) meet the Ages At Which You Can Exercise The Income Protector shown on the Contract Schedule. The Earliest Benefit Date you can select is shown on the Contract Schedule. Lifetime Plus Payments begin on the Benefit Date.

If you have not begun receiving Lifetime Plus Payments, and the Contract Value is reduced to zero for any reason other than a withdrawal while this rider is in effect, on the next available Benefit Date, we begin making annual payments to you of the annual maximum Lifetime Plus Payment.

If you begin receiving Lifetime Plus Payments, then beginning on the Benefit Date, the following applies.

- (a) Partial Annuitizations are not available while you are receiving Lifetime Plus Payments.
- (b) You cannot make additional Purchase Payments to the Base Contract while you are receiving Lifetime Plus Payments.
- (c) You can only change the ownership of the Base Contract if you selected joint Lifetime Plus Payments, and:
 - 1) an Owner dies, and the spouse continues the Base Contract; or
 - 2) you remove a Covered Person from the Base Contract who is also an Owner. In this case the remaining Covered Person must become the new sole Owner.
- (d) If you have the Quarterly Value Death Benefit Rider, the additional M&E Charge for the Quarterly Value Death Benefit continues as long as the Quarterly Value Death Benefit is greater than zero.
- (e) Each Lifetime Plus Payment and Excess Withdrawal reduces the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable, proportionately by the percentage of Contract Value withdrawn.
- (f) Each Lifetime Plus Payment and Excess Withdrawal reduces the Contract Value on a dollar for dollar basis.

Lifetime Plus Payments On the Benefit Date, we base the initial annual maximum Lifetime Plus Payment on the Benefit Base and the current age-based payment percentage of the younger Covered Person shown in the Annual Maximum Lifetime Plus Payment Table on the Contract Schedule.

You may receive less than the annual maximum Lifetime Plus Payment by Authorized Request within 30 days before the Benefit Date or any subsequent Benefit Anniversary. Your request is effective on the Benefit Date or on the Benefit Anniversary. If the Benefit Date or Benefit Anniversary does not occur on a Business Day, Your request is effective on the next Business Day.

Lifetime Plus Payments (continued)

The amount you request to receive is the annual actual Lifetime Plus Payment. On the Benefit Date and on each subsequent Benefit Anniversary, each actual Lifetime Plus Payment for the Benefit Year is equal to the annual actual Lifetime Plus Payment divided by the number of payments you selected to receive each year. If the Lifetime Plus Payment date does not fall on a Business Day, we make the payment to you on the next Business Day. Lifetime Plus Payments are not subject to a withdrawal charge.

The annual maximum Lifetime Plus Payment must meet the Minimum Lifetime Plus Payment shown on the Contract Schedule or any Lifetime Plus Payments we are making stop, and this rider terminates. Each actual Lifetime Plus Payment must either be zero or meet the Minimum Lifetime Plus Payment shown on the Contract Schedule. If we are unable to structure the initial actual Lifetime Plus Payment to meet these restrictions, Lifetime Plus Payments are not available to you.

While the Contract Value is positive, you can change the frequency and/or amount of Lifetime Plus Payments on each Benefit Anniversary for the following Benefit Year. You must provide notice of any requested change to the frequency and/or amount of actual Lifetime Plus Payments to our Service Center at least 30 days before the Benefit Anniversary. We change the payment frequency and/or amount on the Benefit Anniversary and the change remains in effect until the Benefit Anniversary you request another change to the actual Lifetime Plus Payments. You cannot change the frequency or amount of Lifetime Plus Payments on or after the Business Day the Contract Value is reduced to zero.

Any Excess Withdrawal reduces next year's annual maximum Lifetime Plus Payment on the Benefit Anniversary that occurs after the Excess Withdrawal. This reduction is proportionate based on the percentage of Contract Value withdrawn on the day we process the Excess Withdrawal. On the Business Day you take an Excess Withdrawal, if the current Benefit Base, after reduction for the Excess Withdrawal, multiplied by the age-based payment percentage of the younger Covered Person on the previous Benefit Anniversary is less than the Minimum Lifetime Plus Payment shown on the Contract Schedule, we send you the entire remaining Contract Value, Lifetime Plus Payments stop, and this rider and the Base Contract terminate.

We deduct each actual Lifetime Plus Payment, the Rider Charge, and any Excess Withdrawal proportionately from the Investment Options. We continue to reallocate the Contract Value among the Investment Options according to your instructions on each Quarterly Anniversary while the Contract Value is positive. You can continue to make transfers between the Investment Options while the Contract Value is positive subject to the provisions set out in the Transfers section of the Base Contract and any asset allocation restrictions associated with this rider.

When a Lifetime Plus Payment is due, if the Contract Value is positive, but less than the actual Lifetime Plus Payment, we credit the Contract Value with (a) – (b), where:

- (a) is the actual Lifetime Plus Payment; and
 - (b) is the Contract Value immediately before we make the actual Lifetime Plus Payment.
- We then make the actual Lifetime Plus Payment and reduce the Contract Value to zero.

While you are receiving Lifetime Plus Payments, if the Contract Value is reduced to zero for any reason other than an Excess Withdrawal while this rider is in effect:

- (a) you can no longer request to receive less than the maximum Lifetime Plus Payment;
- (b) you can no longer change the frequency of the Lifetime Plus Payments; and
- (c) you continue to receive the maximum Lifetime Plus Payment at the frequency you previously selected until the deaths of all Covered Persons.

Automatic Annual Payment Increases to the Lifetime Plus Payments

Beginning on the Benefit Date, the annual maximum Lifetime Plus Payment only increases through the automatic annual payment increase feature. We apply any annual payment increase on each Benefit Anniversary after the Benefit Date and before the older Covered Person's Maximum Birthday shown on the Contract Schedule. Automatic annual payment increases are no longer available on or after the Business Day the Contract Value is reduced to zero. If you receive an annual payment increase, we change the Benefit Base.

On each Benefit Anniversary, if you took the entire annual maximum Lifetime Plus Payment during the previous year, you receive an increase to next year's annual maximum Lifetime Plus Payment if the Contract Value at the end of the previous Business Day is greater than the Contract Value at the end of the Business Day before the previous Benefit Anniversary, or at the end of the Business Day before the Benefit Date in the case of the first Benefit Anniversary. If the Contract Value has increased, we calculate the percentage of growth between these two Contract Values and increase the annual maximum Lifetime Plus Payment by this percentage.

On each Benefit Anniversary, regardless of whether or not you took the entire annual maximum Lifetime Plus Payment during the previous year, you receive an increase to next year's annual maximum Lifetime Plus Payment if the current age-based payment percentage of the younger Covered Person multiplied by the Contract Value at the end of the previous Business Day results in a higher annual maximum Lifetime Plus Payment.

The Benefit Base

We base the initial annual maximum Lifetime Plus Payment and the Rider Charge on the Benefit Base.

Beginning on the Rider Effective Date and on each Business Day before the Benefit Date, the Benefit Base is equal to the greater of:

- (a) the Quarterly Anniversary Value; or
- (b) the Annual Increase.

On the Benefit Date, the Benefit Base is equal to the greatest of:

- (a) the Contract Value at the end of the previous Business Day;
- (b) the Quarterly Anniversary Value; or
- (c) the Annual Increase.

On and after the Benefit Date, the Benefit Base only changes if you take an Excess Withdrawal or you receive an automatic annual payment increase to the Lifetime Plus Payment.

An Excess Withdrawal reduces the Benefit Base proportionately by the percentage of Contract Value withdrawn as an Excess Withdrawal on the Business Day we process the withdrawal.

An automatic annual payment increase may increase or decrease the Benefit Base as follows.

- (a) If, at the end of the Benefit Year, you took the entire annual maximum Lifetime Plus Payment, you receive an increase to next year's annual maximum Lifetime Plus Payment if the Contract Value at the end of the Business Day before the current Benefit Anniversary is greater than the Contract Value at the end of the Business Day before the previous Benefit Anniversary, or at the end of the Business Day before the Benefit Date in the case of the first Benefit Anniversary. If the Contract Value has increased, we calculate the percentage of growth between these two Contract Values and increase the Benefit Base by this percentage; or

Income Protector *continued from the previous page*

The Benefit Base (continued)

- (b) If next year's annual maximum Lifetime Plus Payment increases because the current age-based payment percentage of the younger Covered Person multiplied by the Contract Value at the end of the Business Day before the current Benefit Anniversary results in a higher annual maximum Lifetime Plus Payment, we increase or decrease the Benefit Base to equal this Contract Value.

Any change in the Benefit Base changes the amount of the Rider Charge calculated and accrued for that day.

Quarterly Anniversary Value

Quarterly Anniversary Value

We only calculate the Quarterly Anniversary Value during the Accumulation Phase and before the earlier of the older Covered Person's Maximum Birthday or the Benefit Date.

If the Rider Effective Date is the Issue Date, the Quarterly Anniversary Value on the Rider Effective Date is equal to the Purchase Payment received on the Rider Effective Date.

If the Rider Effective Date occurs after the Issue Date, the Quarterly Anniversary Value on the Rider Effective Date is equal to the Contract Value at the end of the previous Business Day.

At the end of each Business Day we:

- (a) increase the Quarterly Anniversary Value by the amount of any additional Purchase Payments received that day; and
- (b) reduce the Quarterly Anniversary Value proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

On each Quarterly Anniversary, the Quarterly Anniversary Value is equal to the greater of its value on the previous Business Day, or the Contract Value at the end of the previous Business Day.

Annual Increase

Annual Increase and the Increase Base

We only calculate the Annual Increase and the Increase Base during the Accumulation Phase and before the older Covered Person's Maximum Birthday or the Benefit Date.

If the Rider Effective Date is the Issue Date, both the Annual Increase and the Increase Base on the Rider Effective Date are equal to the Purchase Payment received on the Rider Effective Date.

If the Rider Effective Date occurs after the Issue Date, both the Annual Increase and the Increase Base on the Rider Effective Date are equal to the Contract Value at the end of the previous Business Day.

At the end of each Business Day, we:

- (a) increase both the Annual Increase and the Increase Base by the amount of any additional Purchase Payments received that day; and
- (b) reduce both the Annual Increase and the Increase Base proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn that day, including any withdrawal charge.

Annual Increase *continued from the previous page*

Annual Increase and the Increase Base (continued)

On each Quarterly Anniversary on or before the Maximum Rider Anniversary, the Annual Increase is equal to $(a) + (b) \times ((c) - (d))$, where:

- (a) = the Annual Increase at the end of the previous Business Day.
- (b) = the Annual Increase Percentage divided by 4.
- (c) = the Increase Base at the end of the previous Business Day.
- (d) = Purchase Payments received on or after the previous Quarterly Anniversary. We reduce each of these Purchase Payments proportionately by the percentage of Contract Value applied to a Partial Annuitization or Contract Value withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken since we received that payment. If the Rider Effective Date is the Issue Date, then on the first Quarterly Anniversary we exclude from (d) any Purchase Payments received before the first Quarterly Anniversary.

Automatic Resets of the Annual Increase and the Increase Base

On each Quarterly Anniversary during the Accumulation Phase and before the earlier of the older Covered Person's Maximum Birthday or the Benefit Date, we automatically increase both the Annual Increase and the Increase Base to equal the Contract Value at the end of the previous Business Day if this Contract Value is greater than the Annual Increase we just calculated.

General Provisions

Removing this Rider from the Base Contract

You can remove this rider from the Base Contract on any Quarterly Anniversary while the Contract Value is positive by Authorized Request within 30 days before a Quarterly Anniversary. Your request is effective on the Quarterly Anniversary, or on the next Business Day if the Quarterly Anniversary is not a Business Day.

The date this rider is removed is called the Rider Termination Date, and it is shown on the Contract Schedule Addendum. On the Rider Termination Date, any Lifetime Plus Payments we were making stop, and we deduct any Rider Charge that was accrued but not yet deducted as the final Rider Charge.

If you remove this rider from the Base Contract, it is no longer available for future selection. Also, if you remove this rider from the Base Contract and you also selected the No Withdrawal Charge Option at the time of application, you must select an available Required Rider as shown on the Contract Schedule, or the Base Contract terminates.

Conditions for Termination of this Rider

Before the Benefit Date, this rider terminates upon the earliest of the following.

- (a) The Rider Termination Date if you remove this rider from the Base Contract.
- (b) The date of death of all Covered Persons.
- (c) The older Covered Person's Maximum Birthday.
- (d) The Business Day before the Income Date that you take a Full Annuitization.
- (e) The Business Day we process your request for a full withdrawal.
- (f) The Business Day that the Base Contract terminates.

On or after the Benefit Date that you begin receiving Lifetime Plus Payments, this rider terminates upon the earliest of the following.

- (a) The Rider Termination Date if you remove this rider from the Base Contract.
- (b) The Business Day you take an Excess Withdrawal of the entire Contract Value.

General Provisions *continued from the previous page*

Conditions for Termination of this Rider (continued)

- (c) The Business Day you take an Excess Withdrawal if the current Benefit Base, after reduction for the Excess Withdrawal, multiplied by the age-based payment percentage of the younger Covered Person on the previous Benefit Anniversary is less than the Minimum Lifetime Plus Payment shown on the Contract Schedule.
- (d) The Business Day before the Income Date that you take a Full Annuitization.
- (e) The Benefit Date that the annual maximum Lifetime Plus Payment fails to meet the Minimum Lifetime Plus Payment shown on the Contract Schedule.
- (f) For single Lifetime Plus Payments where the Base Contract is solely owned or owned by a non-individual, the date of death of the Covered Person.
- (g) For single Lifetime Plus Payments where the Base Contract is jointly owned, if the Contract Value has been reduced to zero, the date of death of the Covered Person.
- (h) For single Lifetime Plus Payments where the Base Contract is jointly owned, if the Contract Value has not been reduced to zero and the Joint Owners are not spouses, the date of death of any Joint Owner.
- (i) For single Lifetime Plus Payments where the Base Contract is jointly owned, if the Contract Value has not been reduced to zero and the Joint Owners are spouses, the date of death of any Joint Owner unless the surviving spouse is the Covered Person and continues the Base Contract. If the surviving spouse who is also the Covered Person continues the Base Contract, this rider terminates on the date of death of the Covered Person.
- (j) For joint Lifetime Plus Payments, the date of death of both Covered Persons. If upon the death of one Covered Person, the surviving spouse, who is also a Covered Person, selects to receive payment of the death benefit, then Lifetime Plus Payments stop and this rider terminates at the end of the Business Day we receive both an Authorized Request of the death benefit payment option and due proof of death.
- (k) The Business Day that the Base Contract terminates.

