

SERFF Tracking Number: FRCS-126980406 State: Arkansas
Filing Company: AAA Life Insurance Company State Tracking Number: 47890
Company Tracking Number: 5470
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Universal Life
Project Name/Number: AAA/82/82

Filing at a Glance

Company: AAA Life Insurance Company

Product Name: Universal Life

TOI: L09I Individual Life - Flexible Premium
Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Tr Num: FRCS-126980406 State: Arkansas

SERFF Status: Closed-Approved- State Tr Num: 47890
Closed

Co Tr Num: 5470

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Kevin Wiggs, Sheila
Lawrence

Disposition Date: 02/15/2011

Date Submitted: 02/03/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: AAA/82

Project Number: 82

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: AAA Life's
domiciliary state of Michigan is a member of the
IIPRC, and filing will be made via the Compact
at a later date.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 02/15/2011

State Status Changed: 02/15/2011

Deemer Date:

Submitted By: Kevin Wiggs

Created By: Kevin Wiggs

Corresponding Filing Tracking Number: FRCS-
127017493

Filing Description:

We are submitting the enclosed forms on behalf of AAA Life Insurance Company ("AAA Life" or "Company") for your review and approval.

Our fee of \$250 has been sent by EFT on this same date.

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The Company offers their assurances that the Complaint Notice required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

These forms are being submitted in final printed format, and AAA Life reserves the right to change fonts, layouts, or company logo/address. However, AAA Life certifies that the font size will never be less than the minimum 10-point as required by your state. Once approved, these forms will be marketed on a general basis through both AAA Life's Automobile Association Clubs and independent agents. No part of this filing contains any unusual or possibly controversial items from normal Company or industry standards.

1. Form UL-3601AR is a Flexible Premium Adjustable Life Insurance Policy, commonly referred to as universal life insurance. This policy features a 10-year no-lapse guarantee. The form has achieved a Flesch readability score of 56.3.

This Policy form will be issued on a sex-distinct and smoker-distinct basis. However the Company confirms that the policy form will not be marketed or issued to any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

These forms will be issued to individuals from age 0 to age 85, with issue ages 0-14 issued as Standard Non-Nicotine. There is no maturity date for either form. We are also attaching two additional Schedule of Benefits and Premium pages completed in "John Doe" format, for each Policy form, that reflect costs for an individual who is Table Rated, and one with a rated Flat Extra premium structure.

2. Form UL-3607CTR is AAA Life's optional Child Term Rider, which is available purchase with for both of the above listed UL Life Insurance Policy forms. This rider covers an Insured's eligible child or children as defined in the rider. This rider allows conversion of up to 5 times the amount of coverage under the rider. This rider has achieved a Flesch readability score of 50.2.

Upon approval, Form UL-3601AR will be issued with forms previously approved by your state as follows:

Form # - SERFF / State Tracking # - Approval Date

UL-3502XDB (plus supporting documents

UL-3510XDBS-Summary & Disclosure Statement; & UL-3511XDBN-Payment Notice) - AAAL-125659436 - 06/12/2008

UL-3503WMD - Waiver of Monthly Deductions Rider - AAAL-125659436 - 06/12/2008

UL-3504PIR - Primary Insured Yearly Renewable Term Rider ^ - AAAL-125659436 - 06/12/2008

UL-3505AIR - Additional Insured Yearly Renewable Term Rider^ - AAAL-125659436 - 06/12/2008

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UL-3506ADB - Accidental Death Benefit Rider (also approved for use with UL-4501) - AAAL-125659436 - 06/12/2008
UL-3508GPO-Guaranteed Purchase Option Rider - AAAL-125659436 - 06/12/2008

^Also note: We are including Actuarial Memoranda with revised Cost of Insurance information for the Primary Insured and the Additional Insured Yearly Renewable Term Riders shown above, in support of the Company's revised definition of Age.

3. Form LF-8124AEr is an Aviation Exclusion Endorsement. This will be offered, if applicable, during the underwriting process to individuals to attach it to their Life Insurance Policy, in order to receive a more favorable Rate Class. There is no additional Premium for this endorsement. Upon approval, AAA Life also intends to use this endorsement with its Individual Term Life Insurance product.

4. Form LF-1210LMB is a Lifetime Membership Benefit Endorsement, which provides a Basic Lifetime membership in the American Automobile Association (AAA) to the insured's surviving spouse, as defined in the Endorsement. There is no additional premium for this endorsement. Upon approval, this endorsement will be attached to all Universal Life and Individual Term Life policy forms approved in your state, regardless of whether or not the Insured is a member of AAA Life. This endorsement has achieved a Flesch readability score of 50.4.

