Filing at a Glance

Company: Pioneer American Insurance Company
Product Name: Flexible Premium Universal Life Insurance - 10-9881
SERFF Tr Num: AAMC-126798507
State: Arkansas
TOI: L09I Individual Life - Flexible Premium Adjustable Life
SERFF Status: Closed-Approved-Closed
State Tr Num: 46951
Sub-TOI: L09I.001 Single Life
Co Tr Num:
State Status: Approved-Closed
Filing Type: Form
Reviewer(s): Linda Bird
Author: Traci Baty
Disposition Date: 10/07/2010
Date Submitted: 10/01/2010
Disposition Status: Approved-Closed
Implementation Date Requested: On Approval
Implementation Date:
State Filing Description:

General Information

Project Name:
Project Number:
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 10/07/2010

Deemer Date:
Submitted By: Traci Baty
Filing Description:
Cover Letter under Supporting Documentation.

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: Filed in Texas, our State of Domicile.
Market Type: Individual
Group Market Size:
Group Market Type:
Explanation for Other Group Market Type:
State Status Changed: 10/07/2010
Created By: Traci Baty
Corresponding Filing Tracking Number:

Company and Contact

Filing Contact Information

Clara Keel, Product Filing Manager and
ckeel@aatx.com

Assistant Secretary

425 Austin Avenue 254-297-2794 [Phone]

Waco, TX 76701 254-297-2138 [FAX]

Filing Company Information

Pioneer American Insurance Company	CoCode: 67873	State of Domicile: Texas
425 Austin Avenue	Group Code: 1327	Company Type: LAH
Waco, TX 76701	Group Name:	State ID Number:
(254) 297-2777 ext. [Phone]	FEIN Number: 75-0914374	

Filing Fees

Fee Required?	Yes
Fee Amount:	$150.00
Retaliatory?	Yes
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pioneer American Insurance Company	$150.00	10/01/2010	40112993
Pioneer American Insurance Company	$400.00	10/01/2010	40136730

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/07/2010	10/07/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Linda Bird	10/01/2010	10/01/2010	Traci Baty	10/01/2010	10/01/2010

Disposition

Disposition Date: 10/07/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*AAMC-126798507*	*State:*	*Arkansas*
Filing Company:	*Pioneer American Insurance Company*	*State Tracking Number:*	*46951*
Company Tracking Number:			
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*Flexible Premium Universal Life Insurance - 10-9881*		
Project Name/Number:	*/*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Consent to Submit Rates		Yes
Supporting Document	Statement of Compliance		Yes
Form	Flexible Premium Universal Life Insurance Policy		Yes
Form	Life Insurance Application		Yes
Form	Term Insurance Benefit Rider		Yes
Form	Additional Insured Benefit Rider		Yes
Form	Children's Insured Benefit Rider		Yes
Form	Accelerated Benefit Endorsement		Yes
Form	Accelerated Benefit Endorsement Disclosure		Yes
Form	Waiver of Specified Premium Benefit Rider		Yes
Form	Waiver of Monthly Deduction Benefit Rider		Yes
Form	Accidental Death Benefit Rider		Yes
Form	Waiver of Surrender Charge Endorsement		Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/01/2010
Submitted Date	10/01/2010
Respond By Date	11/01/2010

Dear Clara Keel,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now $50.00 per form. We will hold your filing in a pending status until the additional $400.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/01/2010
Submitted Date	10/01/2010

Dear Linda Bird,

Comments:
This is in response to your objection letter dated October 1, 2010.

Response 1

Comments: The additional $400.00 filing fee was submitted. Sorry for any inconvenience this may have caused your department.

Related Objection 1

Comment:
Regulation 57 was revised effective January 2010, the filing fee is now $50.00 per form. We will hold your filing in a pending status until the additional $400.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

If I may be of further assistance, please contact me at (800) 736-7311, ext. 3216 or ckeel.@aatx.com.

Sincerely,
Clara Keel
Product Filing Manager and Assistant Secretary

Sincerely,
Traci Baty

Form Schedule

Lead Form Number: 10-9881

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	Form No. PA10-9881	Policy/Contract/Fraternal Certificate	Flexible Premium Universal Life Insurance Policy	Initial		50.200	STD PA10-9881 Flexible Premium Universal Life Insurance Policy.pdf
	Form No. PA9883	Application/Enrollment Form	Life Insurance Application	Initial		55.000	STD PA9883 Life Insurance Application.pdf
	Form No. PA9884	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Term Insurance Benefit Rider	Initial		48.000	STD PA9884 Term Insurance Benefit Rider.pdf
	Form No. PA9885	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Additional Insured Benefit Rider	Initial		43.700	STD PA9885 Additional Insured Benefit Rider.pdf
	Form No. PA9886	Policy/Contract/Fratern	Children's Insured Benefit Rider	Initial		54.300	STD PA9886 Childrens

	al Certificate: Amendment, Insert Page, Endorsement or Rider				Insured Benefit Rider.pdf
Form No. PA9887	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Accelerated Benefit Endorsement	Initial	43.800	STD PA9887 Accelerated Benefit Endorsement.pdf
Form No. PA9888	Other	Accelerated Benefit Endorsement Disclosure	Initial	0.000	STD PA9888 Accelerated Benefit Disclosure.pdf
Form No. PA9890	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Waiver of Specified Premium Benefit Rider	Initial	47.200	STD PA9890 Waiver of Specified Premium Benefit Rider.pdf
Form No. PA9891	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorseme	Waiver of Monthly Deduction Benefit Rider	Initial	47.700	STD PA9891 Waiver of Monthly Deduction Benefit Rider.pdf

Form No. PA9892	nt or Rider Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Accidental Death Benefit Rider	Initial	49.900	STD PA9892 Accidental Death Benefit Rider.pdf
Form No. PA9893	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Waiver of Surrender Charge Endorsement	Initial	41.700	STD PA9893 Waiver of Surrender Charge Endorsement.pdf

Pioneer American
Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

This Policy is issued in consideration of the application and the payment of premium. This Policy may be kept In Force by paying the premiums as due. Premiums are shown on the Policy Data Pages.

We will pay the Proceeds if We receive due proof that the Insured died while this Policy was In Force. Payment will be made to the Beneficiary named in the application or later named by You. Payment will be subject to the terms of this Policy.

READ YOUR POLICY CAREFULLY

This Policy is a legal contract between You and the Company. This Policy sets forth, in detail, the rights and obligations of both You and Us. If You have any questions about this Policy, please contact Us at the address, telephone number or through the website listed above.

RIGHT TO EXAMINE AND CANCEL POLICY

You may cancel this Policy within 30 days after You receive it by returning it to the Company at its Home Office or to the agent through whom You purchased it. The cancellation will be effective as of the Effective Date. Within 10 days after We receive notice of cancellation and the Policy is returned, We will refund all monies received from You.

Signed for the Company.

Joe W. Dunlap
Secretary

President

Flexible Premium Universal Life Insurance Policy

Death Benefit payable at Insured's death

Flexible premiums payable during Insured's lifetime

Adjustable Death Benefits

Net Cash Value payable at Maturity Date

NON-PARTICIPATING (not eligible for dividends)

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POLICY DATA PAGES

EFFECTIVE DATE	:	[SEPTEMBER 01, 2010]
ISSUE DATE	:	[SEPTEMBER 01, 2010]
INITIAL FACE AMOUNT	:	[$100,000]
MINIMUM FACE AMOUNT	:	[$ 10,000]
DEATH BENEFIT OPTION	:	[OPTION 1 – LEVEL]
TYPE OF PLAN	:	SINGLE LIFE
ISSUE AGE AND SEX	:	[35 MALE]
UNDERWRITING CLASSIFICATION	:	[STANDARD NON-TOBACCO]
RATING CLASSIFICATION	:	[TABLE 0 – STANDARD]
PREMIUM FREQUENCY	:	[ANNUAL]
MINIMUM PREMIUM	:	[$669.62]
INITIAL PREMIUM	:	[$900.00]
PLANNED PREMIUM		[$900.00]
INITIAL DECLARED INTEREST RATE	:	[4.50%]
POLICY LOAN INTEREST RATE	:	[8.00%]
MAXIMUM MONTHLY ADMINISTRATIVE FEE	:	[$11.00]
INITIAL MONTHLY RISK PREMIUM	:	[$9.25]
MAXIMUM PERCENT OF PREMIUM CHARGE	:	[2.00%]
INITIAL MONTHLY DEDUCTION	:	[$62.90]
NO-LAPSE GUARANTEE PERIOD	:	[20]YEARS *
MATURITY DATE	:	[SEPTEMBER 01, 2095]
OWNER	:	[JOHN DOE]
INSURED	:	[JOHN DOE]
POLICY NUMBER		[XXXXXXXXXX]

INSURANCE SCHEDULE

BASIC POLICY BENEFIT

FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE

ACCELERATED BENEFIT ENDORSEMENT

WAIVER OF SURRENDER CHARGE ENDORSEMENT

ADDITIONAL RIDERS	EFFECTIVE DATE	MONTHLY INITIAL PREMIUM
[ACCIDENTAL DEATH BENEFIT RIDER: $ 50,000	SEPTEMBER 01, 2010	$4.08]
[WAIVER OF MONTHLY DEDUCTION BENEFIT RIDER:	SEPTEMBER 01, 2010	$2.14]
[WAIVER OF SPECIFIED PREMIUM BENEFIT RIDER: $600.00/ANNUAL	SEPTEMBER 01, 2010	$1.85]
[ADDITIONAL INSURED BENEFIT RIDER: TERM [20] $50,000 [NAME: JANE DOE – 33 FEMALE STANDARD NON-TOBACCO]	SEPTEMBER 01, 2010	$5.72]
[CHILDREN'S INSURED BENEFIT RIDER: 10 UNITS	SEPTEMBER 01, 2010	$5.31]
[TERM INSURANCE BENEFIT RIDER: TERM 10 $50,000	SEPTEMBER 01, 2010	$5.55]

INSURANCE MAY LAPSE BEFORE THE MATURITY DATE IF PREMIUMS PAID AND INTEREST CREDITED ARE INADEQUATE TO CONTINUE THE POLICY TO MATURITY AND THE NO-LAPSE GUARANTEE DOES NOT APPLY.

* THE POLICY VALUE AT THE END OF THE NO-LAPSE GUARANTEE PERIOD MAY BE INSUFFICIENT TO KEEP THE POLICY IN FORCE UNLESS AN ADDITIONAL PAYMENT IS MADE AT THAT TIME.

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

MALE – STANDARD NON-TOBACCO

ATTAINED AGE		ATTAINED AGE	
35	0.09334	78	4.82063
36	0.09751	79	5.38383
37	0.10334	80	6.01260
38	0.11085	81	6.69705
39	0.11751	82	7.42303
40	0.12668	83	8.21697
41	0.13752	84	9.10125
42	0.15086	85	10.08656
43	0.16669	86	11.17261
44	0.18420	87	12.34897
45	0.20337	88	13.60255
46	0.22255	89	14.92103
47	0.23839	90	16.23779
48	0.25090	91	17.53725
49	0.26674	92	18.90234
50	0.28758	93	20.34569
51	0.31427	94	21.87059
52	0.34679	95	23.38520
53	0.38431	96	24.86843
54	0.43185	97	26.45342
55	0.48524	98	28.14901
56	0.54029	99	29.96423
57	0.59369	100	31.70427
58	0.64709	101	33.25265
59	0.70967	102	34.90475
60	0.78562	103	36.66691
61	0.87827	104	38.53573
62	0.98597	105	40.51145
63	1.10372	106	42.61697
64	1.22650	107	44.86020
65	1.35433	108	47.25110
66	1.48387	109	49.79713
67	1.61928	110	52.50694
68	1.76227	111	55.39319
69	1.92286	112	58.46521
70	2.11028	113	61.73550
71	2.33795	114	65.21324
72	2.60426	115	68.91186
73	2.88497	116	72.84242
74	3.18679	117	77.01849
75	3.51565	118	81.45131
76	3.88671	119	83.33333
77	4.31857		

TABLE OF GUARANTEED SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE PER $1,000 OF SPECIFIED AMOUNT
1	$19.85
2	$19.69
3	$19.53
4	$19.36
5	$19.18
6	$19.00
7	$18.81
8	$18.61
9	$18.41
10	$18.20
11	$17.98
12	$17.75
13	$17.52
14	$17.28
15	$17.04
16+	$ 0.00

THE SURRENDER CHARGE WILL NOT EXCEED THE MAXIMUM PERMITTED UNDER STANDARD NON-FORFEITUE LAW.