Rider Charge

The Rider Charge for this rider is shown on the Contract Schedule.

When we deduct the Rider Charge, we deduct it proportionately from the Investment Options. The deduction of the Rider Charge reduces the Contract Value and Bonus Value, if applicable, on a dollar for dollar basis. The deduction of the Rider Charge does not reduce the amount we use to determine the Free Withdrawal Privilege or the Withdrawal Charge, the Quarterly Anniversary Value, the Annual Increase, the Increase Base, the Benefit Base, and either the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

We deduct the final Rider Charge on the Business Day this rider terminates. However, if on a Quarterly Anniversary the Contract Value is less than the Rider Charge, we deduct any remaining Contract Value to cover the final Rider Charge and reduce the Contract Value to zero.

If this rider terminates due to death, we deduct the final Rider Charge from the Contract Value before calculating the death benefit.

We reserve the right to change the Rider Charge for this rider on each Quarterly Anniversary that this rider is in effect, subject to the Maximum Rider Charge shown on the Contract Schedule. If we increase the Rider Charge, we will send you written notice.

Annuity Provisions

Annuitization

If on the latest Income Date specified in the Base Contract, or on such subsequent date as may be authorized by us at our discretion, you have begun receiving Lifetime Plus Payments, the Contract Value is positive and you choose to take fixed Annuity Payments as a Full Annuitization of the Base Contract under either Annuity Option 1 or 3, we make the following guarantees. However, if on the latest Income Date you select any other Annuity Option, or if you choose variable Annuity Payments, the guarantees listed below for Annuity Options 1 and 3 do not apply. You are not required to take a Full Annuitization on the latest Income Date if the Contract Value has been reduced to zero.

If you selected single Lifetime Plus Payments and you choose **Annuity Option 1 - Life Annuity** where the sole Annuitant is the sole Covered Person, then the fixed Annuity Payments are equal to the greater of:

- (a) the Option 1 annual payment based on the terms of the Base Contract; or
- (b) the current annual maximum Lifetime Plus Payment available to you.

If you selected joint Lifetime Plus Payments and you choose **Annuity Option 3 - Joint and Last Survivor Life Annuity** with payments to continue at a level of 100% to the surviving Joint Annuitant and both Joint Annuitants are the Joint Covered Persons, then the fixed Annuity Payments are equal to the greater of:

- (a) the Option 3 annual payment based on the terms of the Base Contract; or
- (b) the current annual maximum Lifetime Plus Payment available to you.

The Annuity Payments must meet the Minimum Annuity Payment shown on the Contract Schedule.

In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Maureen A. Phillips
Secretary

Gary Bhojwani
President

]

Investment Protector [(08.09)] Rider

This rider provides a level of protection for the principal you invest and locks in a percentage of past investment gains.

This rider forms a part of the Base Contract to which it is attached and is effective on the Rider Effective Date shown on the Contract Schedule. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract, or are added in this rider. This rider terminates as indicated under the **Conditions for Termination of this Rider** section.

Definitions

Definitions specific to this rider that are not in the Base Contract follow.

Base Contract	The contract to which this rider is attached.
Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Rider Effective Date or any subsequent Rider Anniversary. Quarterly Anniversaries also include Rider Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Rider Anniversary	A 12-month anniversary of the Rider Effective Date.

Investment Protector

Target Value	<p>If the Rider Effective Date is the Issue Date, on each Business Day, the Target Value is equal to the greater of:</p> <ul style="list-style-type: none">(a) the Rider Anniversary Value multiplied by the Guarantee Percentage shown on the Contract Schedule; or(b) all Purchase Payments received, reduced proportionately by the percentage of Contract Value applied to a Partial Annuitization or withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken. <p>If the Rider Effective Date occurs after the Issue Date, on each Business Day, the Target Value is equal to the greater of:</p> <ul style="list-style-type: none">(a) the Rider Anniversary Value multiplied by the Guarantee Percentage shown on the Contract Schedule; or(b) the Contract Value at the end of the Business Day before the Rider Effective Date, plus all Purchase Payments received on or after the Rider Effective Date, and reduced proportionately by the percentage of Contract Value applied to a Partial Annuitization or withdrawn, including any withdrawal charge, for each annuitization or withdrawal taken on or after the Rider Effective Date. <p>We base the Rider Charge on the Target Value. Any change in the Target Value changes the amount of the Rider Charge calculated and accrued for that day.</p>
Rider Anniversary Value	<p>If the Rider Effective Date is the Issue Date, the Rider Anniversary Value on the Rider Effective Date is equal to all Purchase Payments received on the Rider Effective Date.</p> <p>If the Rider Effective Date occurs after the Issue Date, the Rider Anniversary Value on the Rider Effective Date is equal to the Contract Value at the end of the previous Business Day.</p>

Investment Protector *continued from the previous page*

Rider Anniversary Value (continued)

At the end of each Business Day we:

- (a) increase the Rider Anniversary Value by the amount of any additional Purchase Payments received that day, and
- (b) reduce the Rider Anniversary Value proportionately by the percentage of Contract Value applied to a Partial Annuitization or withdrawn that day, including any withdrawal charge.

On each Rider Anniversary, the Rider Anniversary Value is equal to the greater of the Rider Anniversary Value at the end of the previous Business Day or the Contract Value at the end of the previous Business Day.

Target Value Date

The Initial Target Value Date is shown on the Contract Schedule.

Additional Target Value Dates occur on each Future Anniversary after the previous Target Value Date while this rider is in effect. The Future Anniversary is shown on the Contract Schedule.

On the Initial Target Value Date and any subsequent Target Value Dates, if the Contract Value at the end of the previous Business Day is less than the Target Value at the end of the previous Business Day, we increase the Contract Value to equal the Target Value.

Initial Target Value Date Reset

We permit a reset only if, on the Reset Date, the Contract Value at the end of the previous Business Day is at least equal to the Target Value at the end of the previous Business Day.

Before the oldest Owner's Maximum Reset Birthday, or if a non-individual owns the Base Contract, before the Annuitant's Maximum Reset Birthday, and before the Initial Target Value Date, you can reset the Initial Target Value Date on any Rider Anniversary by Authorized Request within 30 days following a Rider Anniversary. The Maximum Reset Birthday is shown on the Contract Schedule.

After we receive your request to reset the Initial Target Value Date, we establish the Reset Date, which is the previous Rider Anniversary, or the next Business Day if the previous Rider Anniversary does not occur on a Business Day. The Reset Date and reset Initial Target Value Date are shown on the Contract Schedule Addendum.

The earliest Initial Target Value Date you can select upon a reset is the Earliest Target Value Anniversary after the Reset Date. The latest Initial Target Value Date you can select is the Rider Anniversary that occurs before the oldest Owner's Maximum Birthday. If the Base Contract is owned by a non-individual, the latest Initial Target Value Date you can select is the Rider Anniversary that occurs before the Annuitant's Maximum Birthday.

We establish a new Target Value on the Reset Date equal to the Contract Value at the end of the previous Business Day.

General Provisions

Removing this Rider from the Base Contract

You can remove this rider from the Base Contract on any Quarterly Anniversary by Authorized Request within 30 days before a Quarterly Anniversary. Your request is effective on the Quarterly Anniversary, or on the next Business Day if the Quarterly Anniversary is not a Business Day.

The date this rider is removed is called the Rider Termination Date, and it is shown on the Contract Schedule Addendum. On the Rider Termination Date, we deduct any Rider Charge that was accrued but not yet deducted as the final Rider Charge.

General Provisions *continued from the previous page*

Removing this Rider from the Base Contract (continued)

If you remove this rider from the Base Contract, it is no longer available for future selection. Also, if you remove this rider from the Base Contract and you also selected the No Withdrawal Charge Option at the time of application, you must select an available Required Rider as shown on the Contract Schedule, or the Base Contract terminates.

Conditions for Termination of this Rider

This rider terminates upon the earliest of the following.

- (a) The Rider Termination Date if you remove this rider from the Base Contract.
- (b) The date of death of any Owner, or Annuitant if a non-individual owns the Base Contract, unless the surviving spouse selects to continue the Base Contract. If an Owner, or Annuitant if a non-individual owns the Base Contract, dies and the surviving spouse selects to receive payment of the death benefit, then this rider terminates at the end of the Business Day we receive both an Authorized Request of the death benefit payment option and due proof of death.
- (c) The Business Day before the Income Date that you take a Full Annuitization.
- (d) The Business Day we process your request for a full withdrawal.
- (e) The Business Day that the Base Contract terminates.

Rider Charge

The Rider Charge for this rider is shown on the Contract Schedule.

When we deduct the Rider Charge, we deduct it proportionately from the Investment Options. The deduction of the Rider Charge reduces the Contract Value and Bonus Value, if applicable, on a dollar for dollar basis. The deduction of the Rider Charge does not reduce the amount we use to determine the Free Withdrawal Privilege or the Withdrawal Charge, the Target Value, the Rider Anniversary Value, and either the Traditional Death Benefit or the Quarterly Value Death Benefit, if applicable.

We deduct the final Rider Charge on the Business Day this rider terminates. However, if on a Quarterly Anniversary the Contract Value is less than the Rider Charge, we deduct any remaining Contract Value to cover the final Rider Charge and reduce the Contract Value to zero.

If this rider terminates due to death, we deduct the final Rider Charge from the Contract Value before calculating the Death Benefit.

We reserve the right to change the Rider Charge for this rider on each Quarterly Anniversary that this rider is in effect, subject to the Maximum Rider Charge shown on the Contract Schedule. If we increase the Rider Charge, we will send you written notice.

In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Maureen A. Phillips
Secretary

Gary Bhojwani
President

]

Quarterly Value Death Benefit Rider

This rider forms a part of the Base Contract to which it is attached and is effective on the Issue Date of the Base Contract shown on the Contract Schedule. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract or are added in this rider. This rider terminates as indicated in the **Conditions for Termination of this Rider** section.

Definitions

Definitions specific to this rider that are not in the Base Contract follow.

Base Contract	The contract to which this rider is attached.
Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Issue Date or any Contract Anniversary. Quarterly Anniversaries also include Contract Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Quarterly Anniversary Value	A calculation we use in determining the Quarterly Value Death Benefit value.
Quarterly Value Death Benefit	The death benefit provided by this rider.

Death Benefit

The provision titled "Traditional Death Benefit Amount During the Accumulation Phase" under the Death Benefit section is replaced with the following:

Quarterly Value Death Benefit Amount During the Accumulation Phase	The death benefit is equal to the greater of (a) or (b) less any deductions we make to reimburse ourselves for any applicable Premium Tax. (a) The Contract Value. (b) The Quarterly Value Death Benefit value, which is the Quarterly Anniversary Value.
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We determine the Contract Value or Quarterly Anniversary Value, as applicable, at the end of the Business Day we receive both an Authorized Request of the death benefit payment option and due proof of death.

The Quarterly Anniversary Value on the Issue Date is equal to the Purchase Payment received on the Issue Date.

At the end of each Business Day we:

- (a) increase the Quarterly Anniversary Value by the amount of any additional Purchase Payments received that day, and
- (b) we reduce it proportionately by the percentage of Contract Value applied to a Partial Annuitization or withdrawn that day, including any withdrawal charge.

On each Quarterly Anniversary before the older Owner's 91st birthday, the Quarterly Anniversary Value is equal to the greater of its value on the previous Business Day, or the Contract Value at the end of the previous Business Day.

Death Benefit *continued from the previous page*

Quarterly Value Death Benefit Amount During the Accumulation Phase (continued)

Beginning with the Quarterly Anniversary that occurs on or after the older Owner's 91st birthday, we calculate the Quarterly Anniversary Value in the same way that we do on each Business Day other than a Quarterly Anniversary.

Any part of the death benefit amount that you invested in the Variable Account remains in the Variable Account until distribution begins. From the time we determine the death benefit until it is completely distributed, any amount in the Variable Account is subject to investment risk, which is borne by the Beneficiary.

General Provisions

Conditions for Termination of this Rider

This rider terminates on the earliest of:

- (a) The Business Day before the Income Date that you take a Full Annuitization.
- (b) The Business Day that the Quarterly Value Death Benefit value and the Contract Value are both zero.
- (c) The Business Day that the Accumulation Portion terminates.
- (d) The Business Day that the Base Contract terminates.

Rider Charge

The additional Mortality and Expense Risk Charge for this rider is shown on the Contract Schedule.

In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Maureen A. Phillips
Secretary

Gary Bhojwani
President

]

Asset Allocation Rider

This rider limits Investment Option allocations and restricts Transfers under the Base Contract. On each Quarterly Anniversary, we reallocate Contract Values in accordance with the provisions that follow.

This rider forms a part of the Base Contract to which it is attached and is effective on the Rider Effective Date shown on the Contract Schedule. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract or are added in this rider. This rider terminates as indicated under the **Conditions for Termination of this Rider** section.

Definition

Definitions specific to this rider that are not in the Base Contract follow.

Base Contract	The contract to which this rider is attached.
Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Rider Effective Date or any subsequent Rider Anniversary. Quarterly Anniversaries also include Rider Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Rider Anniversary	A 12-month anniversary of the Rider Effective Date.