The endorsements in this filing will also be used with Individual Flexible Premium Adjustable Life Insurance Policy, form UL-4601AR, submitted this same date under separate cover (SERFF tracking number FRCS-127017493).

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

Included are Actuarial Memoranda and Rate information for each new form, as well as Actuarial Memos reflecting the revised Cost of Insurance Information for the Primary Insured Yearly Renewable Term and the Additional Insured Yearly Renewable Term Riders, as mentioned above.

Also attached are any required certifications for this filing.

AAA Life's domiciliary state of Michigan is a member of the IIPRC, and filing will be made via the Interstate Compact Commission.

The applications for these forms are being submitted under a separate SERFF Filing (tracking number FRCS-126987253).

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 Product Name: Universal Life
 Project Name/Number: AAA/82/82

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Company and Contact

Filing Contact Information

Kevin Wiggs, Compliance Specialist kevin.wiggs@firstconsulting.com
 1020 Central 800-927-2730 [Phone] 2736 [Ext]
 Suite 201 816-391-2755 [FAX]
 Kansas City, MO 64105

Filing Company Information

(This filing was made by a third party - FC01)

AAA Life Insurance Company	CoCode: 71854	State of Domicile: Michigan
17250 Newburgh Road	Group Code:	Company Type:
Livonia, MI 48152	Group Name:	State ID Number:
(734) 805-2958 ext. [Phone]	FEIN Number: 52-0891929	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$250.00
Retaliatory?	No
Fee Explanation:	AR fee of \$50 per form (4) and \$50 for rates = \$250.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AAA Life Insurance Company	\$250.00	02/03/2011	44376210

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	02/15/2011	02/15/2011

SERFF Tracking Number: FRCS-126980406 State: Arkansas
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 Project Name/Number: AAA/82/82

Disposition

Disposition Date: 02/15/2011

Implementation Date:

Status: Approved-Closed

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
AAA Life Insurance Company	%	%	\$		\$	%	%
	Percent Change Approved:						
	Minimum:	%	Maximum:	%	Weighted Average:		%

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Health - Actuarial Justification	No	No
Supporting Document	Outline of Coverage	No	No
Supporting Document	Third Party Authorization	Yes	Yes
Supporting Document	Statement of Variability	Yes	Yes
Form	Individual Flexible Premium Adjustable Life Insurance Policy	Yes	Yes
Form	Child Term Rider	Yes	Yes
Form	Aviation Exclusion Endorsement	Yes	Yes
Form	Lifetime Membership Benefit Endorsement	Yes	Yes
Rate	Rates and Actuarial	No	No
Rate	Rates and Actuarial	No	No
Rate	Rates and Actuarial	No	No

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Form Schedule

Lead Form Number: UL-3601AR

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	UL-3601AR	Policy/Cont Individual Flexible ract/Fratern Premium Adjustable Life Insurance Policy Certificate	Initial		56.300	UL-3601AR Flexible Premium Adjustable Life Insurance Policy.pdf
	UL-3607CTR	Policy/Cont Child Term Rider ract/Fratern al Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.200	UL-3607CTR Child Term Rider.pdf
	LF-8124AEr	Policy/Cont Aviation Exclusion ract/Fratern Endorsement al Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51.000	LF-8124AEr - Aviation Exclusion Endorsement.pdf
	LF-1210LMB	Policy/Cont Lifetime Membership Benefit Endorsement al Certificate: Amendment, Insert	Initial		50.400	LF-1210LMB - Lifetime Membership Benefit Endorsement.pdf

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Page,
Endorseme
nt or Rider



Livonia, Michigan

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

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

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

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

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

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

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

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

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

Harold W. Huffstetler, Jr., President

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

Robert J. Dotson, Secretary

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

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Adjustable Death Benefit

Flexible Premiums Payable During the Insured's Lifetime

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

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

Non-participating

This Policy does not participate in Our earnings or surplus.