DEFINITIONS

Age is the Insured's age at the Insured's last birthday.

Beneficiary is the person named by the Owner to receive the Proceeds payable upon the Insured's death.

Cash Value is the Policy Value less any Surrender Charges.

Company is Pioneer American Insurance Company.

Death Benefit is the amount payable to the Beneficiary upon the death of the Insured.

Death Benefit Option is the method of determining the Death Benefit, as chosen by the Owner.

Declared Interest Rate is the rate of interest credited to the Policy Value less any Policy Loans and any interest due thereon.

Effective Date is the date upon which coverage begins under this Policy. We measure the Policy Years, Policy Anniversaries and premium due dates using the Effective Date. It is the date from which the Incontestability and the Suicide Exclusion periods are calculated.

Face Amount is the Initial Face Amount plus or minus any changes made by the Owner. **Initial Face Amount** is the amount of insurance at the Issue Date, as shown on the Policy Data Pages.

Flat Extra Premium is an additional premium assigned to a specific risk. The premium is charged as an extra flat dollar amount per $1000 of Face Amount of the Policy and added to the Risk Premium.

Home Office means Pioneer American Insurance Company, located in Waco, Texas.

In Force means that the Policy is in effect and has not been terminated.

Initial Premium is the amount of premium submitted with the application for this Policy, as shown on the Policy Data Pages.

Insured is the individual whose life is insured under this Policy, as shown on the Policy Data Pages.

Issue Date is the date that this Policy was prepared, as shown on the Policy Data Pages.

Maturity Date is the Policy Anniversary on which the Insured is 120 years old. The Proceeds on the Maturity Date will be the Net Cash Value.

Minimum Face Amount is the lowest amount of Death Benefit available under this Policy, as shown on the Policy Data Pages.

Minimum Premium is the lowest amount of premium required to maintain the Policy and all Riders In Force during the No-Lapse Guarantee Period.

Monthly Administrative Fee is a monthly fee charged to cover the expense of administering the Policy, as shown on the Policy Data Pages.

Monthly Anniversary is the date each month from the Effective Date, as shown on the Policy Data Pages.

Monthly Deduction is the amount deducted from the Policy Value each month, consisting of the monthly Risk Premium, any premium incurred due to additional benefits provided by any Riders to this Policy, the Monthly Administrative Fee and the Percent of Premium Charge.

Net Cash Value is the Cash Value less any unpaid loan and interest.

Owner is the individual entitled to exercise all ownership rights under this Policy, as shown on the Policy Data Pages or as subsequently designated.

Payee is the natural person entitled to receive the Proceeds under this Policy.

Percent of Premium Charge is a portion deducted from each premium as part of the Monthly Deduction, as shown on the Policy Data Pages.

Planned Premium is the amount of premium You have chosen to pay.

Policy is this document and attachments as described in Entire Contract provision.

Policy Anniversary is the date each year from the Effective Date of this Policy.

Policy Month is the period of time between two successive Monthly Anniversaries.

Policy Value is the dollar amount of value assigned to the Policy as described in the Policy Value section of this Policy

Policy Year is the 12 month period between each Policy Anniversary.

Proceeds are the monies payable under the Death Benefit, or upon surrender or Maturity of this Policy.

Rider is any attachment to this Policy that provides additional benefits.

Risk Insurance Amount is the amount equal to the Death Benefit at the beginning of the Policy Month minus the Policy Value at the beginning of the same Policy Month.

Risk Premium is the Risk Insurance Amount multiplied by the Risk Rate, plus any additional premium due to an additional rating classification or Flat Extra Premium. Any additional premium will be included as an amendment to this Policy. The **Initial Monthly Risk Premium** is the Monthly Risk Premium at the Issue Date, as shown on the Policy Data Pages.

Risk Rate is the rate used to cover the mortality risk based upon the Insured's Age at the beginning of each Policy Year. The maximum Risk Rate is stated on the Table of Monthly Guaranteed Risk Rates, as shown on the Policy Data Pages. We have the right, but not the obligation, to reduce such rate, which will be applied to all insured persons of the same premium class.

Surrender Charge is an amount that is deductible from the Policy Value upon surrender of this Policy. The Surrender Charges per $1,000 of Face Amount are shown on the Table of Surrender Charges on the Policy Data Pages.

We, Us or **Our** refers to Pioneer American Insurance Company.

Written Request is a written document that is signed by the Owner, dated, and received and recorded in Our Home Office, in a form acceptable to Us directing Us to take any actions regarding this Policy.

You or **Your** refers to the Owner of this Policy, as recorded in Our Home Office.

In this Policy, the singular includes the plural and vice versa and each gender includes all genders as the context requires.

GENERAL PROVISIONS

Entire Contract
The entire contract between You and Us is comprised of:
1. this Policy; and
2. all applications, Riders, Endorsements and amendments attached to this Policy on the Issue Date; and
3. all subsequent applications, Riders and amendments that We may attach or send You to attach to this Policy.

Unless fraudulent, statements made by You or any Insured are representations and not warranties. Only statements found in attached applications may be used in defense of a claim.

Only Our President or Secretary can change this Policy on Our behalf. No agent or other person can change this Policy. Any change must be in a written document.

Ownership of the Policy
During the Insured's lifetime, You as Owner have the rights and duties set out in this Policy.

You may change the ownership of this Policy by Written Request. This transfers all Your rights and duties to a new Owner. The new Owner may then make any change the Policy allows. The change will take effect on the date You signed the Written Request, but it will not affect any action We take before recording Your Written Request.

You may also name a contingent Owner by Written Request, who will own this Policy if You die before the Insured. If there is no contingent Owner, Your estate or assignees will become the Owner.

An Owner's rights as Owner cease upon the Insured's death.

Assignment
You may assign this Policy by Written Request. This limits Your rights to obtain the Net Cash Value. It also limits the Beneficiary's rights to the Death Benefit. A collateral assignment does not change Your status as Owner. When We pay the Proceeds, We will only rely on what Our records state is the debt then due as collateral.

To record an assignment of this Policy as collateral security, We need:
1. Your Written Request; and
2. an original or notarized copy of the collateral assignment; and
3. written consent of all irrevocable Beneficiaries.

We may rely on such notice without regard to the validity of such assignment and/or consent. The effective date of the assignment will be the date the above information is received and recorded by Us.

Incontestability
After this Policy has been in effect during the Insured's lifetime for two years from the Effective Date, this Policy becomes incontestable unless it has terminated. Any reinstatement of this Policy has its own two-year contestable period running from the date of the latest reinstatement application. Such period applies to material misrepresentations made in the reinstatement application.

Any increase in Face Amount has its own two-year contestable period running from the Effective Date of such increase. Any increase in the Risk Insurance Amount has its own two-year contestable period running from the Effective Date of such increase.

Any contest at issue or upon an increase will be based on material misrepresentations made in the original application or the application for the change.

Suicide Exclusion
If the Insured commits suicide, while sane or insane, within two years from the Effective Date, Our liability will be limited to the return of premiums paid less any Policy Loans, unpaid Policy Loan interest, and Partial Withdrawals.

If the Insured commits suicide, while sane or insane, within two years from the effective date of an increase in Face Amount or Risk Insurance Amount, Our liability will be limited to return of the Monthly Deductions paid for that increase.

Misstatement of Age or Sex
If the Insured's age or sex is misstated, We will change the benefit amounts to reflect what the premium would have purchased at the true age or sex.

Prior to the Insured's death, if the misstatement caused Us to make (a) an overpayment, We will deduct the total amount of the overpayment from the next following future payment(s), or (b) an underpayment, We will add the total amount of the underpayment to the next payment. The adjusted amount in either case will include interest at a rate not to exceed 6% per annum, compounded annually.

Non-Participating
The Policy does not share in Our profits or surplus. No dividends are paid under this Policy.

Tax Withholding
We will withhold taxes from any payment made to You or to another person on Your behalf when required by law.

Termination
This Policy will terminate without further obligation on Our part when one of the following occurs:

1. the Proceeds have been fully paid or applied upon the Insured's death;
2. the Policy has been surrendered;
3. the principal amount of any and all Policy Loans together with interest thereon and any other amounts You owe Us equal or exceed the Cash Value and notice has been provided in accordance with the Loans - Repayment provision; or
4. non-payment of premium, subject to the Premium Payment and Reinstatement provision of this policy.
5. the Maturity Date is reached.

PREMIUM PAYMENT AND REINSTATEMENT

Premiums
Payments must be made in advance to the Home Office of Company or to an agent of the Company. Checks should be made payable only to the Company. You may request a receipt signed by a Company officer for any payment.

Insurance will begin on the later of the Effective Date or the date the Initial Premium is paid. You may change the amount and frequency of future premium payments from what is specified on the Policy Data Pages.

The Monthly Deduction is the sum of the Risk Premium for the relevant Policy Month plus the cost of any Rider benefits for the relevant Policy Month, plus the Administrative Fee plus the Percentage of Premium Charge. We have the right, but not the obligation, to reduce the Monthly Administrative Fee.

A Minimum Premium is required to maintain this Policy and all Riders In Force during the No-Lapse Period. The Minimum Premium will change when the Face Amount is changed, when Riders are added or terminated, or when the Flat Extra Premium, if any, has been reduced or is no longer required.

Any premium payment that will result in an increase in the Risk Insurance Amount will be accepted only upon satisfactory evidence of insurability, in which case the Incontestability and Suicide Exclusion provisions will apply to the increased amount.

We reserve the right to refuse to accept any premium that would disqualify Your Policy as life insurance under the Internal Revenue Code and any amendments, rulings, regulations or requirements. We are not liable for the tax or tax penalties You owe resulting from the failure to comply with the tax laws.

No-Lapse Guarantee
The No-Lapse Guarantee Period is shown on the Policy Data Pages. This Policy will not lapse during the No-Lapse Guarantee Period if:

1. the balance of:
   (a) premiums paid to date; less
   (b) any Policy Loans and Partial Withdrawals;

exceeds:

2. the product of:
   (a) Minimum Monthly Premium; and
   (b) number of months since the Effective Date.

Grace Period

The Grace Period is the 61 day period that starts when the Net Cash Value is insufficient to pay the Monthly Deduction when due. You will have 61 days from the start of the Grace Period to pay a premium at least equal to the past due Monthly Deductions. The Policy and all Riders will remain In Force during this time. We will send You notice that Your Policy and Riders are at risk of lapsing not more than 31 days after the start of the Grace Period.

If on the 62nd day after the start of the Grace Period We have not received a premium at least equal to the past due Monthly Deductions and the No-Lapse Guarantee provision applies, Your Policy will remain In Force as long as the provisions of the No-Lapse Guarantee Period are met. Any Riders attached to this Policy will also remain In Force until the end of the No-Lapse Guarantee Period or the Rider Automatic Termination provision, whichever comes first.