Asset Allocation Restrictions

Restrictions for Selecting Investment Options and Making Transfers	<p>We restrict your selection of certain Investment Options and the percentage of Contract Value that you can have in certain Investment Options, as shown on the Contract Schedule.</p> <p>If we offer more than one Investment Option group, we only allow you to make allocations, transfers and withdrawals to and from the Investment Option groups as long as you do not exceed these limitations. In addition, at the end of the Business Day before each Quarterly Anniversary, we rebalance the Contract Value in each of your selected Investment Options according to your allocation instructions for future Purchase Payments. These Investment Option allocation, transfer and withdrawal restrictions terminate as indicated in the Conditions for Termination of this Rider section.</p> <p>If we offer more than one Investment Option group, we cannot move Investment Options between groups after the Rider Effective Date, but we may add or remove Investment Options from the Base Contract in the future. If we do, we will provide written notice regarding additions to or deletions from the Investment Option groups.</p>
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General Provisions

Conditions for Termination of this Rider	<p>This rider terminates upon the earliest of the following.</p> <ul style="list-style-type: none">(a) The termination of the Base Contract.(b) The termination of the optional benefit associated with this Rider.
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In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

**Allianz Life Insurance Company
of North America**

[

Maureen A. Phillips
Secretary

Gary Bhojwani
President

]

Asset Allocation Rider

This rider limits Investment Option allocations and restricts Transfers under the Base Contract. On each Quarterly Anniversary, we reallocate Contract Values in accordance with the provisions that follow.

This rider forms a part of the Base Contract to which it is attached and is effective on the Rider Effective Date shown on the Contract Schedule. In the case of a conflict with any provision in the Base Contract, the provisions of this rider control. Defined terms and contractual provisions are set forth in the Base Contract, or are added in this rider. This rider terminates as indicated under the **Conditions for Termination of this Rider** section.

Definitions

Definitions specific to this rider that are not in the Base Contract follow.

Base Contract	The contract to which this rider is attached.
Quarterly Anniversary	The day that occurs three, six, and nine calendar months after the Rider Effective Date or any subsequent Rider Anniversary. Quarterly Anniversaries also include Rider Anniversaries. If the Quarterly Anniversary does not occur on a Business Day, we consider it to occur on the next Business Day.
Rider Anniversary	A 12-month anniversary of the Rider Effective Date.

Investment Option and Asset Allocation Restrictions

Purchase Payments	We allocate additional Purchase Payments according to your instructions, subject to the Maximum Allowable Allocation at the end of the current Business Day. You can only make additional Purchase Payments during the Purchase Payment Period shown on the Contract Schedule.
Quarterly Rebalancing and Investment Option Allocation and Transfer Restrictions	<p>At the end of the Business Day before each Quarterly Anniversary, we rebalance the Contract Value in each of your selected Investment Options according to the Required Individual Allocation. We only allow you to make Investment Option transfers as long as you do not exceed the Maximum Allowable Allocation restrictions.</p> <p>The Investment Options in Group A, Group B, Group X and Group Y are shown on the Contract Schedule. We cannot move Investment Options between these groups after the Rider Effective Date, but we may add or remove Investment Options from the Base Contract in the future. If we do, we will provide written notice regarding additions to or deletions from the Investment Option groups.</p>

Investment Option and Asset Allocation Restrictions *continued from the previous page*

Maximum Allowable Allocation

On the Rider Effective Date, the Maximum Allowable Allocation for the combined Groups A, B, and X is set out in Table A, and the Maximum Allowable Allocation for Group A is set out in Table B. Tables A and B are shown on the Contract Schedule.

On each Quarterly Anniversary, we calculate the new Maximum Allowable Allocation for the combined Groups A, B and X; Group A; and the combined Groups B and X as follows.

Combined Groups A, B, and X. On each Quarterly Anniversary, the new Maximum Allowable Allocation for the combined Groups A, B, and X is the lesser of:

- (a) the Maximum Allowable Allocation for the combined Groups A, B, and X at the end of the previous Business Day; or
- (b) the Maximum Allowable Allocation for the combined Groups A, B, and X as set out in Table A.

Group A. We then use Table B and the new Maximum Allowable Allocation for the combined Groups A, B, and X to determine the new Maximum Allowable Allocation for Group A.

Combined Groups B and X. We determine the new Maximum Allowable Allocation for the combined Groups B and X by taking the new Maximum Allowable Allocation for the combined Groups A, B and X minus the new Required Allocation for Group A (see below).

The maximum decrease that can occur in any twelve-month period to the Maximum Allowable Allocation for the combined Groups A, B, and X is 15%, and for Group A, it is 10%.

Required Allocation

On the Rider Effective Date, the Required Allocation for Group A; the combined Groups B and X; and Group Y is according to your allocation instructions for future Purchase Payments.

On each Quarterly Anniversary, we rebalance the new Required Allocation for Group A; the combined Groups B and X; and Group Y as follows:

Group A. The new Required Allocation for Group A is the lesser of:

- (a) the Required Allocation for Group A at the end of the previous Business Day; or
- (b) the new Maximum Allowable Allocation for Group A.

On each Quarterly Anniversary, if your selected allocation for Investment Option Group A is greater than the new Maximum Allowable Allocation, the difference between these two numbers is the Excess Allocation.

Combined Groups B and X. The new Required Allocation for the combined Groups B and X is the lesser of:

- (a) the Required Allocation for the combined Groups B and X at the end of the previous Business Day plus any Excess Allocation moved from Group A; or
- (b) the new Maximum Allowable Allocation for the combined Groups B and X.

Group Y. The new Required Allocation for Group Y is equal to 100% minus the new Required Allocation for Group A and minus the new Required Allocation for the combined Groups B and X.

Investment Option and Asset Allocation Restrictions *continued from the previous page*

Required Individual Allocation

On the Rider Effective Date, the Required Individual Allocation for each of your selected Investment Options is according to your allocation instructions for future Purchase Payments.

On each Quarterly Anniversary, we rebalance the Contract Value in your selected Investment Options according to the new Required Individual Allocation.

The new Required Individual Allocation formula is (a) multiplied by (b) divided by (c), where:
(a) is the new Required Allocation for the Investment Option group on the current Quarterly Anniversary,
(b) is the Required Individual Allocation at the end of the previous Business Day, and
(c) is the Required Allocation for the Investment Option group calculated at the end of the previous Business Day.

Because we require allocations to Investment Options to be whole percentages, we round the Required Individual Allocation to the nearest whole percentage. If you change your allocation instructions, they must comply with the current Maximum Allowable Allocation restrictions and they become the new Required Allocation for Group A; the combined Groups B and X; Group Y; and the new Required Individual Allocation.

General Provisions

Conditions for Termination of this Rider

This rider terminates upon the earliest of the following.

- (a) The termination of the Base Contract.
- (b) The termination of the optional benefit associated with this Rider.

In all other respects the provisions, conditions, exceptions and limitations contained in the Base Contract remain unchanged.

Signed for the Company at its home office.

Allianz Life Insurance Company of North America

[

Maureen A. Phillips
Secretary

Gary Bhojwani
President

]

CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: \$[25,000]

**MINIMUM ADDITIONAL
PURCHASE PAYMENT:** \$[50]

**MAXIMUM TOTAL
PURCHASE PAYMENTS:** \$[1 million; higher amounts may be accepted with our approval]

MORTALITY AND EXPENSE RISK (M&E) CHARGE:

The M&E Charge is an annualized rate that is realized on a daily basis as a percentage of the net asset value of the Investment Option.

During the Accumulation Phase:

The M&E Charge includes a charge of [1.75]% for the annuity.
[An additional M&E Charge of [0.30]% is charged for the Quarterly Value Death Benefit.]

During the Annuity Phase:

The M&E Charge is [1.15]%.

CONTRACT MAINTENANCE CHARGE: The Contract Maintenance Charge is \$[50.00] each Contract Year. We deduct the Contract Maintenance Charge from the Contract Value on the last day of each Contract Year while this contract is in force. If the last day of the Contract Year is not a Business Day we deduct the charge on the next Business Day. We deduct the Contract Maintenance Charge from the Investment Options proportionately based on the amount of the Contract Value in each Investment Option relative to the total Contract Value.

During the Accumulation Phase, we do not deduct the Contract Maintenance Charge if your Contract Value at the time we are to deduct the charge is at least \$[100,000]. If you take a total withdrawal on a date other than a Contract Anniversary we deduct the full Contract Maintenance Charge. In the event you own more than one contract of the same type issued by the Company, we determine the total Contract Value for all of the contracts. If the total value for all of the contracts is at least \$[100,000] at the time we are to deduct the charge, we do not assess the Contract Maintenance Charge. If the Contract Owner is a non-individual, we look to the Annuitant to determine if we assess the charge.

During the Annuity Phase, we deduct the Contract Maintenance Charge proportionately from each Annuity Payment. During the Annuity Phase, if the total Contract Value for all the Owner’s contracts is at least \$[100,000] on the Income Date, we do not assess the Contract Maintenance Charge.

TRANSFERS:

NUMBER OF FREE TRANSFERS PERMITTED: Currently, there are no limits on the number of transfers that you can make. We reserve the right to change this. You are currently allowed [12] free transfers each Contract Year. This applies to transfers during both the Accumulation Phase and Annuity Phase.

TRANSFER FEE: We reserve the right to charge a fee of \$[25] for each transfer you make in excess of the free transfers permitted. We do not count transfers we make at the end of the Right to Examine period, any transfers made pursuant to a regularly scheduled transfer, or other transfers under programs specifically waiving the Transfer Fee in determining the application of the Transfer Fee.

WITHDRAWAL CHARGE: NONE

MINIMUM PARTIAL WITHDRAWAL: \$[500]

MINIMUM CONTRACT VALUE THAT MUST REMAIN IN THE CONTRACT AFTER A PARTIAL WITHDRAWAL:
\$[2,000]

MINIMUM ANNUITY PAYMENT: \$[100]

REQUIRED RIDER: [Income Protector Rider or Investment Protector Rider]. A Required Rider is waived if dropped because of a Rider Charge increase [; or if the [Income Protector Rider] terminates because you select single Lifetime Plus Payments, the sole Covered Person dies, and the contract is continued].

RIDERS:

[The applicable riders based on the information from the application will populate this area.]

SERVICE CENTER: [ALLIANZ] SERVICE CENTER
 [P.O. Box 561
 Minneapolis, MN 55440-0561
 800-624-0197]

ANNUITY PAYMENT TABLES

Table A below shows the guaranteed amount of Annuity Payment for each \$1,000 of value applied under a fixed Annuity Option. Table A is based on an interest rate of 2 ½% per year and the 1983(a) Individual Mortality Table with mortality improvement projected 30 years using Mortality Projection Scale G.

Table B below shows the amount of the first monthly variable Annuity Payment, based on an Assumed Investment Rate of 5%, for each \$1,000 of value applied under a variable Annuity Option.

The amount of such Annuity Payments under Annuity Options 1, 2 and 5 depends on the sex and Age of the Annuitant on the Income Date. The amount of such Annuity Payments under Option 3 and 4 depends on the sex and the Age of the Annuitant and Joint Annuitant on the Income Date. Any amounts not shown for Ages, guaranteed periods or other Annuity Options are provided upon request.

Table A - Guaranteed Monthly Annuity Payments Per \$1,000 of Value										
Fixed Annuity Options										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	2.85	2.72	2.84	2.72	2.84	2.71	2.61	2.61	2.81	2.70
40	3.17	2.97	3.16	2.97	3.14	2.96	2.82	2.82	3.10	2.94
50	3.67	3.38	3.65	3.37	3.58	3.34	3.14	3.14	3.51	3.29
60	4.50	4.03	4.43	4.01	4.18	3.90	3.67	3.67	4.13	3.84
70	6.03	5.23	5.70	5.10	4.83	4.62	4.59	4.58	5.11	4.72
80	8.92	7.68	7.43	6.88	5.21	5.16	6.40	6.21	6.66	6.18
90	14.75	13.12	8.94	8.74	5.27	5.27	10.23	8.42	9.39	8.81

Table B - Guaranteed Initial Monthly Annuity Payment Per \$1,000 of Proceeds										
Variable Annuity Options Based on 5% Assumed Investment Rate										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	4.46	4.36	4.46	4.35	4.45	4.35	4.27	4.27	4.44	4.35
40	4.72	4.55	4.71	4.55	4.68	4.53	4.41	4.41	4.68	4.53
50	5.18	4.89	5.14	4.87	5.04	4.83	4.65	4.65	5.06	4.83
60	5.96	5.49	5.86	5.45	5.56	5.31	5.10	5.10	5.70	5.36
70	7.49	6.65	7.07	6.47	6.13	5.94	5.96	5.94	6.77	6.27
80	10.42	9.12	8.68	8.16	6.46	6.41	7.72	7.50	8.54	7.94
90	16.30	14.63	10.08	9.89	6.51	6.51	11.54	9.58	11.63	10.92

INVESTMENT PROTECTOR [(08.09)] CONTRACT SCHEDULE

OWNER:	[John Doe]	CONTRACT NUMBER:	[??687456]
JOINT OWNER:	[Jane Doe]	RIDER EFFECTIVE DATE:	[04/15/08]
ANNUITANT:	[John Doe]	INITIAL TARGET VALUE DATE:	[04/15/18]

PURCHASE PAYMENT PERIOD: The first [3] years following the Rider Effective Date

[INITIAL AMOUNT: [Total Purchase Payments received before the first Quarterly Anniversary.]]

[ANNUAL MAXIMUM ADDITIONAL PURCHASE PAYMENTS: [Cannot exceed the Initial Amount; higher amounts may be accepted with our approval]]

If the Rider Effective Date is the same as the Issue Date on the Contract Schedule, the following will appear:

[During the first rider year, additional Purchase Payments are allowed on or after the first Quarterly Anniversary and before the first Rider Anniversary up to the Initial Amount.]

GUARANTEE PERCENTAGE: [90]%

EARLIEST TARGET VALUE ANNIVERSARY: [10th] Rider Anniversary

FUTURE ANNIVERSARY: [5th] Rider Anniversary.

MAXIMUM BIRTHDAY: [91st] birthday

MAXIMUM RESET BIRTHDAY: [81st] birthday

RIDER CHARGE:

The Rider Charge is an annualized rate that we accrue each day after the Rider Effective Date as a percentage of the Target Value. If any day that we are to accrue this charge is not a Business Day, we use the Target Value at the end of the previous Business Day. We deduct the Rider Charge for each quarter on the earlier of the following: (a) at the end of the Business Day immediately before the Quarterly Anniversary; or (b) when we deduct the final Rider Charge. We deduct the Rider Charge from the Contract Value at the end of the Business Day before each Quarterly Anniversary before we use that Contract Value to compute any values under this contract.

A Rider Charge of [1.25]% is assessed for this benefit.

MAXIMUM RIDER CHARGE FOR THE INVESTMENT PROTECTOR: [2.50]%

INCOME PROTECTOR [(08.09)] CONTRACT SCHEDULE

OWNER: [John Doe] **CONTRACT NUMBER:** [??687456]
JOINT OWNER: [Jane Doe] **RIDER EFFECTIVE DATE:** [04/15/08]
ANNUITANT: [John Doe]
COVERED PERSON(S): [John Doe]
[Jane Doe]

[INITIAL AMOUNT: [Total Purchase Payments received before the first Quarterly Anniversary.]]

[ANNUAL MAXIMUM ADDITIONAL PURCHASE PAYMENTS: [Cannot exceed the Initial Amount; higher amounts may be accepted with our approval]]

If the Rider Effective Date is the same as the Issue Date on the Contract Schedule, the following will appear:

[During the first rider year, additional Purchase Payments are allowed on or after the first Quarterly Anniversary and before the first Rider Anniversary up to the Initial Amount.]

MAXIMUM AGE FOR SELECTING THE INCOME PROTECTOR: The older Covered Person must be age [80] or younger on the Rider Effective Date.

ANNUAL INCREASE PERCENTAGE: [5]%

MAXIMUM BIRTHDAY: [91st] birthday

GUARANTEE YEARS: [20] years

AGES AT WHICH YOU CAN EXERCISE THE INCOME PROTECTOR: On the Benefit Date, all Covered Persons must be at least age [50] and no Covered Person can be age [91] or older.

EARLIEST BENEFIT DATE: [15] calendar days after we receive your Authorized Request for Lifetime Plus Payments. The Benefit Date must be the [1st or 15th] of a calendar month.

FREE WITHDRAWAL PRIVILEGE: The Free Withdrawal Privilege is no longer available to you beginning on the Benefit Date and until the Rider Termination Date.

MINIMUM LIFETIME PLUS PAYMENT: \$[100]

ANNUAL MAXIMUM LIFETIME PLUS PAYMENT TABLE:

Age band of the Covered Person, or younger Covered Person for joint <u>Lifetime Plus Payments</u>	Annual Maximum Lifetime Plus Payment <u>percentage</u>
[65 to 79	4%
[80 or older	5%

RIDER CHARGE:

The Rider Charge is an annualized rate that we accrue each day after the Rider Effective Date as a percentage of the Benefit Base. If any day that we are to accrue this charge is not a Business Day, we use the Benefit Base at the end of the previous Business Day. We deduct the Rider Charge for each quarter on the earlier of the following: (a) at the end of the Business Day immediately before the Quarterly Anniversary; or (b) when we deduct the final Rider Charge. We deduct the Rider Charge from the Contract Value at the end of the Business Day before each Quarterly Anniversary before we use that Contract Value to compute any values under this contract.

[A Rider Charge of [1.10]% is assessed for single Lifetime Plus Payments.]

[A Rider Charge of [1.25]% is assessed for joint Lifetime Plus Payments.]

MAXIMUM RIDER CHARGE FOR THE INCOME PROTECTOR:

For single Lifetime Plus Payments or if you selected joint Lifetime Plus Payments and you drop a Covered Person	[2.50]%
For joint Lifetime Plus Payments	[2.75]%

CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

PURCHASE PAYMENTS:

INITIAL PURCHASE PAYMENT: \$[25,000]
**MINIMUM ADDITIONAL
PURCHASE PAYMENT:** \$[50]
**MAXIMUM TOTAL
PURCHASE PAYMENTS:** \$[1 million; higher amounts may be accepted with our approval]

MORTALITY AND EXPENSE RISK (M&E) CHARGE:

The M&E Charge is an annualized rate that is realized on a daily basis as a percentage of the net asset value of the Investment Option.

During the Accumulation Phase:

The M&E Charge includes a charge of [1.75]% for the annuity.
[An additional M&E Charge of [0.30]% is charged for the Quarterly Value Death Benefit.]

During the Annuity Phase:

The M&E Charge is [1.40]%.

CONTRACT MAINTENANCE CHARGE: The Contract Maintenance Charge is \$[50.00] each Contract Year. We deduct the Contract Maintenance Charge from the Contract Value on the last day of each Contract Year while this contract is in force. If the last day of the Contract Year is not a Business Day we deduct the charge on the next Business Day. We deduct the Contract Maintenance Charge from the Investment Options proportionately based on the amount of the Contract Value in each Investment Option relative to the total Contract Value.

During the Accumulation Phase, we do not deduct the Contract Maintenance Charge if your Contract Value at the time we are to deduct the charge is at least \$[100,000]. If you take a total withdrawal on a date other than a Contract Anniversary we deduct the full Contract Maintenance Charge. In the event you own more than one contract of the same type issued by the Company, we determine the total Contract Value for all of the contracts. If the total value for all of the contracts is at least \$[100,000] at the time we are to deduct the charge, we do not assess the Contract Maintenance Charge. If the Contract Owner is a non-individual, we look to the Annuitant to determine if we assess the charge.

During the Annuity Phase, we deduct the Contract Maintenance Charge proportionately from each Annuity Payment. During the Annuity Phase, if the total Contract Value for all the Owner's contracts is at least \$[100,000] on the Income Date, we do not assess the Contract Maintenance Charge.

TRANSFERS:

NUMBER OF FREE TRANSFERS PERMITTED: Currently, there are no limits on the number of transfers that you can make. We reserve the right to change this. You are currently allowed [12] free transfers each Contract Year. This applies to transfers during both the Accumulation Phase and Annuity Phase.

TRANSFER FEE: We reserve the right to charge a fee of \$[25] for each transfer you make in excess of the free transfers permitted. We do not count transfers we make at the end of the Right to Examine period, any transfers made pursuant to a regularly scheduled transfer, or other transfers under programs specifically waiving the Transfer Fee in determining the application of the Transfer Fee.

WITHDRAWAL CHARGE: NONE

MINIMUM PARTIAL WITHDRAWAL: \$[500]

MINIMUM CONTRACT VALUE THAT MUST REMAIN IN THE CONTRACT AFTER A PARTIAL WITHDRAWAL:
\$[2,000]

MINIMUM ANNUITY PAYMENT: \$[100]

REQUIRED RIDER: [Income Protector Rider or Investment Protector Rider]. A Required Rider is waived if dropped because of a Rider Charge increase [; or if the [Income Protector Rider] terminates because you select single Lifetime Plus Payments, the sole Covered Person dies, and the contract is continued].

RIDERS:

[The applicable riders based on the information from the application will populate this area.]

SERVICE CENTER: [ALLIANZ] SERVICE CENTER
 [P.O. Box 561
 Minneapolis, MN 55440-0561
 800-624-0197]

ANNUITY PAYMENT TABLES

Table A below shows the guaranteed amount of Annuity Payment for each \$1,000 of value applied under a fixed Annuity Option. Table A is based on an interest rate of 2 ½% per year and the 1983(a) Individual Mortality Table with mortality improvement projected 30 years using Mortality Projection Scale G.

Table B below shows the amount of the first monthly variable Annuity Payment, based on an Assumed Investment Rate of 5%, for each \$1,000 of value applied under a variable Annuity Option.

The amount of such Annuity Payments under Annuity Options 1, 2 and 5 depends on the sex and Age of the Annuitant on the Income Date. The amount of such Annuity Payments under Option 3 and 4 depends on the sex and the Age of the Annuitant and Joint Annuitant on the Income Date. Any amounts not shown for Ages, guaranteed periods or other Annuity Options are provided upon request.

Table A - Guaranteed Monthly Annuity Payments Per \$1,000 of Value										
Fixed Annuity Options										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	2.85	2.72	2.84	2.72	2.84	2.71	2.61	2.61	2.81	2.70
40	3.17	2.97	3.16	2.97	3.14	2.96	2.82	2.82	3.10	2.94
50	3.67	3.38	3.65	3.37	3.58	3.34	3.14	3.14	3.51	3.29
60	4.50	4.03	4.43	4.01	4.18	3.90	3.67	3.67	4.13	3.84
70	6.03	5.23	5.70	5.10	4.83	4.62	4.59	4.58	5.11	4.72
80	8.92	7.68	7.43	6.88	5.21	5.16	6.40	6.21	6.66	6.18
90	14.75	13.12	8.94	8.74	5.27	5.27	10.23	8.42	9.39	8.81

Table B - Guaranteed Initial Monthly Annuity Payment Per \$1,000 of Proceeds										
Variable Annuity Options Based on 5% Assumed Investment Rate										
Age of Annuitant on the Income Date	Option 1		Option 2				Option 3	Option 4	Option 5	
			Guaranteed Period of 10 Years		Guaranteed Period of 20 Years		100% Joint and Last Survivor	Guaranteed Period of 10 Years		
	Male	Female	Male	Female	Male	Female	Male & Female Same Age	Male & Female Same Age	Male	Female
30	4.46	4.36	4.46	4.35	4.45	4.35	4.27	4.27	4.44	4.35
40	4.72	4.55	4.71	4.55	4.68	4.53	4.41	4.41	4.68	4.53
50	5.18	4.89	5.14	4.87	5.04	4.83	4.65	4.65	5.06	4.83
60	5.96	5.49	5.86	5.45	5.56	5.31	5.10	5.10	5.70	5.36
70	7.49	6.65	7.07	6.47	6.13	5.94	5.96	5.94	6.77	6.27
80	10.42	9.12	8.68	8.16	6.46	6.41	7.72	7.50	8.54	7.94
90	16.30	14.63	10.08	9.89	6.51	6.51	11.54	9.58	11.63	10.92

INVESTMENT PROTECTOR [(08.09)] CONTRACT SCHEDULE

OWNER:	[John Doe]	CONTRACT NUMBER:	[??687456]
JOINT OWNER:	[Jane Doe]	RIDER EFFECTIVE DATE:	[04/15/08]
ANNUITANT:	[John Doe]	INITIAL TARGET VALUE DATE:	[04/15/18]

PURCHASE PAYMENT PERIOD: The first [3] years following the Rider Effective Date

[INITIAL AMOUNT: [Total Purchase Payments received before the first Quarterly Anniversary.]]

[ANNUAL MAXIMUM ADDITIONAL PURCHASE PAYMENTS: [Cannot exceed the Initial Amount; higher amounts may be accepted with our approval]]

If the Rider Effective Date is the same as the Issue Date on the Contract Schedule, the following will appear:

[During the first rider year, additional Purchase Payments are allowed on or after the first Quarterly Anniversary and before the first Rider Anniversary up to the Initial Amount.]

GUARANTEE PERCENTAGE: [90]%

EARLIEST TARGET VALUE ANNIVERSARY: [10th] Rider Anniversary

FUTURE ANNIVERSARY: [5th] Rider Anniversary.

MAXIMUM BIRTHDAY: [91st] birthday

MAXIMUM RESET BIRTHDAY: [81st] birthday

RIDER CHARGE:

The Rider Charge is an annualized rate that we accrue each day after the Rider Effective Date as a percentage of the Target Value. If any day that we are to accrue this charge is not a Business Day, we use the Target Value at the end of the previous Business Day. We deduct the Rider Charge for each quarter on the earlier of the following: (a) at the end of the Business Day immediately before the Quarterly Anniversary; or (b) when we deduct the final Rider Charge. We deduct the Rider Charge from the Contract Value at the end of the Business Day before each Quarterly Anniversary before we use that Contract Value to compute any values under this contract.

A Rider Charge of [1.25]% is assessed for this benefit.

MAXIMUM RIDER CHARGE FOR THE INVESTMENT PROTECTOR: [2.50]%

INVESTMENT OPTIONS CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

ALLOCATION GUIDELINES:

- [1. Currently, you can select up to [15] of the Investment Options.
- 2. Allocations must be made in whole percentages.]

[INVESTMENT OPTION RESTRICTION FOR ALLOCATING CONTRACT VALUE:

[Group A: no more than [0]% of total Contract Value]
[Group B: no more than [0]% of total Contract Value]
[Combined Group A and Group B: no more than [0]% of total Contract Value]
[Combined Group B and Group C: no more than [0]% of total Contract Value]
[Group C: up to [100]% of Contract Value]]

INVESTMENT OPTIONS:

VARIABLE ACCOUNT: [Allianz Life Variable Account B]

Shown below are the Investment Options.

[Group A Investment Options
AZL COLUMBIA TECHNOLOGY
FRANKLIN GLOBAL COMMUNICATIONS SECURITIES
DAVIS VA FINANCIAL PORTFOLIO
PIMCO VIT COMMODITY PORTFOLIO
AZL SCHRODER EMERGING MARKETS EQUITY FUND
AZL VAN KAMPEN GLOBAL REAL ESTATE
AZL DREYFUS PREMIER SMALL CAP VALUE
AZL FRANKLIN SMALL CAP VALUE
AZL SCHRODER INTERNATIONAL SMALL CAP
AZL SMALL CAP STOCK INDEX
AZL OCC OPPORTUNITY
AZL TURNER QUANTITATIVE SMALL CAP GROWTH]
[Group B Investment Options
AZL NEUBERGER BERMAN REGENCY
OPCAP MID CAP
AZL VAN KAMPEN MID CAP GROWTH
AZL AIM INTERNATIONAL EQUITY
AZL OPPENHEIMER INTERNATIONAL GROWTH
AZL NACM INTERNATIONAL FUND
AZL OPPENHEIMER GLOBAL
AZL VAN KAMPEN GLOBAL FRANCHISE
MUTUAL DISCOVERY SECURITIES
TEMPLETON GROWTH SECURITIES
AZL DAVIS NY VENTURE
AZL OCC VALUE
AZL VAN KAMPEN GROWTH AND INCOME
AZL VAN KAMPEN COMSTOCK
AZL OPPENHEIMER MAIN STREET
AZL S&P 500 INDEX FUND
AZL TARGETPLUS EQUITY
AZL DREYFUS FOUNDERS EQUITY GROWTH
AZL LEGG MASON GROWTH
AZL LMP LARGE CAP GROWTH
AZL JENNISON GROWTH]

[Group C Investment Options
AZL FUSION GROWTH
AZL FUSION MODERATE
AZL TARGETPLUS GROWTH
AZL TARGETPLUS MODERATE
FRANKLIN TEMPLETON VIP FOUNDING FUNDS
AZL VAN KAMPEN EQUITY AND INCOME
BLACKROCK GLOBAL ALLOCATION VI FUND
AZL FUSION BALANCED
AZL TARGETPLUS BALANCED
FRANKLIN INCOME SECURITIES
PIMCO VIT ALL ASSET PORTFOLIO
PIMCO VIT EMERGING MARKETS BOND PORTFOLIO
PIMCO VIT GLOBAL BOND PORTFOLIO
TEMPLETON GLOBAL INCOME SECURITIES
FRANKLIN HIGH INCOME
PIMCO VIT HIGH YIELD
FRANKLIN ZERO COUPON 2010
PIMCO VIT TOTAL RETURN PORTFOLIO
PIMCO VIT REAL RETURN PORTFOLIO
FRANKLIN U.S.GOVERNMENT
AZL MONEY MARKET]

INVESTMENT OPTIONS CONTRACT SCHEDULE

OWNER: [John Doe]
JOINT OWNER: [Jane Doe]
ANNUITANT: [John Doe]

CONTRACT NUMBER: [??687456]
ISSUE DATE: [04/15/07]
INCOME DATE: [04/15/17]

ALLOCATION GUIDELINES:

- [1. Currently, you can select up to [15] of the Investment Options.
- [2. Allocations must be made in whole percentages.]