If on the 62nd day after the start of the Grace Period, We have not received a premium equal to the past due Monthly Deductions and the No-Lapse Guarantee Period or provision does not apply, this Policy and all Riders will lapse immediately without value.

If You are no longer eligible for the No-Lapse Guarantee and the Net Cash Value is greater than the Monthly Deduction, this Policy will remain In Force. The Net Cash Value at the end of the No-Lapse Guarantee Period may be insufficient to keep the Policy In Force unless an additional premium is paid at that time.

If the Insured dies during the above-described Grace Period, We will deduct any unpaid Monthly Deductions from the Proceeds.

Continuation of Insurance upon Discontinuance of Premium Payments

After premiums are stopped, Monthly Deductions to cover the Risk Rate and expenses (defined in Monthly Deduction) will continue as long as any Net Cash Value remains. When the Net Cash Value is depleted, the Policy will lapse except as provided in the Grace Period provision.

Reinstatement

Reinstatement restores a Policy after it has lapsed for non-payment of premium. You may reinstate within five years after the Policy has lapsed. You cannot reinstate if this Policy was surrendered. Reinstatement will be effective on the Monthly Anniversary on or next following the date of Our approval of Your Written Request to reinstate.

To reinstate this Policy, You must:

1. submit a Written Request that You wish to reinstate Your Policy;
2. submit proof that satisfies Us that the Insured is still insurable by Our standards; and
3. pay a premium sufficient to repay any past due Monthly Deductions, and keep the Policy In Force for at least the next three months, and repay any unpaid Policy Loans with interest thereon.

POLICY VALUE

Calculation of Policy Value

We calculate the Policy Value while this Policy is In Force on a monthly basis. The Policy Value on each Monthly Anniversary equals:

1. The Policy Value on the prior Monthly Anniversary; plus
2. any Premiums received since the prior Monthly Anniversary; less
3. any Partial Withdrawals made on the Monthly Anniversary; less
4. the Monthly Deduction for the Policy Month; plus
5. interest credited for the Policy Month.

Policy Values between Monthly Anniversaries will be calculated as above but with interest credited on a pro-rata basis.

Declared Interest Rate
Prior to each Policy Month, We will set the Declared Interest Rate for the following Policy Month, stated as an annual effective interest rate. This interest rate, compounded monthly, will be used to credit interest to the Policy Value for the upcoming Policy Month. Any Policy Loan amount will be credited with interest at the rate of 3% per Policy Year, compounded annually. A Declared Interest Rate will not be less than 3% per Policy Year, compounded annually.

Bonus Interest Rate
Prior to each Policy Month after the fourth Policy Anniversary, an effective annual Bonus Interest Rate is calculated according to the following table. For a Declared Interest Rate between any two values shown above, the Bonus Interest Rate will be calculated on a pro-rata basis.

Declared Interest Rate	Bonus Interest Rate
3% to 4%	0%
5%	0.75%
6%	1.25%
7%	1.75%
8%	2.25%
over 8%	2.25%

Prior to each Policy Month after the 4th Policy Anniversary, the Bonus Interest Rate is added to the Declared Interest Rate then in effect to determine the amount of interest to be credited to the Policy Value, net of any outstanding Policy Loans and unpaid loan interest.

Policy Reinstatement
We will calculate the Policy Value on the date of any reinstatement according to the Premium Payment and Reinstatement provisions.

LOANS

Policy Loan
After the first Policy Anniversary, You may request a Policy Loan using this Policy as security. The Policy must have a Net Cash Value and be In Force. We will not lend, in the aggregate, more than the Net Cash Value less:

1. the interest amount on all Policy Loans then outstanding for the period ending on the next Policy Anniversary, and
2. the Monthly Deductions amount for the period ending on the next Policy Anniversary.

We may defer making the requested Policy Loan for up to six months after receiving approval from the state department of insurance.

Policy Loan Interest
Interest on Policy Loans is payable in arrears at the Policy Loan Interest Rate, as shown on the Policy Data Pages. Interest not paid when due is added to the Policy Loan and is charged interest at the Policy Loan Interest Rate.

Loan Repayment
You may repay the Policy Loan in part or whole while this Policy is In Force. We have a prior lien against the Policy for any money You owe Us under the Policy. To the extent permitted by law, Our lien is superior to any other claim. We will deduct the money owed to Us whenever We pay the Proceeds.

NON-FORFEITURE

Partial Withdrawal
After the first Policy Year, You may arrange for a Partial Withdrawal of funds from the Policy Value by Written Request. The withdrawal will be funded on a Monthly Anniversary. The withdrawal must leave a Net Cash Value at least equal to the total of the Monthly Deductions and the interest on all outstanding Policy Loans due through the period ending on the next Policy Anniversary.

If the Death Benefit Option selected by You is Option 1, the Face Amount and the Policy Value will be reduced by the amount of the withdrawal. If the Death Benefit Option selected by You is Option 2, the Policy Value will be reduced by the amount of the withdrawal. The withdrawal must not reduce the Face Amount to less than the Minimum Face Amount.

A Surrender Charge may be levied on any Partial Withdrawal. The Surrender Charge will be the pro-rata portion of the then current Surrender Charge, based on the ratio of Partial Withdrawal to Policy Value multiplied by the current Surrender Charge. Future Surrender Charges will be prorated in a similar manner.

You may make one Partial Withdrawal in each Policy Year without incurring an administrative fee. A fee of [$25] will be charged for each additional Partial Withdrawal.

We may defer making the requested Partial Withdrawal for up to 6 months after receiving approval from the state department of insurance.

Basis of Computations
Values and benefits under this Policy are based upon the 2001 CSO Mortality Tables, Age last Birthday. Minimum Cash Values are determined annually using the Standard Non-forfeiture method following the NAIC Universal Life Insurance Model Regulation. The Cash Value under this Policy will not be less than the minimum value required by the state in which this Policy is delivered. The guaranteed interest rate used to calculate the minimum Cash Value is 3%. A detailed statement of the method of computation of Cash Values and Non-forfeiture Benefits has been filed with the insurance department of the state in which this Policy is delivered.

BENEFICIARY AND PAYMENT OF PROCEEDS

Beneficiary
You may name more than one Beneficiary. You may designate a contingent Beneficiary, who will become the Beneficiary upon the primary Beneficiary's death.

You may change one or more Beneficiaries by Written Request if the Policy is In Force and the Insured is alive. Your Written Request for change of Beneficiary will take effect on the date of the Written Request, but will not affect any action We take before recording Your Written Request.

Payment of Proceeds
Upon satisfactory proof of death of the Insured and the right of the claimant to the Proceeds, We will pay the Proceeds within two months as follows:

1. We first pay any assignees who have an assignment of this Policy.
2. Then We pay the Beneficiaries last named In Writing. We pay them in equal shares, unless You have requested otherwise.
3. If there is no surviving Beneficiary or Contingent Beneficiary, We pay You.
4. If You have died, We pay Your estate.

The amount of the Proceeds equals:

1. the Death Benefit then In Force; plus
2. the amount of any benefit under any Rider on the life of the Insured; less
3. any unpaid Monthly Deductions; less
4. any unpaid Policy Loans; less
5. any unpaid interest on the Policy Loans; plus
6. any interest required by law.

If a Beneficiary dies before receiving the Proceeds, at the same time as the Insured or within 15 days after the Insured's death, We will pay the Proceeds as if the Beneficiary died before the Insured. We may require that You send Us this Policy before making payment. The Proceeds under this Policy are exempt from creditors to the extent allowed by law. The amount of the Proceeds is subject to the Incontestability, Misstatement of Age or Sex, Suicide Exclusion and Non-forfeiture provisions of this Policy.

DEATH BENEFIT

Calculation of Death Benefit
You have selected one of two Death Benefit Options, as indicated on the Policy Data Pages. The Death Benefit for each of the options is calculated as follows:

Option 1- (Level) - The greater of:

1. the Face Amount then in effect; or
2. the Policy Value multiplied by the minimum death benefit factor for the attained age.

Option 2 – The greater of:
1. the Face Amount plus the Policy Value then in effect; or
2. the Policy Value multiplied by the minimum death benefit factor for the attained age.

The minimum death benefit factor is shown below:

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
0-40	2.50	54	1.57	68	1.17
41	2.43	55	1.50	69	1.16
42	2.36	56	1.46	70	1.15
43	2.29	57	1.42	71	1.13
44	2.22	58	1.38	72	1.11
45	2.15	59	1.34	73	1.09
46	2.09	60	1.30	74	1.07
47	2.03	61	1.28	75-90	1.05
48	1.97	62	1.26	91	1.04
49	1.91	63	1.24	92	1.03
50	1.85	64	1.22	93	1.02
51	1.78	65	1.20	94	1.01
52	1.71	66	1.19	95-119	1.00
53	1.64	67	1.18		

Change in Face Amount
By Written Request, You may change the Face Amount of this Policy. An increase in the Face Amount will require Our approval and evidence of insurability satisfactory to Us must be provided.

An increase will:
1. be effective on the Monthly Anniversary on or next following Our approval;
2. be subject to Surrender Charges;
3. increase any applicable Minimum Premium by an amount then applicable;
4. be subject to the Incontestability and Suicide Exclusion provisions starting from the Effective Date of the increase.

A decrease in the Face Amount:
1. may not be made:
   a. before the third Policy Anniversary;
   b. during the 12-month period following an increase in the Face Amount;
2. will be made on the Monthly Anniversary on or next following Our receipt of Your Written Request;
3. will be limited to one per Policy Year and in an amount of at least $[5,000];
4. may not reduce the Face Amount to less than the Minimum Face Amount;
5. will be applied in the following order:
   a. to the most recent increase in Face Amount;
   b. to the next most recent increases in Face Amount;
   c. to the Initial Face Amount or the then current Face Amount, if lesser in amount; and
6. will not reduce the Surrender Charges applicable to the initial Face Amount.

Change in Selection of Death Benefit Option
By Written Request, You may change the selected Death Benefit Option after the first Policy Anniversary in the manner set out below. Only one change is permitted in any Policy Year. Such change will be approved subject to satisfactory evidence of insurability and will be effective on the Monthly Anniversary on or next following Our approval.

A change from Death Benefit Option 1 to Option 2 will decrease the Face Amount but not the Death Benefit on the date of change. A change from Death Benefit Option 2 to Option 1 will increase the Face Amount but not the Death Benefit on the date of change. The Face Amount will not be reduced to less than the Minimum Face Amount.

POLICYOWNER REPORT

Annual Report
We will send an annual report to You at Your last recorded address for each Policy Year. The report will show:

1. the Policy Value at the start of the year;
2. debits and credits to the Policy Value during the year;
3. the value at the end of that year of :
   a. the Policy Value;
   b. the Death Benefit;
   c. the Cash Value;
   d. the Policy Loans, if any; and
   e. the Net Cash Value.
4. the Declared Interest Rate for each month of the last year;
5. the Declared Interest Rate for the next Policy Month;
6. the then applicable Risk Rate and Monthly Administrative Fee;
7. whether the Net Cash Value at the end of the Policy Year will, at guaranteed rates of interest, Risk Rates and Monthly Administrative Fee, be sufficient to pay all Monthly Deductions for the upcoming year.

Optional Report
Upon Your Written Request, We will provide illustrations showing Policy Values based upon guaranteed and current assumptions. We will provide one illustration free of charge each Policy Year. A fee of $[25] will be charged for each additional request received in any one Policy Year.