[INVESTMENT OPTION RESTRICTION FOR ALLOCATING CONTRACT VALUE:

[Group A: no more than [0]% of total Contract Value]
[Group B: no more than [0]% of total Contract Value]
[Combined Group A and Group B: no more than [0]% of total Contract Value]
[Combined Group A and Group B and Group X: no more than [0]% of total Contract Value]
[Combined Group B and Group X: no more than [0]% of total Contract Value]
[Group X: no more than [100]% of total Contract Value]
[Group Y: no less than [100]% of total Contract Value]]

INVESTMENT OPTIONS:

VARIABLE ACCOUNT: [Allianz Life Variable Account B]

Shown below are the Investment Options.

[Group A Investment Options
AZL COLUMBIA TECHNOLOGY
FRANKLIN GLOBAL COMMUNICATIONS SECURITIES
DAVIS VA FINANCIAL PORTFOLIO
PIMCO VIT COMMODITY PORTFOLIO
AZL SCHRODER EMERGING MARKETS EQUITY FUND
AZL VAN KAMPEN GLOBAL REAL ESTATE
AZL DREYFUS PREMIER SMALL CAP VALUE
AZL FRANKLIN SMALL CAP VALUE
AZL SCHRODER INTERNATIONAL SMALL CAP
AZL SMALL CAP STOCK INDEX
AZL OCC OPPORTUNITY
AZL TURNER QUANTITATIVE SMALL CAP GROWTH]
[Group B Investment Options
AZL NEUBERGER BERMAN REGENCY
OPCAP MID CAP
AZL VAN KAMPEN MID CAP GROWTH
AZL AIM INTERNATIONAL EQUITY
AZL OPPENHEIMER INTERNATIONAL GROWTH
AZL NACM INTERNATIONAL FUND
AZL OPPENHEIMER GLOBAL
AZL VAN KAMPEN GLOBAL FRANCHISE
MUTUAL DISCOVERY SECURITIES
TEMPLETON GROWTH SECURITIES
AZL DAVIS NY VENTURE
AZL OCC VALUE
AZL VAN KAMPEN GROWTH AND INCOME
AZL VAN KAMPEN COMSTOCK
MUTUAL SHARES SECURITIES
AZL FIRST TRUST TARGET DOUBLEPLAY
AZL JENNISON 20/20 FOCUS
AZL LEGG MASON VALUE
AZL PIMCO FUNDAMENTAL INDEXPLUS TOTAL RETURN
AZL OPPENHEIMER MAIN STREET
AZL S&P 500 INDEX FUND
AZL TARGETPLUS EQUITY
AZL DREYFUS FOUNDERS EQUITY GROWTH

AZL LEGG MASON GROWTH
AZL LMP LARGE CAP GROWTH
AZL JENNISON GROWTH]

[Group X Investment Options
AZL FUSION GROWTH
AZL FUSION MODERATE
AZL TARGETPLUS GROWTH
AZL TARGETPLUS MODERATE
FRANKLIN TEMPLETON VIP FOUNDING FUNDS
AZL VAN KAMPEN EQUITY AND INCOME
BLACKROCK GLOBAL ALLOCATION VI FUND]

[Group Y Investment Options
AZL FUSION BALANCED
AZL TARGETPLUS BALANCED
FRANKLIN INCOME SECURITIES
PIMCO VIT ALL ASSET PORTFOLIO
PIMCO VIT EMERGING MARKETS BOND PORTFOLIO
PIMCO VIT GLOBAL BOND PORTFOLIO
TEMPLETON GLOBAL INCOME SECURITIES
FRANKLIN HIGH INCOME
PIMCO VIT HIGH YIELD
FRANKLIN ZERO COUPON 2010
PIMCO VIT TOTAL RETURN PORTFOLIO
PIMCO VIT REAL RETURN PORTFOLIO
FRANKLIN U.S.GOVERNMENT
AZL MONEY MARKET]

MAXIMUM ALLOWABLE ALLOCATION TABLES

Table A

Maximum Allowable Allocation to Investment Options in the combined Groups A, B and X based on the number of years* to the Initial Target Value Date and the comparison of Contract Value (CV) to the Target Value (TV)

No. of years* to the Initial Target Value Date	CV =		CV <		CV =		CV <		CV =		CV <		CV =		CV <		CV < 4% of TV]
	94%+ of TV																
33+	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
32	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	90%
31	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	90%	85%
30	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	90%	85%	80%
29	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	90%	85%	80%	75%
28	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	90%	85%	80%	75%	70%
27	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	90%	85%	80%	75%	70%	65%
26	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	90%	85%	80%	75%	70%	65%	60%
25	95%	95%	95%	95%	95%	95%	95%	95%	95%	90%	85%	80%	75%	70%	65%	60%	55%
24	95%	95%	95%	95%	95%	95%	95%	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%
23	95%	95%	95%	95%	95%	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%
22	95%	95%	95%	95%	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%
21	95%	95%	95%	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%	30%
20	95%	95%	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%	30%	25%
19	95%	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%	30%	25%	20%
18	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%
17	90%	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%
16	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%	10%
15	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%	10%	10%
14	75%	70%	65%	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%	10%	10%	10%
13	70%	65%	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%	10%	10%	10%	10%
12	65%	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%	10%	10%	10%	10%	10%
11	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%	10%	10%	10%	10%	10%	10%
10	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%	10%	10%	10%	10%	10%	10%	10%
9	50%	45%	40%	35%	30%	25%	20%	15%	10%	10%	10%	10%	10%	10%	10%	10%	10%
8	45%	40%	35%	30%	25%	20%	15%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
7	40%	35%	30%	25%	20%	15%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
6	35%	30%	25%	20%	15%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
5	30%	25%	20%	15%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
4	25%	20%	15%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
3	20%	15%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
2	15%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
1	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
0	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%

* We round the number of years until the Initial Target Value Date up to the next whole number.

Table B

Maximum Allowable Allocation for Investment Option Group A and the Minimum Allocation Requirement for Investment Option Group Y based on the Maximum Allowable Allocation from Table A.

When the Maximum Allowable Allocation for Investment Options in the combined Groups A, B and X is...	then the Maximum Allowable Allocation for Investment Options in Group A is...	and the Minimum Allocation Requirement for Investment Options in Group Y is...
95%	30%	5%
90%	30%	10%
85%	25%	15%
80%	25%	20%
75%	20%	25%
70%	20%	30%
65%	15%	35%
60%	15%	40%
55%	10%	45%
50%	10%	50%
45%	5%	55%
40%	5%	60%
35%	5%	65%
30%	5%	70%
25%	5%	75%
20%	5%	80%
15%	5%	85%
10%]	5%]	90%]

CONTRACT SCHEDULE ADDENDUM

OWNER:	[John Doe]	CONTRACT NUMBER:	[??687456]
JOINT OWNER:	[Jane Doe]	RIDER TERMINATION DATE:	[04/15/17]
ANNUITANT:	[John Doe]		

RIDER CHARGE: The Rider Charge for the Rider(s) Terminated below is removed from the contract on the Rider Termination Date listed above.

RIDER(S) TERMINATED:

[The applicable rider(s) being removed from the contract will populate this area.]

SERVICE CENTER: [ALLIANZ] SERVICE CENTER
[P.O. Box 561
Minneapolis, MN 55440-0561
800-624-0197]

[Allianz VisionSM] Variable Annuity Application

[DA _____]

1. Account registration

Ownership is Individual Qualified plan Custodian Trust (Include the date of trust in the name.)
 Charitable Trust Other _____

Owner

Individual Owner first name	MI	Last name	Jr., Sr., III
-----------------------------	----	-----------	---------------

Non-individual owner name (Attach Non- Individual Ownership form or Qualified Plan Acknowledgement form if applicable.)

Social Security Number or Tax ID Number

Mailing address

City	State	ZIP code	Telephone number
------	-------	----------	------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Are you a non-resident alien? <input type="checkbox"/> Yes (Attach W8 BEN) <input type="checkbox"/> No
---	----------------------------	---

Joint Owner

First name	MI	Last name	Jr., Sr., III
------------	----	-----------	---------------

Mailing address

City	State	ZIP code	Telephone number
------	-------	----------	------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Are you a non-resident alien? <input type="checkbox"/> Yes (Attach W8 BEN) <input type="checkbox"/> No
---	----------------------------	---

Relationship to Owner	Social Security Number
-----------------------	------------------------

Annuitant (Complete if different from Owner.)

First name	MI	Last name	Jr., Sr., III
------------	----	-----------	---------------

Mailing address

City	State	ZIP code	Telephone number
------	-------	----------	------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security Number	Date of birth (mm/dd/yyyy)	Are you a non-resident alien? <input type="checkbox"/> Yes (Attach W8 BEN) <input type="checkbox"/> No
---	------------------------	----------------------------	---

2. Purchase Payment (This section must be completed. Make check payable to Allianz.)

Purchase Payment enclosed with application. (Include replacement forms if required.)

Amount enclosed: \$ _____

This Contract will be funded by a 1035 exchange, tax qualified transfer/rollover, CD transfer, or mutual fund redemption. (Include replacement/ transfer forms if required.)

Expected amount: \$ _____

This Contract will be funded by funds not requested or facilitated by Allianz. (Include replacement forms if required.)

Expected amount: \$ _____

3. Plan specifics (This section must be completed to indicate how this Contract should be issued. These are the only available options.)

Nonqualified: **Qualified IRA:** IRA Roth IRA SEP IRA Roth conversion (Contribution for tax year _____)
Qualified plans: 401 401 one person defined benefit

4. Telephone authorization

Yes By checking "yes," I am authorizing and directing Allianz to act on telephone or electronic instructions from the Registered Representative and/or anyone authorized by him/her to transfer Contract Values among the Investment Options. **If the box is not checked, this authorization will be permitted for the Owner only.** Allianz will use reasonable procedures to confirm that these instructions are authorized as genuine. As long as these procedures are followed, Allianz and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost. The electronic transaction privilege may be modified or terminated at the discretion of the company.

5. Replacement (This section must be completed.)

Do you have existing life insurance or annuity contracts? Yes No
Will the annuity contract applied for replace or change existing contracts or policies? Yes No

If there is existing coverage, states that have adopted the NAIC Model Replacement Regulation or a variation of the Model, require that the replacement form be completed even if a replacement is not indicated. For a replacement in any state, attach the appropriate replacement form for the state in which the application is taken. The Registered Representative must also complete the Registered Representative section regarding replacement.

[6. Contract options - Must select only one]

- Base Contract** (No additional cost)
- Bonus Option**¹
- Short Withdrawal Charge Option**¹
- No Withdrawal Charge Option**¹

[7. Optional death benefit]

- Quarterly Value Death Benefit**¹

[¹ Carries an additional charge]

[8. Other benefits - Must select only one]

No Additional Benefit (No additional cost)

Investment Protector¹

Number of years to the initial Target Value Date _____

Income Protector¹ (Complete Covered Person(s) information below.)

Covered Person(s) - Select one.

Single Lifetime Plus Payments:

Name _____

This person is: (check one) Owner Joint Owner Annuitant, if owned by a non-individual

Date of birth ____/____/____ Gender: Male Female

Proof of age is required for all Covered Person(s). Identification must be a legible copy of a government recognized identification that includes the Covered Person(s) date of birth. Select the form of identification that is being submitted.

Driver's license Certificate of birth Passport Other _____

OR

Joint Lifetime Plus Payments:

First Covered Person's name _____

Date of birth ____/____/____ Gender: Male Female

Proof of age is required for all Covered Person(s). Identification must be a legible copy of a government recognized identification that includes the Covered Person(s) date of birth. Select the form of identification that is being submitted.

Driver's license Certificate of birth Passport Other _____

This person is: (check one)

- Owner
- Joint Owner
- Annuitant, if owned by a non-individual
- Sole primary Beneficiary (qualified or non-individual, nonqualified)
- Contingent Beneficiary (qualified plan, custodial IRA)

Second Covered Person's name _____

Date of birth ____/____/____ Gender: Male Female

Proof of age is required for all Covered Person(s). Identification must be a legible copy of a government recognized identification that includes the Covered Person(s) date of birth. Select the form of identification that is being submitted.

Driver's license Certificate of birth Passport Other _____

This person is: (check one)

- Owner
- Joint Owner
- Annuitant, if owned by a non-individual
- Sole primary Beneficiary (qualified or non-individual, nonqualified)
- Contingent Beneficiary (qualified plan, custodial IRA)

By selecting the [Income Protector or Investment Protector], I acknowledge that my selections of Investment Options are restricted and that Allianz will reallocate my Contract Value in accordance with the asset allocation and transfer provisions in the Contract.