SETTLEMENT OPTIONS

Availability of Settlement Options
Settlement options are ways of paying all or part of the Proceeds of this Policy other than in one lump sum. You may select or change a settlement option to which Proceeds will be applied by Written Request while the Insured is alive and before We pay the Proceeds.

If no option has been chosen before the Insured dies, the Beneficiary may select a settlement option. The Beneficiary cannot select an option if We have already paid the Beneficiary the Proceeds.

An option cannot be chosen if any of these are true:

1. The Proceeds are payable to a collateral assignee;
2. The Proceeds are not payable to a natural person;
3. The total amount is less than $[1,000];
4. Each payment under the selected option would be less than $[25].

Interest
We guarantee an interest rate of [2-½]% per annum, compounded annually, on all amounts applied to any of the settlement options described below. The interest amount has been included in the installments shown in the settlement option tables set out below. We may, but are not obligated to, pay interest at a rate greater than [2-½]% on amounts applied to settlement options 1 through 4 described below. We may, but are not obligated to, guarantee a rate greater than [2-½]% on amounts applied to settlement option 5 described below. Contact Us for details.

Description of Settlement Options
Settlement Option 1 - Installments for a Fixed Period. This option provides for payment of Proceeds in equal installments for a certain number of years. The length of time can be from 1 to 30 years. Installments may be paid monthly or yearly. Settlement Option 1 Table, below, sets out the amount of each installment.

Settlement Option 2 - Installments for Life with a Guaranteed Period. This option provides for payment of Proceeds in equal installments for either 10 or 20 years, plus life of the Payee. The amount of each equal installment depends on:

1. the period of time chosen; and
2. the Payee's sex; and
3. the Payee's age on the Payee's birthday nearest to the due date of the first payment.

Settlement Option 2 Table sets out the amount of each installment. We require satisfactory proof of the Payee's age before We pay amounts under this option.

Settlement Option 3 - Interest Income. The Proceeds remain with Us during the Payee's lifetime. Proceeds bear interest of at least [2-½]% per annum, compounded annually. Interest will be paid at the end of each month. By Written Request, the Payee may withdraw any part of the Proceeds at any time in amounts not less than $[100].

Settlement Option 4 - Installments of a Fixed Amount. The Proceeds paid in equal installments selected by the Payee until no funds remain. Interest on the unpaid portion will be at least [2-½]% per annum, compounded annually. The installments may be paid monthly, quarterly, semi-annually or annually. The amount of installment payable each year cannot be less than [5]% of the initial amount of Proceeds applied to this option.

Settlement Option 5 - Other Annuity Products. We will apply the Proceeds to any other annuity product that We may offer when the Proceeds become payable by Us under this Policy. Contact Us for details.

Application of Proceeds by Payee
If the Payee dies and there is no contingent Payee, We will pay a lump sum to the Payee's estate or assignees.

The lump sum Proceeds will be as follows:

1. For settlement options 1 or 2, the present value of the unpaid guaranteed installments, based on a [2-½]% per annum interest rate;
2. For settlement options 3 or 4, the unpaid balance of the Proceeds;
3. For settlement option 5, the amounts determined by the provisions of the applicable annuity product.

A settlement option will be effective on the date that (a) the Insured dies or (b) the Proceeds of the Policy otherwise become due. The first payment for settlement options 1, 2 or 4 is due on the effective date of the selected settlement option.

Settlement Option 1 Table

Annual and Monthly Installments For Each $1,000 of Proceeds

No. of Years Payable	Amount of Installments Annually	Monthly	No. of Years Payable	Amount of Installments Annually	Monthly	No. of Years Payable	Amount of Installments Annually	Monthly
1	$1,000.00	$84.28	11	$102.54	$8.64	21	$60.28	$5.08
2	506.17	42.66	12	95.11	8.02	22	58.19	4.90
3	341.60	28.79	13	88.83	7.49	23	56.29	4.74
4	259.33	21.86	14	83.45	7.03	24	54.55	4.60
5	210.00	17.70	15	78.80	6.64	25	52.95	4.46
6	177.12	14.93	16	74.73	6.30	26	51.48	4.34
7	153.65	12.95	17	71.15	6.00	27	50.12	4.22
8	136.07	11.47	18	67.97	5.73	28	48.87	4.12
9	122.40	10.32	19	65.13	5.49	29	47.70	4.02
10	111.47	9.39	20	62.58	5.27	30	46.61	3.93

Settlement Option 2 Table

Monthly Income for Each $1,000 of Proceeds

Age of Payee		Guaranteed Period in Years		Age of Payee		Guaranteed Period in Years		Age of Payee		Guaranteed Period in Years	
Male	Female	10	20	Male	Female	10	20	Male	Female	10	20
7 and under	12 and under	2.64	2.63	31	36	3.26	3.22	56	61	5.01	4.47
8	13	2.66	2.65	32	37	3.30	3.25	57	62	5.12	4.53
9	14	2.67	2.66	33	38	3.34	3.29	58	63	5.23	4.59
10	15	2.69	2.68	34	39	3.39	3.33	59	64	5.35	4.64
				35	40	3.43	3.37	60	65	5.48	4.70
11	16	2.71	2.70	36	41	3.48	3.41	61	66	5.61	4.75
12	17	2.73	2.71	37	42	3.53	3.45	62	67	5.74	4.80
13	18	2.74	2.73	38	43	3.59	3.50	63	68	5.87	4.85
14	19	2.76	2.75	39	44	3.64	3.54	64	69	6.01	4.90
15	20	2.78	2.77	40	45	3.70	3.59	65	70	6.16	4.94
16	21	2.81	2.79	41	46	3.76	3.64	66	71	6.30	4.98
17	22	2.83	2.81	42	47	3.82	3.69	67	72	6.45	5.02
18	23	2.85	2.84	43	48	3.88	3.74	68	73	6.60	5.05
19	24	2.88	2.86	44	49	3.95	3.79	69	74	6.76	5.09
20	25	2.90	2.88	45	50	4.02	3.84	70	75	6.91	5.12
21	26	2.93	2.91	46	51	4.09	3.90	71	76	7.07	5.14
22	27	2.95	2.93	47	52	4.17	3.95	72	77	7.23	5.17
23	28	2.98	2.96	48	53	4.25	4.01	73	78	7.38	5.19
24	29	3.01	2.99	49	54	4.33	4.07	74	79	7.54	5.20
25	30	3.04	3.02	50	55	4.42	4.12	75	80	7.69	5.22
26	31	3.08	3.05	51	56	4.50	4.18	76	81	7.84	5.23
27	32	3.11	3.08	52	57	4.60	4.24	77	82	7.98	5.24
28	33	3.14	3.11	53	58	4.69	4.30	78	83	8.13	5.25
29	34	3.18	3.15	54	59	4.79	4.36	79	84	8.26	5.26
30	35	3.22	3.18	55	60	4.90	4.41	80	85	8.39	5.26

Pioneer American Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE

Death Benefit payable at Insured's death

Flexible premiums payable during Insured's lifetime

Adjustable Death Benefits

Net Cash Value payable at Maturity Date

NONPARTICIPATING (not eligible for dividends)

PIONEER AMERICAN INSURANCE COMPANY
P.O. BOX 240, WACO, TX 76703-0240 • (254) 297-2776

LIFE INSURANCE APPLICATION (Please print in black ink)

Proposed Insured: John Doe (First) (Middle) (Last)
Address: (No. & Street) 300 Elm St.
City: Waco State: TX Zip Code: 12345
Phone _____ Best time to call _____ ☐ am ☐ pm
E-mail Address _____ @ _____

Sex	Date of Birth Mo. Day Yr	Age	State of Birth	SS#	Height	Occupation
☑ Male ☐ Female	5/10/75	35	TX	123-45-6789 DL#	6 ft 1 in Weight: 180 lbs	Accountant Annual Salary: $ 75,000

Owner: Name _____ SS# _____ Address: _____
Payor: Name _____ SS# _____ Address: _____

Primary Insured: Primary Beneficiary _____ SS# _____ Relationship _____
Contingent Beneficiary _____ SS# _____ Relationship _____

Plan: SUL **Face Amount $** 100,000 ☑ Non-Tobacco ☐ Tobacco ☐ Preferred
Have you used tobacco or nicotine products in the past 12 months? ☐ Yes ☑ No.....or during the past 36 months? ☐ Yes ☑ No
Universal Life (select option): ☑ Option 1 (Face Amount Only) ☐ Option 2 (Face Amount Plus Cash Value)

Riders: ☑ Waiver of Premium
☑ Waiver of Specified Premium $ 600
☑ Waiver of Monthly Deduction
☑ Term 10 or ☐ Term 20 $ 50,000
☑ Additional Insured Rider: ☐ Term 10 ☑ Term 20 $ 50,000
☑ Child Rider (Units): 10 ☑ ADB $ 50,000

Mode: ☐ Bank Draft ☐ Draft 1st Prem on Req. Date ☐ Other Modal Prem $ 900
CWA: ☐ E-Check Immediate 1st Prem ☑ Collected $ 900
Mail Policy To: ☐ Agent ☑ Insured ☐ Owner
Policy Date Request: 10/1/10

Do you have any existing life or disability insurance or annuity contract? ☐ Yes ☐ No Company
Will you replace an existing life or disability insurance policy or an annuity? ☐ Yes ☐ No Policy # Coverage Amount $

Other Proposed Insureds: Name	Rider	Amt.	Sex	Birthdate	St. of Birth	Height	Weight	Relationship
Jane Doe	Term 20	50,000	F	7-10-77	TX	5'2"	130	wife
John Doe Jr.	Child	10 units	m	5-10-00	TX	4'6"	80	son

SECTION A: Answer Questions 1 through 3 for all Proposed Insureds. ***(circle all conditions that apply)***

1. **Within the past 10 years,** has any Proposed Insured taken medication or been treated for, or been diagnosed by a medical professional with:
   a. high blood pressure, heart attack, angina, arrhythmia, stroke, aneursym, or any heart or circulatory disease or disorder? ☐ Yes ☑ No
   b. diabetes, cirrhosis, hepatitis, pancreatitis, Crohn's disease, ulcerative colitis, or any digestive or liver disease or disorder? ☐ Yes ☑ No
   c. asthma, emphysema, chronic obstructive pulmonary disease (COPD), sleep apnea or any respiratory disease or disorder? ☐ Yes ☑ No
   d. cancer in any form, migrane headaches, anemia, seizure, bi-polar disorder, schizophrenia, or mental or nervous disorder? ☐ Yes ☑ No
   e. any disease or disorder of the kidneys, urinary bladder, prostate, breast, reproductive organs, or sexually transmitted disease? ☐ Yes ☑ No
   f. connective tissue disease, systemic lupus (SLE), arthritis, or any disorder of the back, joints, muscles, or nervous system? ☐ Yes ☑ No
   g. any other disease or disorder, injury, surgery, birth defect, or deformity? ☐ Yes ☑ No
   h. Acquired Immunodeficiency Syndrome (AIDS), AIDS Related Complex (ARC), or tested positive for Human Immunodeficiency Virus (HIV)? ☐ Yes ☑ No
2. **Within the past 5 years,** has any Proposed Insured:
   a. been convicted of any misdemeanor or felony charge (including DUI or DWI), had a driver's license suspended or revoked or is currently suspended or revoked, or any motor vehicle violations or is currently on probation or parole? ☐ Yes ☑ No
   b. used illegal drugs, or been recommended by a medical professional or a licensed counselor to discontinue the use of alcohol or drugs or to have treatment or counseling for alcohol or drugs? ☐ Yes ☑ No
   c. participated in motorized racing, hang gliding, rock or mountain climbing, rodeo events, sky diving, or skin or scuba diving? ☐ Yes ☑ No
   d. made or contemplated making any flights as a pilot, student pilot, or crew member of any aircraft? ☐ Yes ☑ No
   e. had application (including a reinstatement application) for life or health insurance declined, rated, modified, or postponed? ☐ Yes ☑ No
3. **Within the past 12 months,** has any Proposed Insured:
   a. consulted a medical professional, had surgery, been hospitalized, or had diagnostic tests such as EKG, Xray, MRI, CAT scan? ☐ Yes ☑ No
   b. had any diagnostic testing, surgery, or hospitalization recommended by a medical professional which has not been completed or for which the results have not been received? ☐ Yes ☑ No

SECTION B: Give details to all "Yes" answers in Section A and list current medications (use COMMENTS section on back for additional space).