[¹ Carries an additional charge]

[9.] Dollar cost averaging (Optional)

- Select a 6 month or 12 month DCA program only if you wish to participate in dollar cost averaging.
- An additional dollar cost averaging form is **not** required when DCA is requested at the time of application.
- 100% of your initial Purchase Payment will be applied to the DCA Money Market Account.
- Your funds will be moved from the DCA Money Market Account into the selections indicated in the Investment Options section over the time frame chosen.
- Your selections in the Investment Options section need to meet any restrictions for the benefit selected.
 6 month 12 month

[10.] Investment Option allocations

You may select up to [15] Investment Options. You must make allocations in whole percentages (e.g. 33.3% or dollars are **not** permitted). Please see the current prospectus for Investment Option requirements.

[Income Protector]

Group C Investment Options

Model Portfolios

____% AZL TargetPLUSSM Balanced Fund

____% AZL FusionSM Moderate Fund

____% AZL FusionSM Balanced Fund

High Yield Bonds

____% Franklin High Income Security Fund

____% PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

____% Franklin Zero Coupon Fund 2010

____% PIMCO VIT Emerging Markets Bond Portfolio

____% PIMCO VIT Global Bond Portfolio (Unhedged)

____% PIMCO VIT Real Return Portfolio

____% PIMCO VIT Total Return Portfolio

____% Templeton Global Income Securities Fund

Short-Term Bonds

____% Franklin U.S. Government Fund

Cash Equivalent

____% AZL[®] Money Market Fund

Specialty

____% AZL[®] Van Kampen Equity and Income Fund

____% PIMCO VIT All Asset Portfolio

____% BlackRock Global Allocation V.I. Fund

Total of _____% (must equal 100%)

[10.] Investment Option allocations (Continued)

You may select up to [15] Investment Options. You must make allocations in whole percentages (e.g. 33.3% or dollars are **not** permitted). Please see the current prospectus for Investment Option requirements.

[Investment Protector or No Additional Benefit]

Group A Investment Options

Small Cap

- ____ % AZL® Columbia Small Cap Value Fund
- ____ % AZL® Franklin Small Cap Value Fund
- ____ % AZL® Turner Quantitative Small Cap Growth Fund
- ____ % AZL® OCC Opportunity Fund
- ____ % AZL® Small Cap Stock Index Fund

International

- ____ % AZL® Schroder International Small Cap Fund

Specialty

- ____ % AZL® Columbia Technology Fund
- ____ % AZL® Schroder Emerging Markets Equity Fund
- ____ % AZL® Van Kampen Global Real Estate Fund

Specialty (continued)

- ____ % Davis VA Financial Portfolio
- ____ % Franklin Global Communications Securities Fund
- ____ % PIMCO VIT Commodity RealReturn Strategy Portfolio
- ____ % Franklin Income Securities Fund
- ____ % Franklin Templeton VIP Founding Funds Allocation Fund

Model Portfolio

- ____ % AZL TargetPLUSSM Moderate Fund
- ____ % AZL FusionSM Growth Fund
- ____ % AZL TargetPLUSSM Growth Fund

Group B Investment Options

TargetPLUS (Model Portfolio)

- ____ % AZL TargetPLUSSM Equity Fund

Mid Cap

- ____ % AZL® Columbia Mid Cap Value Fund
- ____ % AZL® Van Kampen Mid Cap Growth Fund
- ____ % OpCap Mid Cap Portfolio

Large Growth

- ____ % AZL® Dreyfus Founders Equity Growth Fund
- ____ % AZL® BlackRock Capital Appreciation Fund

International

- ____ % AZL® AIM International Equity Fund
- ____ % AZL® NACM International Fund
- ____ % AZL® Oppenheimer Global Fund
- ____ % AZL® Oppenheimer International Growth Fund

International (continued)

- ____ % AZL® Van Kampen Global Franchise Fund
- ____ % Mutual Discovery Securities Fund
- ____ % Templeton Growth Securities Fund

Large Blend

- ____ % AZL® First Trust Target Double Play Fund
- ____ % AZL® Jennison 20/20 Focus Fund
- ____ % AZL® J.P. Morgan U.S. Equity Fund
- ____ % AZL® PIMCO Fundamental IndexPLUS Total Return Fund
- ____ % AZL® S&P 500® Index Fund

Large Value

- ____ % AZL® Davis NY Venture Fund
- ____ % AZL® Van Kampen Comstock Fund
- ____ % AZL® Van Kampen Growth and Income Fund
- ____ % Mutual Shares Securities Fund

Group X Investment Options

Fusion Portfolios

- ____ % AZL FusionSM Moderate Fund

Specialty

- ____ % AZL® Van Kampen Equity and Income Fund
- ____ % BlackRock Global Allocation V.I. Fund

Group Y Investment Options

Model Portfolios

- ____ % AZL FusionSM Balanced Fund
- ____ % AZL TargetPLUSSM Balanced Fund

High Yield Bonds

- ____ % Franklin High Income Security Fund
- ____ % PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

- ____ % Franklin Zero Coupon Fund 2010
- ____ % PIMCO VIT Emerging Markets Bond Portfolio
- ____ % PIMCO VIT Global Bond Portfolio (Unhedged)
- ____ % PIMCO VIT Real Return Portfolio

Intermediate-Term Bonds (continued)

- ____ % PIMCO VIT Total Return Portfolio
- ____ % Templeton Global Income Securities Fund

Short-Term Bonds

- ____ % Franklin U.S. Government Fund

Cash Equivalent

- ____ % AZL® Money Market Fund

Specialty

- ____ % PIMCO VIT All Asset Portfolio

Total of _____ % (must equal 100%)

[11.] Beneficiary designation (If you need additional space, attach a complete list signed by Owner(s).)

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
First name		MI	Last name

Relationship

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
First name		MI	Last name

Relationship

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
First name		MI	Last name

Relationship

Non-individual Beneficiary information

If the Beneficiary is a qualified plan, custodian, trust, charitable trust or other non-individual please check the applicable box and include the name above.

Qualified plan Custodian Trust (Include the date of trust in the name.) Charitable Trust Other _____

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
---	------------	---	--

[12.] Registered Representative

By signing below, the Registered Representative certifies to the following:

I am FINRA registered and state licensed for variable annuity contracts in all required jurisdictions; and I provided the Owner(s) with the most current prospectus. To the best of my knowledge, the applicant: **DOES** **DOES NOT** have existing life insurance policies or annuity contracts. To the best of my knowledge and belief, this application **DOES** **DOES NOT** involve replacement of existing life insurance or annuities. If this is a replacement, include a copy of each disclosure statement and a list of companies involved.

Registered Representative's signature	B/D Rep. ID	
Registered Representative's first and last name (please print)	Percent split	
Registered Representative's signature (split case)	B/D Rep. ID	
Registered Representative's first and last name (please print) (split case)	Percent split	
Registered Representative's signature (split case)	B/D Rep. ID	
Registered Representative's first and last name (please print) (split case)	Percent split	
Registered Representative's address	Registered Representative's telephone number	
Broker/dealer name (please print)		
Authorized signature broker/dealer (if required)		

Commission options (please check one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

[13.] Statement of applicant

The following states require applicants to read and acknowledge the statement for your state below.

Arkansas and District of Columbia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Kentucky, Maine, New Mexico, Ohio, Tennessee, and West Virginia: Any person who knowingly, and with intent to defraud any insurance company, submits an application or files a statement of claim containing any false, incomplete, or misleading information, commits a fraudulent insurance act, which is a crime, and may be subject to criminal prosecution and civil penalties. In ME and TN, additional penalties may include imprisonment, fines, or denial of insurance benefits.

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

Virginia: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act. It is considered a fraudulent act and subjects such person to criminal and civil penalties. Additional penalties may include imprisonment and/or fines, or denial of insurance benefits.

Louisiana and Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Vermont: I understand that this variable annuity is not a bank deposit; is not federally insured; is not endorsed by any bank or government agency; is not guaranteed; and may be subject to loss of principal.

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

By signing below, the Owner acknowledges the applicable statements mentioned above and agrees to the following:

I received a prospectus and have determined that the variable annuity applied for is not unsuitable for my investment objectives, financial situation, and financial needs. It is a long-term commitment to meet my financial needs and goals. **I understand that the Contract Value and variable Annuity Payments may increase or decrease depending on the investment results of the variable Investment Options, and that under the Base Contract there is no guaranteed minimum Contract Value or variable Annuity Payment. If I selected any additional options, any guarantees provided for those options are outlined in my Contract and prospectus.** To the best of my knowledge and belief, all statements and answers in this application are complete and true. It is further agreed that these statements and answers will become a part of any Contract to be issued. No representative is authorized to modify this agreement or waive any Allianz rights or requirements.

For information on current benefit features, restrictions or charges please review with your Registered Representative.

Please send me a statement of additional information (Also available on the [SEC Web site, <http://www.sec.gov>])

Owner/Trustee/Authorized signer signature	Joint Owner/Trustee/Authorized signer signature
Signed at (City, State)	Date signed

[14.] Home office use only

If Allianz Life Insurance Company of North America makes a change in this space in order to correct any apparent errors or omissions, it will be approved by acceptance of this Contract by the Owner(s); however, any material change must be accepted in writing by the Owner(s). Changes to this application that affect product, benefits, amount of insurance, or age require acceptance by Owner(s).

Please call Allianz with any questions at [800.624.0197].

Mailing information

Applications that **HAVE** a check attached

Regular mail

Allianz
NW 5989
PO Box 1450
Minneapolis, MN 55485-5989

Overnight, certified, or registered

Wells Fargo LBX Services
NW 5989 Allianz
1350 Energy Lane, Ste. 200
St. Paul, MN 55108-5254

Applications that **DO NOT HAVE** a check attached

Regular mail

Allianz
PO Box 561
Minneapolis, MN 55440-0561

Overnight, certified, or registered

Allianz
5701 Golden Hills Drive
Golden Valley, MN 55416-1297

[Allianz ConnectionsSM] Variable Annuity Application

[DA _____]

1. Account registration

Ownership is Individual Qualified plan Custodian Trust (Include the date of trust in the name.)
 Charitable Trust Other _____

Owner

Individual Owner first name	MI	Last name	Jr., Sr., III
-----------------------------	----	-----------	---------------

Non-individual owner name (Attach Non- Individual Ownership form or Qualified Plan Acknowledgement form if applicable.)

Social Security Number or Tax ID Number

Mailing address

City	State	ZIP code	Telephone number
------	-------	----------	------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Are you a non-resident alien? <input type="checkbox"/> Yes (Attach W8 BEN) <input type="checkbox"/> No
---	----------------------------	---

Joint Owner

First name	MI	Last name	Jr., Sr., III
------------	----	-----------	---------------

Mailing address

City	State	ZIP code	Telephone number
------	-------	----------	------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Are you a non-resident alien? <input type="checkbox"/> Yes (Attach W8 BEN) <input type="checkbox"/> No
---	----------------------------	---

Relationship to Owner	Social Security Number
-----------------------	------------------------

Annuitant (Complete if different from Owner.)

First name	MI	Last name	Jr., Sr., III
------------	----	-----------	---------------

Mailing address

City	State	ZIP code	Telephone number
------	-------	----------	------------------

Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security Number	Date of birth (mm/dd/yyyy)	Are you a non-resident alien? <input type="checkbox"/> Yes (Attach W8 BEN) <input type="checkbox"/> No
---	------------------------	----------------------------	---

2. Purchase Payment (This section must be completed. Make check payable to Allianz.)

Purchase Payment enclosed with application. (Include replacement forms if required.)

Amount enclosed: \$ _____

This Contract will be funded by a 1035 exchange, tax qualified transfer/rollover, CD transfer, or mutual fund redemption. (Include replacement/ transfer forms if required.)

Expected amount: \$ _____

This Contract will be funded by funds not requested or facilitated by Allianz. (Include replacement forms if required.)

Expected amount: \$ _____

3. Plan specifics (This section must be completed to indicate how this Contract should be issued. These are the only available options.)

Nonqualified: **Qualified IRA:** IRA Roth IRA SEP IRA Roth conversion (Contribution for tax year _____)
Qualified plans: 401 401 one person defined benefit

4. Telephone authorization

Yes By checking "yes," I am authorizing and directing Allianz to act on telephone or electronic instructions from the Registered Representative and/or anyone authorized by him/her to transfer Contract Values among the Investment Options. **If the box is not checked, this authorization will be permitted for the Owner only.** Allianz will use reasonable procedures to confirm that these instructions are authorized as genuine. As long as these procedures are followed, Allianz and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost. The electronic transaction privilege may be modified or terminated at the discretion of the company.

5. Replacement (This section must be completed.)

Do you have existing life insurance or annuity contracts? Yes No
Will the annuity contract applied for replace or change existing contracts or policies? Yes No

If there is existing coverage, states that have adopted the NAIC Model Replacement Regulation or a variation of the Model, require that the replacement form be completed even if a replacement is not indicated. For a replacement in any state, attach the appropriate replacement form for the state in which the application is taken. The Registered Representative must also complete the Registered Representative section regarding replacement.

[6. Contract options - Must select only one]

Base Contract (No additional cost)
 Short Withdrawal Charge Option¹
 No Withdrawal Charge Option¹

[7. Optional death benefit]

Quarterly Value Death Benefit¹

[¹ Carries an additional charge]

[8. Other benefits - Must select only one]

No Additional Benefit (No additional cost)

Investment Protector¹

Number of years to the initial Target Value Date _____

Income Protector¹ (Complete Covered Person(s) information below.)

Covered Person(s) - Select one.

Single Lifetime Plus Payments:

Name _____

This person is: (check one) Owner Joint Owner Annuitant, if owned by a non-individual

Date of birth ____/____/____ Gender: Male Female

Proof of age is required for all Covered Person(s). Identification must be a legible copy of a government recognized identification that includes the Covered Person(s) date of birth. Select the form of identification that is being submitted.