Proposed Insured Name, Condition	Dates	Treatment	Name/Address/Phone No. of Physician/Hospital
	/ /		
	/ /		
	/ /		

Form No. PA9883

NOTICE
Printed in compliance with Public Law 91-508

Thank you for considering Pioneer American Insurance Company for your insurance needs. This is to inform you that as part of our procedure for processing your insurance application, an investigative consumer report may be prepared whereby information is obtained through personal interviews with your neighbors, friends, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation and personal characteristics. You have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation.

MIB PRE-NOTICE

Information regarding your insurability will be treated as confidential. Pioneer American Insurance Company, or its reinsurers, may, however, make a brief report thereon to the MIB, Inc., formerly known as Medical Information Bureau, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information about you in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734.

Pioneer American Insurance Company, or its reinsurers, may also release information from its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.

COMMENTS:

AGREEMENT—I agree with Pioneer American Insurance Company (the Company) as follows: (1) To the best of my knowledge and belief, all answers and statements contained in this application are true, complete and correctly recorded; and (2) This application and any policy issued on the basis of such application shall form the entire contract; and (3) No change in this contract shall be effected without my written consent with regard to: (a) the amount of insurance; (b) age at issue; (c) classification of risk; (d) plan of insurance; or (e) benefits. If this application is declined by the Company, I will accept the return of any premium paid. Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application containing a false or deceptive statement may be guilty of insurance fraud.

AUTHORIZATION—In order to properly classify my application for life insurance, I authorize any and all licensed physicians, medical practitioners, hospitals, clinics, medical or medically-related facilities, health plans, pharmacy benefit managers, pharmacies or pharmacy-related facilities; insurance companies and their business associates and those persons or entities providing services to the insurer's business associates which are related in any way to their insurance plans; the Medical Information Bureau or other organization that has knowledge or records of me and my health to give such information to: (a) Pioneer American Insurance Company; and (b) its reinsurers. I understand that any information that is disclosed pursuant to this authorization may be redisclosed and no longer covered by federal rules governing privacy and confidentiality of health information. I understand that I may revoke this authorization in writing at any time, except to the extent that action has been taken in reliance on this authorization or the insurance company exercises a legal right to contest a claim or the policy itself. I may revoke the authorization by sending a written revocation to the Company address of 425 Austin Ave., Waco TX 76701. I understand that if I refuse to sign this authorization to release my complete medical records, my application for insurance with the Company will be rejected.

All said sources, except the Medical Information Bureau, are authorized to give records or knowledge such as statements regarding hobbies, employment, criminal records or medical history that might be required to determine eligibility for insurance to any agency employed by the Company to collect and transmit data. I authorize Pioneer American Insurance Company to disclose any personal data gathered while processing this application. This data may be released to the following: (a) reinsuring companies; (b) the Medical Information Bureau; (c) other persons or groups performing services in connection with this application; or (d) any others to whom it may be lawfully required or authorized. This authorization shall remain valid for two years from this date. A copy of this authorization shall be as valid as the original.

CERTIFICATION—I hereby certify, under penalties of perjury, that (1) the social security number indicated above is my correct taxpayer identification number and (2) that I am not subject to backup withholding under Section 3406 (a) (1) (c) of the Internal Revenue Code. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I acknowledge receiving the Fair Credit Reporting Act Notice and the MIB Pre-Notice. I acknowledge receiving the Accelerated Benefit Endorsement Disclosure Form.

Signed at (City) Waco (State) Texas Date of Application (MM/DD/YY) 08/23/10

John Doe
SIGNATURE OF PROPOSED INSURED

SIGNATURE OF OWNER (IF OTHER THAN PROPOSED INSURED)

Jane Doe
SIGNATURE OF SPOUSE (IF APPLYING FOR COVERAGE)

AGENT ACKNOWLEDGEMENT

I certify that I have personally asked each question on this application to the proposed insured(s), I have truly and completely recorded on the application the information supplied by him/her, and I witnessed their signature. I certify that the Accelerated Benefit Endorsement Disclosure Form has been presented to the applicant.

Are you aware of any existing life insurance or annuity contract on the life of the Proposed Insured, except as noted in this application? ..... ☐ Yes ☑ No

Are you aware of this policy replacing any existing life insurance policies or annuity contracts with this or any other company? ..... ☐ Yes ☑ No

Agent Signature Jim Smith Agent Printed Name Jim Smith No: 505 % 100

Agent Signature _____ Agent Printed Name _____ No: _____ % _____

PREAUTHORIZATION CHECK PLAN - AUTHORIZATION TO HONOR CHARGE DRAWN

Insured _____ Account Holder _____

Financial Institution (name/address) _____

Transit / ABA Number _____ Account Number _____ ☐ Checking ☐ Savings Requested Draft Day (1st-28th) _____

As a convenience to me, I hereby request and authorize you to pay and charge to my account amounts drawn on my account, whether by electronic or paper means, by and payable to the order of Pioneer American Insurance Company, for the purpose of paying premiums on life insurance policy, provided there are sufficient funds in said account to pay the same upon presentation. I agree that your rights with respect to each such charge shall be the same as if it were signed personally by me. This authorization is to remain in effect until revoked by me in writing and until you actually receive such notice. I agree that you shall be fully protected in honoring any such check. I further agree that if any such check be dishonored, whether with or without cause, and whether intentionally or inadvertently, you shall be under no liability whatsoever even though such dishonor results in the forfeiture of insurance.

SIGNATURE (As on Financial Institution Records) _____ DATE _____

Form No. PA9883

PIONEER AMERICAN INSURANCE COMPANY
P.O. BOX 240, WACO, TX 76703-0240

CONDITIONAL RECEIPT

NO COVERAGE WILL BECOME EFFECTIVE PRIOR TO POLICY DELIVERY UNLESS AND UNTIL ALL CONDITIONS OF THIS RECEIPT ARE MET. NO AGENT HAS THE AUTHORITY TO ALTER THE TERMS OR CONDITIONS OF THIS RECEIPT. THIS RECEIPT SHALL BE INVALID AND MAY NOT BE ISSUED WITH RESPECT TO PROPOSED PAYMENT OF THE INITIAL PREMIUM TENDERED BY MEANS OF A POST-DATED CHECK.

ALL PREMIUM CHECKS MUST BE PAYABLE TO THE COMPANY. DO NOT MAKE CHECK PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK.

Received from John Doe the sum of $ 900.00 as first payment on this application for Proposed Insured John Doe Date 08/23/10 Agent Jim Smith

If (1) an amount equal to the first full premium is submitted or a payroll deduction authorization, a government allotment authorization, or a bank draft authorization has been fully implemented in an amount sufficient to pay the first full monthly premium, (2) any check or bank draft authorization given in payment of the initial premium is honored when first presented, (3) all underwriting requirements, including any medical examinations required by the Company's rules, are completed, and (4) the proposed insured is, on the date of application, a risk acceptable for insurance exactly as applied for without modification of plan, premium rate, or amount under the Company's rules and practices, then insurance under the policy applied for shall become effective on the latest of (a) the date of application, (b) the date the payroll deduction authorization or government allotment authorization is submitted for processing, or (c) the requested draft date specified in the bank draft authorization, or (d) the date of the latest medical exam required by the Company. THE TOTAL AMOUNT OF LIFE INSURANCE, INCLUDING ANY AMOUNT IN FORCE OR BEING APPLIED FOR, WHICH MAY BECOME EFFECTIVE PRIOR TO THE DELIVERY OF THE POLICY SHALL IN NO EVENT EXCEED $150,000.00. (INCLUDING LIFE INSURANCE AND ACCIDENTAL DEATH BENEFITS).

If any of the above conditions are not met exactly, the liability of the Company shall be limited to the return of any amount paid.

Pioneer American
Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

TERM INSURANCE BENEFIT RIDER

This Rider is part of the Policy to which it is attached. Except as stated in this Rider, all other Policy provisions apply.

DEFINITIONS

Effective Date for this Rider is shown on the Policy Data Pages. Rider Years, Months and Anniversaries are determined from the Rider Effective Date.

Attained Age of the Insured is their age at the beginning of the Rider year.

GENERAL PROVISIONS

Consideration
We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. When this Rider terminates such premium will no longer be payable.

Term Insurance Benefit
While this Rider is In Force, and upon due proof of the death of the Insured, We will pay the Term Insurance Benefit in the amount of the term insurance that is shown on the Policy Data Pages.

Misstatement of Age or Sex
If the Insured's age or sex is misstated, We will change the Rider benefits to what the Rider premiums would have purchased at the Insured's true age or sex.

Term Insurance Benefit Changes
You may change the Term Insurance Benefit after the first Rider anniversary by Written Request. The change will be effective on the Monthly Anniversary on or next following Our approval.

Any increase in the Term Insurance Benefit is limited to an amount so that the total amount of coverage is not more than three times the Face Amount of the Policy. Such increase will require Our approval and evidence of Insurability satisfactory to Us must be provided. An increase:

1. will increase the Minimum Premium and Monthly Deduction; and
2. will be subject to a new Incontestable and Suicide Exclusion period.

A decrease in the Additional Insured Benefit:

1. will decrease the Minimum Premium and Monthly Deduction;
2. will be limited to one per Rider year;
3. will be applied first to any past increases in the reverse order in which they occurred;
4. may not reduce the Term Insurance Benefit to less than $10,000.

Conversion Provision
You may convert this Rider to a new policy on the life of the Insured prior to the Insured's Attained Age of 65 without evidence of the insurability by Written Request. This conversion option can only be used while the Policy and this Rider are In Force. Conversion will be subject to the following conditions:

1. The face amount of the new policy:
   a) may not exceed the Term Insurance Benefit at the date of conversion; and
   b) may not be less than Our published minimum for the plan selected.
2. The new policy:
   a) may be any non-participating whole life, universal life or endowment plan then being issued by Us;
   b) will have the same class of risk as this Rider;
   c) will provide that the respective periods of its Incontestability and Suicide Exclusion provisions will be measured from the Effective Date of this Rider;
   d) premium rate will be at the Insured's Attained Age on the new policy's Effective Date; and
   e) Effective Date will be the date of conversion.

Incontestability
This Rider will be incontestable after it has been In Force during the Insured's lifetime for two years from its Effective Date, unless the Rider has terminated. The two year Incontestability period also applies to any increase in Term Insurance Benefit from the Effective Date of such increase.

Suicide
If the Insured commits suicide, while sane or insane, within two years from the Effective Date, Our liability will be limited to the return of premiums paid for the Rider.

If the insured commits suicide, while sane or insane, within two years from the Effective Date of an increase in the Term Insurance Benefit, Our liability will be limited to the return of the Monthly Deductions paid for that increase.

Rider Premium
Premiums are shown in the Insurance Schedule on Your Policy Data Pages. Before each Policy Year, We will send to You at Your last known address recorded with Us, written notice of the premium due for the next Policy Year.

Automatic Termination
This Rider will automatically terminate:

1. at the end of the term period as shown on the Policy Data Pages of the Policy; or
2. if the Policy is terminated; or
3. upon conversion as provided in the Conversion Provision set out above.

Cancellation
Upon Your Written Request, this Rider may be cancelled on any Monthly Anniversary.

Reinstatement
Any reinstatement of this Rider is subject to evidence of insurability, satisfactory to Us, of the Insured whose coverage is to be reinstated.

Non-Forfeiture
This Rider has no Non-Forfeiture value. It will not be used in determining any values under the Policy.

Signed for the Company.

Joe W. Dunlap

Secretary

Lenny Leary

President

Pioneer American Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

ADDITIONAL INSURED BENEFIT RIDER

This Rider is part of the Policy to which it is attached. Except as stated in this Rider, all other Policy provisions apply.

DEFINITIONS

Additional Insured is the person named as such in the application for this Rider.

Effective Date for this Rider is shown on the Policy Data Pages. Rider years, months and anniversaries are determined from the Rider Effective Date.

Attained Age of the Additional Insured is their age at the beginning of the Rider year.

GENERAL PROVISIONS

Consideration. We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. When this Rider terminates such premium will no longer be payable.

Additional Insured Benefit. While this Rider is In Force, and upon due proof of the death of the Additional Insured, We will pay the Additional Insured Benefit in the amount of the term insurance that is shown on the Policy Data Pages.

Misstatement of Age or Sex. If the Additional Insured's age or sex is misstated, We will change the Rider benefits to what the Rider premiums would have purchased at the Additional Insured's true age or sex.

Additional Insured Benefit Changes. You may change the Additional Insured Benefit after the first Rider anniversary by Written Request. The change will be effective on the Monthly Anniversary on or next following our approval.

Any increase in the Additional Insured Benefit is limited to an amount so that the total amount of coverage is not more than three times the Face Amount of the Insured's Policy. Such increase will require Our approval and evidence of insurability satisfactory to Us must be provided. An increase:

1. will increase the Minimum Premium and Monthly Deduction; and
2. will be subject to a new Incontestability and Suicide Exclusion periods.

A decrease in the Additional Insured Benefit:

1. will decrease the Minimum Premium and Monthly Deduction:
2. will be limited to one per Rider year;
3. will be applied first to any past increases in the reverse order in which they occurred;
4. may not reduce the Additional Insured Benefit to less than $10,000.

Conversion Provision. You may convert this Rider to a new policy on the life of the Additional Insured prior to the Additional Insured's Attained Age of 65 without evidence of the Additional Insured's insurability by Written Request. This conversion option can only be used while the Policy and this Rider are In Force. Conversion will be subject to the following conditions:

1. The face amount of the new policy:
   a) may not exceed the Additional Insured Benefit at the date of conversion; and
   b) may not be less than our published minimum for the plan selected.
2. The new policy:
   a) may be any non-participating whole life, universal life or endowment plan then being issued by Us;
   b) will have the same class of risk as this Rider;
   c) will provide that the respective periods of its Incontestability and Suicide Exclusion provisions will be measured from the Effective Date of this Rider;
   d) premium rate will be at the Additional Insured's attained Age on the new policy's Effective Date; and
   e) Effective Date will be the date of conversion.

If the Insured dies while this Rider is In Force, the Additional Insured may convert this Rider. We must receive Written notice within 60 days following the Insured's death. All other conversion conditions will apply.

Incontestability. This Rider will be incontestable after it has been in force during the Additional Insured's lifetime for 2 years from its Effective Date, unless the Rider has terminated. The 2-year contestable period also applies to any increase in Additional Insured Benefit from the Effective Date of such increase.

Suicide. If the Additional Insured commits suicide, while sane or insane, within 2 years from the Effective Date of this Rider, Our liability will be limited to the return of premium paid for the Rider.

If the Additional Insured commits suicide, while sane or insane, within two years from the Effective Date of an increase in the Additional Insured Benefit, Our liability will be limited to the return of premium paid for the increase.

Rider Premium. Premiums are shown in the Insurance Schedule on Your Policy Data Pages. Before each Policy Year, We will send to You at Your last known address recorded with Us, written notice of the premium due for the next Policy Year.

Automatic Termination. This Rider will automatically terminate:

1. at the end of the term period as shown on the Policy Data Pages of the Policy; or
2. if the Policy is terminated; or
3. upon conversion as provided in the Conversion Provision set out above; or
4. at the death of the Additional Insured.

Cancellation. Upon Your Written request, this Rider may be cancelled on any Monthly Anniversary.

Reinstatement. Any reinstatement of this Rider is subject to evidence of insurability, satisfactory to Us, of the Additional Insured whose coverage is to be reinstated.

Non-Forfeiture. This Rider has no Non-Forfeiture value. It will not be used in determining any values under the Policy.

Signed for the Company.

Joe W. Dunlap

Secretary

Lenny Peary

President

Pioneer American Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

CHILDREN'S INSURED BENEFIT RIDER

This Rider is part of the Policy to which it is attached. Except as stated in this Rider, all other Policy provisions apply.

DEFINITIONS

Attained Age of the Insured Child is their age at the beginning of the Rider year.

Insured Child is a child of the Insured, a child of the Insured's spouse, or a child legally adopted by the Insured whose name is on the application and has been accepted by Us, or after this Policy has been issued, was subsequently born to or legally adopted by the Insured. An Insured Child must be at least 15 days old and less than 25 years of age.

Rider Effective Date is shown on the Policy Data Pages. Rider Years, Months and Anniversaries are determined from the Rider Effective Date.

GENERAL PROVISIONS

Consideration
We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. The premium for this Rider is shown on the Policy Data Pages and is payable as provided in the Policy. When this Rider terminates such premium will no longer be payable.

Children's Insured Benefit
While this Rider is In Force and upon due proof of the death of an Insured Child, this benefit will be paid in the amount of $1,000 for each unit purchased under this Rider on the life of the deceased Insured Child. The number of units for each Insured Child is shown on the Policy Data Pages.

Paid-up Term Insurance in Event of Insured's Death
If the Insured dies while this Rider is In Force, the term insurance on the life of each Insured Child will automatically become paid-up. A term insurance certificate will be issued on the life of each Insured Child that will terminate when each child reaches age 25.

Conversion Provision
You may convert the term insurance on each Insured Child by Written Request. A new Policy will be issued without proof of insurability on each such Insured Child, provided that:

1. the Policy and the Rider are In Force; and
2. the request for conversion is made within the 31 days prior to the date that such Insured Child's coverage is due to expire and during such Insured Child's lifetime.

Conversion will be subject to the following conditions:

1. The Face Amount of the new Policy:
   a) may not exceed five times the Children's Insured Benefit or $50,000, whichever is less; and
   b) may not be less than Our published minimum for the plan selected.
2. The new Policy:
   a) may be any non-participating whole life, universal life or endowment plan then being issued by Us;
   b) will have the same class of risk as this Rider;
   c) will provide that the respective periods of its Incontestability and Suicide Exclusion provisions will be measured from the Rider Effective Date;
   d) premium rate will be at the Insured Child's attained Age on the new Policy's Effective Date; and
   e) Effective Date will be the date of conversion.

Misstatement of Age. If the date of birth of an Insured Child has been misstated, any amount payable will be determined according to the correct date of birth of that Insured Child.

Incontestability
This Rider will be incontestable as to any Insured Child after it has been In Force for two years during the lifetime of the Insured Child from the Rider Effective Date, unless the Rider has terminated.

Suicide
If an Insured Child commits suicide, while sane or insane, within two years from the Effective Date of this Rider, Our liability will be limited to the return of premium paid for the Rider if no Insured Child remains living.

If an Insured Child commits suicide, while sane or insane, within two years from the Effective Date of an increase in the Children's Insured Benefit, Our liability will be limited to the return of premium paid for the increase if no Insured Child remains living.

Automatic Termination
This Rider will automatically terminate:

1. at the death of the Insured, subject to the provisions for Paid-Up Term Insurance;
2. if the Policy has been terminated; or
3. when there are no more Insured Children.

Cancellation
Upon Your Written Request, this Rider may be canceled on any premium due date.

Reinstatement
Any reinstatement of this Rider will be subject to evidence of insurability, satisfactory to Us, of each Insured Child whose coverage is to be reinstated.

Non-Forfeiture
This Rider has no Non-Forfeiture value. It will not be used in determining any values under the Policy.

Signed for the Company.

Joe W. Dunlap

Secretary

Lenny Peary

President

Pioneer American
Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

ACCELERATED BENEFIT ENDORSEMENT

This Endorsement is part of the Policy to which it is attached. Except as stated in this Endorsement, all other Policy provisions apply.

NOTICE

Death Benefit, Face Amount and Policy Value will be reduced upon payment of an Accelerated Benefit. The Accelerated Benefits offered under this Policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as Your life expectancy at the time benefits are accelerated or whether You use the benefits to pay for necessary long-term care expenses, such as nursing home care. If the acceleration of benefits qualifies for favorable tax treatment, the benefits will be excluded from Your income and not subject to federal taxation. However, Accelerated Benefit payments may be taxable by Your state. Tax laws relating to Accelerated Benefits are complex. You should consult a qualified tax advisor for specific information. Receipt of an Accelerated Benefit payment may adversely affect Your, Your spouse's or Your family's eligibility for medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplemental Social Security Income (SSI), and drug assistance or other public assistance programs. You should consult with a qualified advisor and with social services agencies regarding how receipt of such payment may affect eligibility for such persons.

DEFINITIONS

Accelerated Benefit. A benefit that may be requested by the Policyowner if the Insured becomes terminally ill.

Terminal Illness. A disease or illness that is expected to result in the Insured's death within twelve months. We will require satisfactory proof that the Insured is terminally ill including, but not limited to, a physician's statement.

ACCELERATED BENEFIT PROVISIONS

Maximum Accelerated Benefit. If the Insured is diagnosed as being terminally ill, You may request an acceleration of the Death Benefit. The sum of all Accelerated Benefit payments may not exceed $100,000 or 75% of the Death Benefit then payable, whichever is less. The remaining Death Benefit can be no less than $10,000. Any outstanding Policy Loans with any interest due thereon will be deducted from the Accelerated Benefit before it is paid.

Exclusions. No Accelerated Benefit will be paid under this Endorsement if the Terminal Illness:

1. is caused or contributed to, directly or indirectly by an injury or sickness that is intentionally self-inflicted, while sane or insane; or
2. results from participation in insurrection, war or a criminal act; or
3. began before the Policy Effective Date.

Accelerated Benefit Conditions. Accelerated Benefits are subject to the following conditions:

1. We reserve the right to require written consent from any Irrevocable Beneficiary and any assignee prior to the payment of any Accelerated Benefit.
2. We reserve the right to require an independent medical examination, at Our expense, by a physician of Our choice to verify the Insured's Terminal Illness. If the opinion of the Insured's physician and Our physician differ, a mutually acceptable physician will be chosen to determine the status of the Insured's condition at Our expense.

Adjustments. Following the payment of an Accelerated Benefit, the following adjustments will take place:

1. The Death Benefit will be reduced by the amount of the Accelerated Benefit, and
2. The Face Amount and Policy Value will be reduced in the same proportion as the Death Benefit. Upon the death of the Insured, the Death Benefit payable will also be reduced by the accrued interest on the payment of the Accelerated Benefit. The interest rate used to calculate the accrued interest shall not be greater than the greater of:
   a. The current yield on ninety-day treasury bills; or
   b. The current maximum statutory adjustable policy loan interest rate; or
   c. The interest rate charged on standard policy loans.