Driver's license Certificate of birth Passport Other _____

OR

Joint Lifetime Plus Payments:

First Covered Person's name _____

Date of birth ____/____/____ Gender: Male Female

Proof of age is required for all Covered Person(s). Identification must be a legible copy of a government recognized identification that includes the Covered Person(s) date of birth. Select the form of identification that is being submitted.

Driver's license Certificate of birth Passport Other _____

This person is: (check one)

- Owner
- Joint Owner
- Annuitant, if owned by a non-individual
- Sole primary Beneficiary (qualified or non-individual, nonqualified)
- Contingent Beneficiary (qualified plan, custodial IRA)

Second Covered Person's name _____

Date of birth ____/____/____ Gender: Male Female

Proof of age is required for all Covered Person(s). Identification must be a legible copy of a government recognized identification that includes the Covered Person(s) date of birth. Select the form of identification that is being submitted.

Driver's license Certificate of birth Passport Other _____

This person is: (check one)

- Owner
- Joint Owner
- Annuitant, if owned by a non-individual
- Sole primary Beneficiary (qualified or non-individual, nonqualified)
- Contingent Beneficiary (qualified plan, custodial IRA)

By selecting the [Income Protector or Investment Protector], I acknowledge that my selections of Investment Options are restricted and that Allianz will reallocate my Contract Value in accordance with the asset allocation and transfer provisions in the Contract.

[¹ Carries an additional charge]

[9.] Dollar cost averaging (Optional)

- Select a 6 month or 12 month DCA program only if you wish to participate in dollar cost averaging.
- An additional dollar cost averaging form is **not** required when DCA is requested at the time of application.
- 100% of your initial Purchase Payment will be applied to the DCA Money Market Account.
- Your funds will be moved from the DCA Money Market Account into the selections indicated in the Investment Options section over the time frame chosen.
- Your selections in the Investment Options section need to meet any restrictions for the benefit selected.
 6 month 12 month

[10.] Investment Option allocations

You may select up to [15] Investment Options. You must make allocations in whole percentages (e.g. 33.3% or dollars are **not** permitted). Please see the current prospectus for Investment Option requirements.

[Income Protector]

Group C Investment Options

Model Portfolios

____% AZL TargetPLUSSM Balanced Fund

____% AZL FusionSM Moderate Fund

____% AZL FusionSM Balanced Fund

High Yield Bonds

____% Franklin High Income Security Fund

____% PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

____% Franklin Zero Coupon Fund 2010

____% PIMCO VIT Emerging Markets Bond Portfolio

____% PIMCO VIT Global Bond Portfolio (Unhedged)

____% PIMCO VIT Real Return Portfolio

____% PIMCO VIT Total Return Portfolio

____% Templeton Global Income Securities Fund

Short-Term Bonds

____% Franklin U.S. Government Fund

Cash Equivalent

____% AZL[®] Money Market Fund

Specialty

____% AZL[®] Van Kampen Equity and Income Fund

____% PIMCO VIT All Asset Portfolio

____% BlackRock Global Allocation V.I. Fund

Total of _____% (must equal 100%)

[10.] Investment Option allocations (Continued)

You may select up to [15] Investment Options. You must make allocations in whole percentages (e.g. 33.3% or dollars are **not** permitted). Please see the current prospectus for Investment Option requirements.

[Investment Protector or No Additional Benefit]

Group A Investment Options

Small Cap

- ____ % AZL® Columbia Small Cap Value Fund
- ____ % AZL® Franklin Small Cap Value Fund
- ____ % AZL® Turner Quantitative Small Cap Growth Fund
- ____ % AZL® OCC Opportunity Fund
- ____ % AZL® Small Cap Stock Index Fund

International

- ____ % AZL® Schroder International Small Cap Fund

Specialty

- ____ % AZL® Columbia Technology Fund
- ____ % AZL® Schroder Emerging Markets Equity Fund
- ____ % AZL® Van Kampen Global Real Estate Fund

Specialty (continued)

- ____ % Davis VA Financial Portfolio
- ____ % Franklin Global Communications Securities Fund
- ____ % PIMCO VIT Commodity RealReturn Strategy Portfolio
- ____ % Franklin Income Securities Fund
- ____ % Franklin Templeton VIP Founding Funds Allocation Fund

Model Portfolio

- ____ % AZL TargetPLUSSM Moderate Fund
- ____ % AZL FusionSM Growth Fund
- ____ % AZL TargetPLUSSM Growth Fund

Group B Investment Options

TargetPLUS (Model Portfolio)

- ____ % AZL TargetPLUSSM Equity Fund

Mid Cap

- ____ % AZL® Columbia Mid Cap Value Fund
- ____ % AZL® Van Kampen Mid Cap Growth Fund
- ____ % OpCap Mid Cap Portfolio

Large Growth

- ____ % AZL® Dreyfus Founders Equity Growth Fund
- ____ % AZL® BlackRock Capital Appreciation Fund

International

- ____ % AZL® AIM International Equity Fund
- ____ % AZL® NACM International Fund
- ____ % AZL® Oppenheimer Global Fund
- ____ % AZL® Oppenheimer International Growth Fund

International (continued)

- ____ % AZL® Van Kampen Global Franchise Fund
- ____ % Mutual Discovery Securities Fund
- ____ % Templeton Growth Securities Fund

Large Blend

- ____ % AZL® First Trust Target Double Play Fund
- ____ % AZL® Jennison 20/20 Focus Fund
- ____ % AZL® J.P. Morgan U.S. Equity Fund
- ____ % AZL® PIMCO Fundamental IndexPLUS Total Return Fund
- ____ % AZL® S&P 500® Index Fund

Large Value

- ____ % AZL® Davis NY Venture Fund
- ____ % AZL® Van Kampen Comstock Fund
- ____ % AZL® Van Kampen Growth and Income Fund
- ____ % Mutual Shares Securities Fund

Group X Investment Options

Fusion Portfolios

- ____ % AZL FusionSM Moderate Fund

Specialty

- ____ % AZL® Van Kampen Equity and Income Fund
- ____ % BlackRock Global Allocation V.I. Fund

Group Y Investment Options

Model Portfolios

- ____ % AZL FusionSM Balanced Fund
- ____ % AZL TargetPLUSSM Balanced Fund

High Yield Bonds

- ____ % Franklin High Income Security Fund
- ____ % PIMCO VIT High Yield Portfolio

Intermediate-Term Bonds

- ____ % Franklin Zero Coupon Fund 2010
- ____ % PIMCO VIT Emerging Markets Bond Portfolio
- ____ % PIMCO VIT Global Bond Portfolio (Unhedged)
- ____ % PIMCO VIT Real Return Portfolio

Intermediate-Term Bonds (continued)

- ____ % PIMCO VIT Total Return Portfolio
- ____ % Templeton Global Income Securities Fund

Short-Term Bonds

- ____ % Franklin U.S. Government Fund

Cash Equivalent

- ____ % AZL® Money Market Fund

Specialty

- ____ % PIMCO VIT All Asset Portfolio

Total of _____ % (must equal 100%)

[11.] Beneficiary designation (If you need additional space, attach a complete list signed by Owner(s).)

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
First name		MI	Last name

Relationship

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
First name		MI	Last name

Relationship

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
First name		MI	Last name

Relationship

Non-individual Beneficiary information

If the Beneficiary is a qualified plan, custodian, trust, charitable trust or other non-individual please check the applicable box and include the name above.

Qualified plan Custodian Trust (Include the date of trust in the name.) Charitable Trust Other _____

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage	Social Security Number or Tax ID Number	
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[12.] Registered Representative

By signing below, the Registered Representative certifies to the following:

I am FINRA registered and state licensed for variable annuity contracts in all required jurisdictions; and I provided the Owner(s) with the most current prospectus. To the best of my knowledge, the applicant: **DOES** **DOES NOT** have existing life insurance policies or annuity contracts. To the best of my knowledge and belief, this application **DOES** **DOES NOT** involve replacement of existing life insurance or annuities. If this is a replacement, include a copy of each disclosure statement and a list of companies involved.

Registered Representative's signature		B/D Rep. ID	
Registered Representative's first and last name (please print)			Percent split
Registered Representative's signature (split case)		B/D Rep. ID	
Registered Representative's first and last name (please print) (split case)			Percent split
Registered Representative's signature (split case)		B/D Rep. ID	
Registered Representative's first and last name (please print) (split case)			Percent split
Registered Representative's address		Registered Representative's telephone number	
Broker/dealer name (please print)			
Authorized signature broker/dealer (if required)			

Commission options (please check one) <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

[13.] Statement of applicant

The following states require applicants to read and acknowledge the statement for your state below.

Arkansas and District of Columbia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Kentucky, Maine, New Mexico, Ohio, Tennessee, and West Virginia: Any person who knowingly, and with intent to defraud any insurance company, submits an application or files a statement of claim containing any false, incomplete, or misleading information, commits a fraudulent insurance act, which is a crime, and may be subject to criminal prosecution and civil penalties. In ME and TN, additional penalties may include imprisonment, fines, or denial of insurance benefits.

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

Virginia: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act. It is considered a fraudulent act and subjects such person to criminal and civil penalties. Additional penalties may include imprisonment and/or fines, or denial of insurance benefits.

Louisiana and Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Vermont: I understand that this variable annuity is not a bank deposit; is not federally insured; is not endorsed by any bank or government agency; is not guaranteed; and may be subject to loss of principal.

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

By signing below, the Owner acknowledges the applicable statements mentioned above and agrees to the following:

I received a prospectus and have determined that the variable annuity applied for is not unsuitable for my investment objectives, financial situation, and financial needs. It is a long-term commitment to meet my financial needs and goals. **I understand that the Contract Value and variable Annuity Payments may increase or decrease depending on the investment results of the variable Investment Options, and that under the Base Contract there is no guaranteed minimum Contract Value or variable Annuity Payment. If I selected any additional options, any guarantees provided for those options are outlined in my Contract and prospectus.** To the best of my knowledge and belief, all statements and answers in this application are complete and true. It is further agreed that these statements and answers will become a part of any Contract to be issued. No representative is authorized to modify this agreement or waive any Allianz rights or requirements.

For information on current benefit features, restrictions or charges please review with your Registered Representative.

Please send me a statement of additional information (Also available on the [SEC Web site, <http://www.sec.gov>])

Owner/Trustee/Authorized signer signature	Joint Owner/Trustee/Authorized signer signature
Signed at (City, State)	Date signed

[14.] Home office use only

If Allianz Life Insurance Company of North America makes a change in this space in order to correct any apparent errors or omissions, it will be approved by acceptance of this Contract by the Owner(s); however, any material change must be accepted in writing by the Owner(s). Changes to this application that affect product, benefits, amount of insurance, or age require acceptance by Owner(s).

Please call Allianz with any questions at [800.624.0197].

Mailing information

Applications that HAVE a check attached

Regular mail

Allianz
NW 5989
PO Box 1450
Minneapolis, MN 55485-5989

Overnight, certified, or registered

Wells Fargo LBX Services
NW 5989 Allianz
1350 Energy Lane, Ste. 200
St. Paul, MN 55108-5254

Applications that DO NOT HAVE a check attached

Regular mail

Allianz
PO Box 561
Minneapolis, MN 55440-0561

Overnight, certified, or registered

Allianz
5701 Golden Hills Drive
Golden Valley, MN 55416-1297

SERFF Tracking Number: ALLC-126163709 State: Arkansas
 Filing Company: Allianz Life Insurance Company of North America State Tracking Number: 42470
 Company Tracking Number: S40799 ET AL
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Vision/Connections Aug 2009 S40799
 Project Name/Number: Vision/Connections Aug 2009 S40799/Vision/Connections Aug 2009 S40799

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification Comments: Attachments: AR Cerification for Regulation 19 10B.pdf Certificate of Readability.pdf</p>		
<p>Satisfied - Item: Application Comments: The applications are included in this filing.</p>		
<p>Satisfied - Item: Statements of Variability Comments: Attachments: Application SOV.pdf Inv Options SOV.pdf Riders SOV.pdf Vision.Conn SOV.pdf</p>		

**CERTIFICATION OF
ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA**

Allianz Life Insurance Company of North America (Allianz) hereby certifies that the filing submission of form meets the provisions of Ark. Regulation 19§10B as well as all applicable requirements of the Arkansas Insurance Department.



05/26/09

Martin G. Kline
AVP –Product Development

CERTIFICATE OF READABILITY

Contract Form	Flesch Score
S40799	51.4
S40801	50.6
S40743-02	56.0
S40741-02	50.3
S40766-02	56.3
S40771-02	50.2
S40803	52.7
S40804	51.0
S40778-02	50.2
S40800	51.0
S40802	52.7
S40788-02	54.3
S40789-02	62.2
S40805-DP	50.4
F70034	50 when read with contract
F70035	50 when read with contract

It is hereby certified that each policy form listed above meets the minimum reading ease score required in your state.

The Flesch score was calculated using the text of the entire form. ("Text" is as defined by state regulations).

Each form is readable and complies with all applicable state rules and regulations as to size of print, format and arrangement.



Date: May 22, 2009

Martin G. Kline, AVP Product Development

Statement of Variability
Allianz Life Insurance Company of North America
Application Forms F70034 and F70035

May 22, 2009

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Blank boxes for the Minimum, Maximum and Current columns do not require further explanation. Please note that if some of these listed items have not been bracketed on the applicable form(s) submitted to you, please disregard the corresponding explanation.

Application Forms F70034 (Vision) and F70035 (Connections)

Page #	Variable	Minimum	Maximum	Current	Rationale
1	Product Name				Variable to indicate product name intended at the time of rollout (may be waiting on trademark approval).
1	DA Number				Internal number we assign to the owner's contract at issue.
2	Section 3 - Plan Specifics				Based on those that are available at the time of application. Any added or deleted options will be made on a going forward basis to new contracts.
2 – 7	Bracketed Section Numbers 6 – 14				Based on the optional benefits available at the time of application, certain sections are included or omitted in the application. Bracketed section numbers allow the application to print in correct sequence and without blank areas.
2	Section 6 – Contract options				Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
2	Section 7 - Optional death benefit				Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
2, 3	Carries an additional charge				This footnote is included or omitted based on the optional benefits available at the time of issue that carry an additional charge.
2 - 7	Page Numbers 2 - 7				Based on the plan/benefits available. Bracketed page numbers allow the application to print with correct pagination and without blank areas.
3	Section 8 – Other benefits				Based on the optional benefits available at the time of issue, these provisions are included or omitted in the application and may include new benefits filed and approved by the Department in the future. Any changes will be made to new contracts going forward.
3	Sections 8 – Income Protector or Investment Protector				Variable to indicate benefit name intended at the time of rollout (may be waiting on trademark approval).