The remaining Death Benefit will be paid upon the Insured's death. A statement of these adjusted values will be sent to You before the payment of any Accelerated Benefit.

Non-Forfeiture. This Endorsement has no Non-Forfeiture value.

Signed for the Company.

Joe W. Dunlap

Secretary

President

Pioneer American Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / 254-297-2776

ACCELERATED BENEFIT DISCLOSURE

This is a summary of the benefits and requirements of the Accelerated Benefit Endorsement to be attached to and made a part of your policy. Please refer to the Endorsement for full details.

NOTICE

Death benefit, face amount and policy value will be reduced upon payment of an accelerated benefit. The accelerated benefits offered under this policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as your life expectancy at the time benefits are accelerated or whether you use the benefits to pay for necessary long-term care expenses, such as nursing home care. If the acceleration of benefits qualifies for favorable tax treatment, the benefits will be excluded from your income and not subject to federal taxation. However, accelerated benefit payments may be taxable by your state. Tax laws relating to accelerated benefits are complex. You should consult a qualified tax advisor for specific information. Receipt of an accelerated benefit payment may adversely affect your, your spouse's or your family's eligibility for medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplemental Social Security Income (SSI), and drug assistance or other public assistance programs. You should consult with a qualified advisor and with social services agencies regarding how receipt of such payment may affect eligibility for such persons.

SUMMARY OF ACCELERATED BENEFIT PROVISIONS

- If the insured is diagnosed as being terminally ill, (having a disease or illness that is expected to result in the insured's death within twelve months), the owner of the policy may request an acceleration of the death benefit.

- No accelerated benefit will be paid if the terminal illness is caused or contributed to, directly or indirectly, by an injury or sickness that is intentionally self-inflicted, while sane or insane, results from participation in insurrection, war or a criminal act or began before the policy effective date.

- We reserve the right to require an independent medical examination, at our expense, by a physician of our choice to verify the Insured's terminal illness. If the opinion of the insured's physician and our physician differs, a mutually acceptable physician will be chosen to determine the insured's condition.

- The sum of all accelerated benefit payments paid may not exceed $100,000 or 75% of the death benefit then payable, whichever is less. The remaining death benefit can be no less than $10,000.

- The sum of any policy loans and interest due will be deducted from the accelerated benefit before it is paid.

- After an accelerated benefit is paid, the remaining death benefit will be reduced by the amount of the accelerated benefit, and the face amount and policy value will be reduced in the same proportion as the death benefit. Upon the death of the Insured, the Death Benefit payable will also be reduced by the accrued interest on the payment of the Accelerated Benefit.

- A statement of the adjusted values will be sent to the owner of the policy before the payment of any accelerated benefit.

Pioneer American
Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

WAIVER OF SPECIFIED PREMIUM BENEFIT RIDER

This Rider is part of the Policy to which it is attached. Except as stated in this Rider, all other Policy provisions apply.

DEFINITIONS

Rider Effective Date is shown on the Policy Data Pages. Rider Years, Months and Anniversaries are determined from the Rider Effective Date.

Specified Premium is the amount of premium specified by You as shown on the Policy Data Pages.

Total Disability is a total and continuous inability to perform every duty of any occupation for which the Insured is reasonably suited by reason of education, training or experience, caused by an injury or sickness for which the Insured requires the regular care and personal attendance of a licensed physician.

GENERAL PROVISIONS

Consideration
We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. The premium for this Rider is shown on the Policy Data Pages and is payable as provided in the Policy. When this Rider terminates such premium will no longer be payable.

Incontestability. This Rider will be incontestable, except for nonpayment of premiums, after it has been in force without the occurrence of Total Disability of the Insured for a period of two years from this Rider's Issue Date or from the date of the latest Reinstatement.

Waiver of Specified Premium Benefit
While this Rider is In Force, after four months of continuous Total Disability and upon due proof of Total Disability, the premium specified on the Policy Data Pages will be waived a) retroactively and refunded from the date of Total Disability, and b) until the Cessation of Benefits, provided that:

1. Total Disability occurred before the Insured's 60th birthday; and
2. written notice and proof of Total Disability has been received by the Company within 12 months after the date the Insured has a Total Disability; otherwise, the period for which premiums are waived retroactively will not exceed 12 months; and
3. if the Total Disability begins during the Grace Period, the Specified Premium falling due immediately before such Total Disability begins will also be waived.

The Specified Premium amount will be credited to the Policy Value and will have the same effect on the Policy Value as if it had been paid to Us. You may continue to pay additional premiums while a benefit is being paid under the terms of this Rider.

Exclusions
No premiums will be waived under this Rider if Total Disability:

1. is caused or contributed to, directly or indirectly by an injury or sickness that is intentionally self-inflicted while sane or insane; or
2. results from participation in insurrection, war or a criminal act; or
3. began before the Rider Effective Date.

Proof of Disability
Sufficient proof of Total Disability must be given to Us during the lifetime of the Insured and the continuance of such disability. We may waive this requirement if it can be shown that proof was given when reasonably possible. At any later time We may require at reasonable intervals, proof satisfactory to Us of the continuance of such disability. At Our option, proof may include an examination of the Insured by a licensed physician designated by Us at Our expense. We will not require proof more than once each year after such disability has continued for two full years.

Recurrence of Total Disability
A recurrence of Total Disability within six months after the termination of a previous period of Total Disability will be deemed a continuation of the previous Total Disability if it is due to the same or related causes. The Company must receive written notice and proof satisfactory to the Company of the recurrence within twelve months after its recurrence.

If such disability ceases for more than six months, and the Insured files a subsequent claim for Total Disability, the later claim(s) will be considered entirely separate from any earlier claim(s).

Cessation of Benefits. Any benefit paid under this waiver will cease on the earliest of:

1. the date the Insured no longer has a Total Disability; or
2. the date the Insured fails to provide proof satisfactory to the Company of the continuance of Total Disability, within the time prescribed by the Company; or
3. the date the Insured fails to submit to any medical examination arranged by the Company.

Automatic Termination. This Rider will automatically terminate when:

1. the Policy terminates, or;
2. on the date of the Insured's 60th birthday.

Cancellation. Upon Your Written Request, this Rider may be canceled on any premium due date.

Reinstatement. Any Reinstatement of this Rider will be subject to evidence of insurability, satisfactory to Us, of coverage to be reinstated.

Non-Forfeiture. This Rider has no Non-Forfeiture value. It will not be used in determining any values under the Policy.

Signed for the Company.

Joe W. Dunlap

Secretary

Lenny Reany

President

Pioneer American
Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

WAIVER OF MONTHLY DEDUCTION BENEFIT RIDER

This Rider is part of the Policy to which it is attached. Except as stated in this Rider, all other Policy provisions apply.

DEFINITIONS

Rider Effective Date is shown on the Policy Data Pages. Rider Years, Months and Anniversaries are determined from the Rider Effective Date.

Total Disability is a total and continuous inability to perform every duty of any occupation for which the Insured is reasonably suited by reason of education, training or experience, caused by an injury or sickness for which the Insured requires the regular care and personal attendance of a licensed physician.

GENERAL PROVISIONS

Consideration

We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. The initial monthly premium for this Rider is shown on the Policy Data Pages and is payable as provided in the Policy. The premium will vary based upon the Monthly Deduction. When this Rider terminates such premium will no longer be payable.

Waiver of Monthly Deduction Benefit

While this Rider is In Force, after four months of continuous Total Disability and upon due proof of Total Disability, the Monthly Deduction will be waived a) retroactively and refunded from the date of Total Disability, and b) until the Cessation of Benefits, provided that:

1. Total Disability has occurred before the Insured's 60th birthday; and
2. written notice and proof of Total Disability has been received by the Company within 12 months after the date the Insured has a Total Disability; otherwise, the period for which premiums are waived retroactively will not exceed 12 months.
3. if the Total Disability begins during the Grace Period, the Monthly Deduction falling due immediately before such Total Disability begins will also be waived.

You may continue to pay additional premiums while a benefit is being paid under the terms of this Rider.

Recurrence of Total Disability

A recurrence of Total Disability within six months after the termination of a previous period of Total Disability will be deemed a continuation of the previous Total Disability if it is due to the same or related causes. The Company must receive written notice and proof satisfactory to the Company of the recurrence within twelve months after its reoccurrence.

If such Total Disability has ceased, and the Insured later files a claim for Total Disability, the later claim(s) will be considered entirely separate from any earlier claim(s).

Cessation of Benefits

Any benefits being paid under this waiver will cease on the earliest of:

1. the date the Insured no longer has a Total Disability; or
2. the date the Insured fails to provide proof satisfactory to the Company of the continuance of Total Disability, within the time prescribed by the Company; or
3. the date the Insured fails to submit to any medical examination arranged by the Company.

Automatic Termination

This Rider will automatically terminate when:

1. the Policy terminates; or
2. on the date of the Insured's 60th birthday.

Proof of Disability
Sufficient proof of Total Disability must be given to Us during the lifetime of the Insured and the continuance of such disability. We may waive this requirement if it can be shown that proof was given when reasonably possible. At any later time, We may require, at reasonable intervals, proof satisfactory to Us of the continuance of such disability. At Our option, proof may include an examination of the Insured by a licensed physician designated by Us at Our expense. We will not require proof more than once each year after such disability has continued for two full years.

Exclusions
The Monthly Deduction will not be waived under this Rider if Total Disability:

1. is caused or contributed to, directly or indirectly, by an injury or sickness that is intentionally self-inflicted while sane or insane; or
2. results from participation in insurrection, war or a criminal act; or
3. began before the Rider Effective Date.

Incontestability
This Rider will be incontestable, except for nonpayment of premiums, after it has been In Force without the occurrence of Total Disability of the Insured for a period of two years from this Rider's Effective Date or from the date of the latest reinstatement.

Cancellation
Upon Your Written Request, this Rider may be canceled on any premium due date.

Reinstatement
Any reinstatement of this Rider will be subject to evidence of insurability, satisfactory to Us, for coverage to be reinstated.

Non-Forfeiture
This Rider has no non-forfeiture value. It will not be used in determining any values under the Policy.

Signed for the Company.

Joe W. Dunlap

Secretary

Lenny Reany

President

Pioneer American Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

ACCIDENTAL DEATH BENEFIT RIDER

This Rider is part of the Policy to which it is attached. Except as stated in this Rider, all other Policy provisions apply.

DEFINITIONS

Accidental Death is the death of the Insured occurring within 365 days of an Accident. Such Accident must occur while this Rider is In Force. The death must be as a result of the Accident directly and independent of any other causes. Death cannot be caused or contributed to by, either directly or indirectly, any physical or mental illness or disease or treatment for the illness or disease.

Accident. An Accident is defined as an unforeseen and unintended event that is not the result of any fault or misconduct on part of the Insured.

Rider Effective Date is shown on the Policy Data Pages. Rider years, months and anniversaries are determined from the Rider Effective Date.

GENERAL PROVISIONS

Consideration. We have issued this Rider in consideration of the application for this Rider and payment of the premium(s) submitted by You. The premium for this Rider is shown on the Policy Data Pages and is payable as provided in the Policy. When this Rider terminates, such premium will no longer be payable.

Accidental Death Benefit. While this Rider is In Force, and upon due proof that the Insured died from an Accidental Death, We will pay the Accidental Death Benefit. The amount of the Accidental Death Benefit is shown on the Policy Data Pages.

Exclusions from Coverage. We will have the right to examine the body of the Insured and to perform an autopsy, at Our expense, unless prohibited by law. No amount will be payable under this Rider if the Insured's death results from:

1. any poison, gas, fumes, drug, or sedative that was voluntarily taken, injected, or inhaled by the Insured (other than as a result of an occupational accident, or unless administered by or taken on the advice of a duly licensed physician);
2. bodily infirmity, infection, or disease, except those conditions which are caused or sustained through an Accident;
3. the Insured committing, or attempting to commit, an assault or a felony;
4. service, travel, or flight in any kind of aircraft except as a passenger;
5. duties or purpose in any way connected with descent from an aircraft in flight; or
6. participation in insurrection or war.

Incontestability. This Rider will be incontestable after it has been In Force for 2 years during the lifetime of the Insured from the Rider Effective Date, unless the Rider has terminated.

Automatic Termination. This Rider automatically terminates:

1. at the Policy Anniversary nearest the Insured's 65th birthday;
2. if the Policy has been terminated.

Cancellation. Upon Your Written Request, this Rider may be cancelled on any premium due date relating to this Rider as set out on the Policy Data Pages.

Reinstatement. Any reinstatement of this Rider will be subject to evidence of insurability, satisfactory to Us.

Non-Forfeiture. This Rider has no Non-Forfeiture value. It will not be used in determining any values under the Policy.

Signed for the Company.

Joe W. Dunlap
Secretary

Lenny Leary
President

Pioneer American Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

WAIVER OF SURRENDER CHARGE ENDORSEMENT

This Endorsement is part of the Policy to which it is attached. Except as stated in this Endorsement, all other Policy provisions apply.

DEFINITIONS

A Nursing Home:

1. Is an institution licensed and operated pursuant to law; and
2. Is primarily engaged in providing, in addition to room and board accommodations, skilled nursing care under the supervision of a duly licensed physician; and
3. provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (RN); and
4. maintains a daily medical record on each patient.

A Nursing Home is not:

1. any home, facility or part thereof used primarily for rest; or
2. a home or facility primarily for the aged or for the care of drug addicts or alcoholics; or
3. a home or facility primarily used for the care and treatment of tuberculosis, mental diseases or disorders, or custodial or education care.

Surrender Charge Waiver is the waiver of the Surrender Charge, if any, applicable to a Partial Withdrawal taken under the Policy to which this Endorsement is attached.

PROVISIONS

Conditions of Waiver
After the first Policy Year, if the Insured is currently residing in a Nursing Home as recommended by a licensed physician, and has been for the preceding 60 consecutive days, You may request a Partial Withdrawal pursuant to the Policy with a Surrender Charge Waiver. We may require written documentation that the Insured resides in a Nursing Home.

Limitations of Waiver
Only one Surrender Charge Waiver may be taken per Policy Year. The Surrender Charge Waiver will only apply to the first 25% of the Policy Value withdrawn under the Partial Withdrawal provision of the Policy. Any Partial Withdrawal taken above 25% of the Policy Value will be subject to a Surrender Charge under the terms of the Policy.

Exclusions
No Surrender Charge Waiver will be available under this Endorsement if the confinement to a Nursing Home:

1. is caused or contributed to, directly or indirectly, by an injury or sickness that is intentionally self-inflicted, while sane or insane; or
2. results from participation in insurrection, war or a criminal act; or
3. began before the Policy Effective Date.

Non-Forfeiture
This Endorsement has no Non-Forfeiture value.

Signed for the Company.

Joe W. Dunlap
Secretary

Lenny Reany
President

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachment:

AR PA10-9881 Readability Certification.pdf

Item Status: **Status Date:**

Satisfied - Item: Cover Letter

Comments:

Cover Letter attached.

Attachment:

AR PA10-9881 Cover Letter.pdf

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachment:

PA Statement of Variability.pdf

Item Status: **Status Date:**

Satisfied - Item: Consent to Submit Rates

Comments:

Attachment:

AR PA10-9881 Consent to Submit Forms.pdf

Item Status: **Status Date:**

SERFF Tracking Number:	*AAMC-126798507*	*State:*	*Arkansas*
Filing Company:	*Pioneer American Insurance Company*	*State Tracking Number:*	*46951*
Company Tracking Number:			
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*Flexible Premium Universal Life Insurance - 10-9881*		
Project Name/Number:	*/*		

Satisfied - Item: Statement of Compliance

Comments:

Attachment:

AR PA10-9881 Statement of Compliance.pdf

ARKANSAS

PIONEER AMERICAN INSURANCE COMPANY

CERTIFICATION

This is to certify that the forms listed below have achieved Flesch Reading Ease Scores that comply with the requirements of Arkansas Statue 23-80-201 through 23-80-208, cited as the Life and Disability Insurance Policy Simplification Act.

Form Number	Flesch Test Score
PA10-9881	50.2
PA9883	55.0
PA9884	48.0
PA9885	43.7
PA9886	54.3
PA9887	43.8
PA9890	47.2
PA9891	47.7
PA9892	49.9
PA9893	41.7

Clara Keel

Signature

Clara Keel, FLMI
Product Filing Manager & Assistant Secretary

October 1, 2010

Pioneer American Insurance Company
P.O. Box 240 • Waco, Texas 76703-0240 • 254-297-2776

October 1, 2010

NAIC No. 67873

Mr. Joe Musgrove
Policy and Other Form Filings
State of Arkansas
Department of Insurance
1200 West Third Street
Little Rock, Arkansas 72201-1904
Attention: Compliance - Life and Health

Re: Form No. PA10-9881, Flexible Premium Universal Life Insurance Policy
Form No. PA9883, Life Insurance Application
Form No. PA9884, Term Insurance Benefit Rider
Form No. PA9885, Additional Insured Benefit Rider
Form No. PA9886, Children's Insured Benefit Rider
Form No. PA9887, Accelerated Benefit Endorsement
Form No. PA9888, Accelerated Benefit Endorsement Disclosure
Form No. PA9890, Waiver of Specified Premium Benefit Rider
Form No. PA9891, Waiver of Monthly Deduction Benefit Rider
Form No. PA9892, Accidental Death Benefit Rider
Form No. PA9893, Waiver of Surrender Charge Endorsement

Dear Mr. Musgrove:

The above referenced forms are being submitted for your consideration and approval. These forms are new and will not replace any forms previously approved by your department.

Form No. PA10-9881 is a nonparticipating fully underwritten Flexible Premium Universal Life Insurance Policy that will mature at the insured's attained age 120. The issue ages are 0-80 for non-tobacco and 18-80 for tobacco. The policy provides an initial no-lapse guarantee based on a specified premium requirement. The initial no-lapse guarantee period is 20 years, unless the issue age of the policyholder is 71 through 80. For ages 71 through 80 the guarantee period will decrease by one each year respectively. The product offers two death benefit options, a level death benefit or an increasing death benefit. There is a surrender charge applied to the accumulation value during the first 15 policy years. There is an interest rate bonus after the fourth policy anniversary up to 2.25% on amounts accumulated. The flesch readability score is 50.2. A copy of the Actuarial Memorandum is attached.

Form No. PA9883, Life Insurance Application, is the application that will be used with this product. The flesch readability score is 55.

Form No. PA9884, Term Insurance Benefit Rider, provides level term insurance on the life of the primary insured for a selected period of 10 or 20 years. Issue ages are 0-60 for the 10 year plan and 0-50 for the 20 year plan. The flesch readability score is 48.

Form No. PA9885, Additional Insured Benefit Rider, provides level term insurance on the life of the other insured for a selected period of 10 or 20 years. Issue ages are 0-60 for the 10 year plan and 0-50 for the 20 year plan. The flesch readability score is 43.7.

Form No. PA9886, Children's Insured Benefit Rider, provides level term insurance on the lives of each dependent child up to age 25. Issue ages are 15 days to 18 years of age. The flesch readability score is 54.3.

Form No. PA9887, Accelerated Benefit Endorsement, allows 75% of the death benefit or $100,000, whichever is less, to be paid in advance if the insured is diagnosed as being terminally ill. The Endorsement will be attached to this product, at no additional cost. The flesch readability score is 43.8.

Form No. PA9890, Waiver of Specified Premium Benefit Rider, provides for the waiver of a selected premium during total disability of the insured. Issue ages are 18-55. The flesch readability score is 47.2

Form No. PA9891, Waiver of Monthly Deduction Benefit Rider, provides for the waiver of the monthly deduction for this product during total disability of the insured. Issue ages are 18-55. The flesch readability score is 47.7.

Form No. PA9892, Accidental Death Benefit Rider, provides an additional benefit if the insured dies from an accident. Issue ages are 0-60. The flesch readability score is 49.9.

Form No. PA9893, Waiver of Surrender Charge Endorsement. After the first policy year, this benefit waives the surrender charge applicable to a partial withdrawal if the insured is residing in a nursing home as recommended by a licensed physician. This Endorsement will be attached to this product at no additional cost. The flesch readability score is 41.7.

The above referenced submission meets the provisions of Arkansas Rule and Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance) as well as all applicable requirements of the department. The Company is providing, at time of delivery of the policy, the Arkansas Life and Disability Insurance Guaranty Association disclaimer document as provided in Rule and Regulation 49 (Appendix A).

If I may be of assistance in your review, please contact me at 1-800-736-7311, extension 3216 or ckeel@aatx.com.

Sincerely,

Clara Keel, FLMI
Product Filing Manager & Assistant Secretary

CJK:tad
Enc.

STATEMENT OF VARIABILITY

FORM NO. PA10-9881

The following is a list of the variable items in Form No. PA10-9881, Flexible Premium Universal Life policy form, except for those items that are policyholder specific.

Declared Interest Rate	[3 - 100] %
Monthly Administrative Fee	$ [$0 to $7 per policy, plus 0 to .04 per $1,000 of face amount]
Percent of Premium Charge	[0 - 2] %
No-Lapse Guarantee Period	[10 - 20] Years
Partial Withdrawal administrative fee This fee may be adjusted over time for inflation	$ [25 - 50]
A decrease in the Face Amount This amount may be adjusted over time for inflation	$ [5,000 - 10,000]
Illustration fee This fee may be adjusted over time for inflation	$ [25 - 50]
Policy Value required for settlement in payments This amount may be adjusted over time for inflation	$ [1,000 - 2,000]
Settlement Option minimum payment This amount may be adjusted over time for inflation	$ [25 - 50]
Settlement Option guaranteed interest rate per annum This rate may be adjusted over time for inflation	[2½ - 3] %
Interest Income minimum Payment This amount may be adjusted over time according to the nonforfeiture law for annuities	$ [100 – 200]
Settlement Option by installment minimum percentage of Proceeds This percentage may be adjusted over time for inflation	[5 - 10] %
Policy Loan Interest Rate (per annum) This percentage may change to reflect current market conditions	[1 - 8] %

ARKANSAS

EXHIBIT A (REVISED)
CONSENT TO SUBMIT RATES
AND/OR COST BASES FOR APPROVAL

The Pioneer American Insurance Company

of Waco, Texas does hereby consent and agree

B) that all premium rates and/or cost bases both "maximum" and "current or projected", used in relation to policy form number PA10-9881 must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Pioneer American Insurance Company

BY Clara Keel

Clara Keel, FLMI
Product Filing Manager & Assistant Secretary

October 1, 2010

ARKANSAS

PIONEER AMERICAN INSURANCE COMPANY

STATEMENT OF COMPLIANCE

I hereby certify that I have reviewed Arkansas Regulation 34, Universal Life Insurance, in connection with the filing of Policy Form No. PA10-9881. To the best of my knowledge and belief, I certify that the Policy is in compliance with the rules adopted by the Arkansas Department of Insurance.

Clara Keel

Signature

Clara Keel, FLMI
Product Filing Manager & Assistant Secretary

October 1, 2010