4, 5	Section 10 - Number of investment options	5	15	15	Set at the time of application and will not vary, any change will be made to new contracts going forward.
4	Section 10 – Income Protector				Variable to indicate benefit name intended at the time of rollout (may be waiting on trademark approval), to include other benefit names that may be restricted to these investment options, or to allow for the removal of a benefit name.
5	Section 10 – Investment Protector or No Additional Benefit				Variable to indicate benefit name intended at the time of rollout (may be waiting on trademark approval), to include other benefit names that may be restricted to these investment options, or to allow for the removal of a benefit name.
4, 5	Section 10 - Investment Options				Based on the Investment Options and Groups that are available at the time of application, and may change in the future.
6	Section 12 - Registered Representative information				Variable for our Broker Dealers who want to identify more than three commissioned agents and representatives.
6	Section 12 - Commission Options				Variable to allow for the addition or reduction of commission options to choose from.
7	Section 13 – Statement of the Applicant				These disclosures will need to be updated as states adopt or change their fraud language.
7	http://www.sec.gov				The SEC website may change.
7	Allianz phone number				The Allianz phone number may change.
7	Mailing information				The address may change if there is a re-location.

Statement of Variability
Allianz Life Insurance Company of North America
Forms S40788-02 and S40789-02

May 22, 2009

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Please note that if some of these listed items have not been bracketed on the contract schedule that was submitted to you, please disregard the corresponding explanation.

Form S40788-02 Contract Schedule [Inc Pro]

Page #	Variable	Minimum	Maximum	Current	Rationale
	Owner to Income Date fields	N/A	N/A	Varies	Based on owner/annuitant information
	Allocation Guidelines – number of Investment Options	5	25	15	Based on systems/operational limitations and available investment options on the issue date.
	Investment Option Restriction for Allocating Contract Value	5%	95%	Percentages vary by investment group(s)	Only applicable investment group and percentage restrictions will be displayed. If there are no restrictions, this section will be suppressed.
	Investment Options/Variable Account	N/A	N/A	A listing of available investment options and investment groups	Only available investment options and investment groups for the specified variable account will be displayed.

Form S40789-02 Contract Schedule [Invest Pro]

Page #	Variable	Minimum	Maximum	Current	Rationale
	Owner to Income Date fields	N/A	N/A	Varies	Based on owner/annuitant information
	Allocation Guidelines – number of Investment Options	5	25	15	Based on systems/operational limitations and available investment options on the issue date.
	Investment Option Restriction for Allocating Contract Value	5%	95%	Percentages vary by investment group(s)	Only applicable investment group and percentage restrictions will be displayed. If there are no restrictions, this section will be suppressed.
	Investment Options/Variable Account	N/A	N/A	A listing of available investment options and investment groups	Only available investment options and investment groups for the specified variable account will be displayed.

Table A – Column headings; Contract Value relative to Target Value	2%	98%	Varies	The number of columns displayed may vary depending on current economic conditions and costs to hedge the rider. The number of columns will determine the range of percentages to be displayed.
Table A – Percentages shown in Body of the Table;	5%	95%	Varies	Percentages are specific to the number of years to the initial Target Value Date and the relationship of the Contract Value to the Target Value. The percentages may vary depending on current economic conditions and costs to hedge the rider.
Table B – first column percentages	5%	95%	Varies	Each percentage shown in the body of Table A must be displayed in this column.
Table B – second column percentages	5%	95%	Varies	The percentages may vary depending on current economic conditions and costs to hedge the rider, but will not exceed the percentages shown in column 1.
Table B – third column percentages	5%	95%	Varies	The percentages are equal to 100% minus the percentages shown in column 1.

Statement of Variability
 Allianz Life Insurance Company of North America
 Rider Forms S40799, S40801, S40743-02, S40741-02, S40766-02

May 22, 2009

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Blank boxes for the Minimum, Maximum and Current columns do not require further explanation. Please note that if some of these listed items have not been bracketed on the applicable form(s) submitted to you, please disregard the corresponding explanation.

Form S40799 Income Protector Rider

Page #	Variable	Minimum	Maximum	Current	Rationale
1	(08.09)	N/A	N/A	N/A	If we change the Rider Charge, a corresponding identifier will be inserted that indicates to us that the Rider Charge for a newly issued rider differs from the Rider Charge for a previously issued rider.
9	Names and Signatures of Company Officers	N/A	N/A	N/A	These names/signatures will change if the officers change. If officer's names change, we will prepare and submit all required filings at the time of any change.

Forms S40801 Investment Protector Rider

Page #	Variable	Minimum	Maximum	Current	Rationale
1	(08.09)	N/A	N/A	N/A	If we change the Rider Charge, a corresponding identifier will be inserted that indicates to us that the Rider Charge for a newly issued rider differs from the Rider Charge for a previously issued rider.
3	Names and Signatures of Company Officers	N/A	N/A	N/A	These names/signatures will change if the officers change. If officer's names change, we will prepare and submit all required filings at the time of any change.

Form S40743-02 Quarterly Value Death Benefit Rider

Page #	Variable	Minimum	Maximum	Current	Rationale
2	Names and Signatures of Company Officers	N/A	N/A	N/A	These names/signatures will change if the officers change. If officer's names change, we will prepare and submit all required filings at the time of any change.

Form S40741-02 Asset Allocation Rider

Page #	Variable	Minimum	Maximum	Current	Rationale
2	Names and Signatures of Company Officers	N/A	N/A	N/A	These names/signatures will change if the officers change. If officer's names change, we will prepare and submit all required filings at the time of any change.

Form S40766-02 Asset Allocation Rider

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Names and Signatures of Company Officers	N/A	N/A	N/A	These names/signatures will change if the officers change. If officer's names change, we will prepare and submit all required filings at the time of any change.

Statement of Variability

Allianz Life Insurance Company of North America
 Contract Schedule Forms: S40800, S40804, S40802, S40803, S40778-02, and S40771-02
 Contract Schedule Addendum Form: S40805-DP

May 22, 2009

Each item is listed in order of appearance on the applicable form. Variable material is denoted as bracketed [] in the form referenced. Paragraphs bracketed [] in their entirety represents sections that will be suppressed if not applicable to options/benefits chosen. Please note that if some of these listed items have not been bracketed on the contract schedule that was submitted to you, please disregard the corresponding explanation.

Form S40800 Contract Schedule [Income Pro]

Page #	Variable	Minimum	Maximum	Current	Rationale
	(08.09)	N/A	N/A	08.09	If we change the any of the following: Annual Increase Percentage, age bands/percentages on the Annual Maximum Lifetime Plus Payment Table, Rider Charge; a corresponding identifier will be inserted that indicates a change for a newly issued rider.
	Owner to Rider Effective Date fields	N/A	N/A	Varies	These fields will vary based on the Owner(s)/Annuitant information.
	Initial Amount	N/A	N/A	N/A	Set at the time of issue and will not vary; any change will be made to new contracts going forward. If the Total Purchase Payments would be defined by a different time frame (currently before the first Quarterly Anniversary), the text would be updated accordingly. If there are no Annual Maximum Additional Purchase Payment restrictions, this line will be suppressed.
	Annual Maximum Additional Purchase Payments	N/A	N/A	N/A	Set at the time of issue and will not vary; any change will be made to new contracts going forward. If there are no purchase payment restrictions at the time of issue, this text will be suppressed.
	Text: "During the first rider year, additional Purchase Payments are allowed, etc....."	N/A	N/A	N/A	Set at the time of issue and will not vary; any change will be made to new contracts going forward. If the Rider Effective Date is after the Issue Date of the contract, the text will be suppressed.
	Maximum Age for Selecting this benefit	70	90	80	Based on the structure of the benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Annual Increase Percentage	3%	15%	5%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

Maximum Birthday	50	100	91st	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
Guarantee Years	2	30	20	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
Minimum Age To Exercise this benefit	50	90	65	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
Maximum Age To Exercise this benefit	70	95	91	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
Earliest Benefit Date	1	28	15	Days required to process request.
Payment Day Option 1	1	28	1	Day of Month.
Payment Day Option 2	1	28	15	Day of Month.
Minimum Lifetime Plus Payment	\$50	\$200	\$100	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
Annual Maximum Lifetime Plus Payment Table - age bands	50	90	65 to 79 80 or older	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
Annual Maximum Lifetime Plus Payment Table - percentages	3%	10%	4% 5%	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
Rider Charge for single Lifetime Plus Payments	.25%	2.70%	1.10%	The Rider Charge may change on each Quarterly Anniversary subject to the Maximum Rider Charge.
Rider Charge for joint Lifetime Plus Payments	.25%	2.95%	1.25%	The Rider Charge may change on each Quarterly Anniversary subject to the Maximum Rider Charge.
Maximum Rider Charge for single Lifetime Plus Payments	1.00%	2.70%	2.50%	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
Maximum Rider Charge for joint Lifetime Plus Payments	1.20%	2.95%	2.75%	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

Form S40804 Contract Schedule [Income Pro-C]

The only items displayed are those that differ from form number S40800 on pages 1 - 2 of this document.

Minimum Age To Exercise this benefit	50	90	50	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
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Form S40802 Contract Schedule [Invest Pro] and S40803 Contract Schedule [Invest Pro-C]

The only items displayed are those that differ from form number S40800 on pages 1 - 2 of this document.

Page #	Variable	Minimum	Maximum	Current	Rationale
	(08.09)	N/A	N/A	08.09	If we change the Guaranteed Percentage and/or Rider Charge; a corresponding identifier will be inserted that indicates a change for a newly issued rider.
	Owner to Initial Target Value Date fields	N/A	N/A	Varies	These fields will vary based on the Owner(s)/Annuitant information.
	Purchase Payment Period	1	10	3	Number of contract years additional purchase payments will be accepted.
	Guarantee Percentage	70%	100%	90%	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Earliest Target Value Anniversary	5	20	10	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Future Anniversary	1 st Rider Anniversary	15 th Rider Anniversary	5 th Rider Anniversary	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Maximum Birthday	50	100	91st	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Maximum Reset Birthday	50	100	81st	Based on the structure of the benefit and target market for that benefit. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Rider Charge for this Benefit	0.25%	2.70%	1.25%	The Rider Charge may change on each Quarterly Anniversary subject to the Maximum Rider Charge.
	Maximum Rider Charge for this benefit	0.50%	2.70%	2.50%	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.

Form S40778-02 Contract Schedule [No WC]

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Owner to Income Date fields	N/A	N/A	Varies	These fields will vary based on the Owner(s)/Annuitant information.
3	Initial Purchase Payment	\$2,000	\$10,000,000	\$25,000	This field will vary based on the amount Purchase Payment received on the Issue Date.

3	Minimum Additional Purchase Payment	\$50	\$1,000	\$250 (\$50 if automatic purchase program selected)	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Maximum Total Purchase Payments	\$1,000,000	\$10,000,000	\$1,000,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	<u>During the Accumulation Phase:</u> Mortality and Expense Risk Charge for the Contract	1.20%	2.00%	1.75%	Once issued it cannot increase.
3	<u>During the Accumulation Phase:</u> Mortality and Expense Risk Charge for Quarterly Value Death Benefit Rider	0.20%	0.50%	0.30%	Once issued it cannot increase.
3	<u>During the Annuity Phase:</u> Mortality and Expense Risk Charge during the Annuity Phase	1.00%	1.70%	1.40%	Once issued it cannot increase.
3	Contract Maintenance Charge	\$30	\$80	\$50	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Contract Value Minimum to waive Contract Maintenance Charge	\$25,000	\$150,000	\$100,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Number of Free Transfers Permitted	10	15	12	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3	Transfer Fee	\$0	\$50	\$25	Varies with market conditions. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Free Withdrawal Privilege	5%	15%	12%	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Partial Withdrawal Amount	\$100	\$1,000	\$500	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Contract Value that must Remain after Partial Withdrawal	\$100	\$5,000	\$2,000	Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Minimum Annuity Payment	\$10	\$500	\$100	Set at the time of issue and will not vary; any change will be made to new contracts going forward.

3	Required Benefit Rider	N/A	N/A	N/A	The No Withdrawal Charge Option may only be selected with one of the specified riders. Rider names may change if a new riders are approved by the Department, or if a rider is discontinued. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
	Required Rider...text “[; or if the [Income Protector Rider] terminates because you select single Lifetime Plus Payments, the sole Covered Person dies, and the contract is continued]”	N/A	N/A	N/A	Rider names may change if a new rider is approved by the Department, or if a rider is discontinued, this section of text may be suppressed. Set at the time of issue and will not vary; any change will be made to new contracts going forward.
3A	Riders	N/A	N/A	N/A	Listing of Applicable Riders at the time of issue; varies with each contract issued.
3A	Service Center	N/A	N/A	Varies	The name of the Service Center Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. The address and telephone number may change if there is a re-location or to reflect a new service office. The Department will be notified prior to any change.

Form S40771-02 Contract Schedule [No WC-C]

The only items displayed are those that differ from form number S40778-02 on pages 3 - 5 of this document.

3	During the Annuity Phase: Mortality and Expense Risk Charge during the Annuity Phase	1.00%	1.70%	1.15%	Once issued it cannot increase.
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Form S40805-DP Contract Schedule Addendum

Page #	Variable	Current	Rationale
	Owner to Contract Number fields	Varies	These fields will vary based on the Owner(s)/Annuitant.
	Rider Termination Date	Varies	Will populate the effective date this benefit is dropped.
	Rider(s) Terminated	Varies	Will populate the name(s) of the rider(s) being dropped.
	Service Center	Varies	The name of the Service Center Office may change if a particular distribution channel has its own distribution service office or if a marketing name is attached to the office. The address and telephone number may change if there is a re-location or to reflect a new service office. The Department will be notified prior to any change.