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

SCHEDULE OF BENEFITS AND PREMIUMS

INSURED:	[JOHN DOE]	POLICY NUMBER:	[XX-XXXXXXX-X]
OWNER:	[JOHN DOE]	PAYOR:	[JOHN DOE]
ISSUE DATE:	[10/15/2010]	POLICY EFFECTIVE DATE:	[10/15/2010]
ISSUE AGE:	[35]	PREMIUM CLASS:	[STANDARD Non-Nicotine]
GENDER:	[MALE]	SPECIFIED AMOUNT:	[\$100,000]
PLANNED PERIODIC PREMIUM:	[\$1500.00]	PAYABLE:	[ANNUALLY]
DEATH BENEFIT OPTION:	[A]	MONTHLY NO-LAPSE PREMIUM:	[\$ 115.35]
ISSUE STATE:	[MI]	NO-LAPSE PERIOD:	10 YEARS
[STATE] DEPARTMENT OF INSURANCE			
TELEPHONE NUMBER: 800-XXX-XXXX			

MINIMUM GUARANTEED INTEREST RATE: 3.00%

EXPENSE CHARGES

7% OF PREMIUMS

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

<u>ADDITIONAL RIDERS AND ENDORSEMENTS</u>	<u>AMOUNT</u>	<u>INITIAL MONTHLY COST OF INSURANCE</u>	<u>EXPIRY DATE</u>
[ACCELERATED DEATH BENEFIT ENDORSEMENT	N/A	NO COST	N/A]
[AVIATION EXCLUSION ENDORSEMENT	N/A	NO COST	N/A]
[ACCIDENTAL DEATH BENEFIT RIDER	\$100,000	\$10.83	10/15/2040]
[GUARANTEED PURCHASE OPTION RIDER	\$50,000	\$7.88	10/15/2015]
[CHILD TERM INSURANCE RIDER	\$20,000	\$13.33	10/15/2075]
[PRIMARY INSURED RIDER	\$100,000	\$4.76	10/15/2075]
[ADDITIONAL INSURED RIDER	\$100,000	\$5.55	10/15/2075]
[WAIVER OF MONTHLY DEDUCTIONS RIDER	N/A	\$7.27	10/15/2040]
[LIFETIME MEMBERSHIP BENEFIT ENDORSEMENT	N/A	NO COST	N/A]

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

Attained Age	Current	Maximum		Attained Age	Current	Maximum
35	0.18166	0.18166		68	1.66417	1.68750
36	0.19166	0.19166		69	1.80917	1.83250
37	0.20000	0.20000		70	1.97833	2.00833
38	0.21500	0.21500		71	2.18417	2.20500
39	0.22834	0.22834		72	2.42500	2.46333
40	0.24334	0.24334		73	2.67667	2.73583
41	0.26334	0.26334		74	2.92583	3.02250
42	0.28834	0.28834		75	3.19333	3.33583
43	0.31666	0.31666		76	3.49333	3.67750
44	0.35000	0.35000		77	3.84083	4.07417
45	0.38834	0.38834		78	4.24333	4.53750
46	0.42500	0.42500		79	4.69000	5.07250
47	0.46500	0.46500		80	5.18333	5.65583
48	0.48834	0.48834		81	5.71167	6.32000
49	0.51500	0.51500		82	6.26000	7.01167
50	0.55334	0.55334		83	6.85083	7.75750
51	0.59834	0.59834		84	7.57583	8.58333
52	0.66000	0.66000		85	8.39083	9.50583
53	0.72666	0.72666		86	9.28667	10.52833
54	0.81166	0.81166		87	10.25417	11.64500
55	0.91666	0.91666		88	11.28000	12.84167
56	1.02334	1.02334		89	12.35333	14.10417
57	1.13834	1.13834		90	13.41417	15.42167
58	1.23666	1.23666		91	14.44833	16.66083
59	1.35000	1.35000		92	15.52750	17.95250
60	1.48666	1.48666		93	16.66083	19.31500
61	1.65334	1.65334		94	17.85000	20.75417
62	1.85666	1.85666		95	19.01333	22.26583
63	2.08500	2.08500		96	20.13333	23.64917
64	2.32500	2.32500		97	21.31833	25.12417
65	2.57834	2.57834		98	22.57167	26.69833
66	2.82500	2.83500		99	23.89917	28.37833
67	3.07000	3.09500				

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

POLICY NUMBER: [XX-XXXXXXX-X]

INSURED: [JOHN DOE]

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	2460.00
2	2330.00
3	2201.00
4	2071.00
5	1942.00
6	1812.00
7	1683.00
8	1553.00
9	1424.00
10	1294.00
11	1165.00
12	1035.00
13	906.00
14	776.00
15	647.00
16	517.00
17	388.00
18	258.00
19	129.00
20	0.00

POLICY NUMBER: [XX-XXXXXXX-X]

PRIMARY INSURED: [JOHN DOE]

EFFECTIVE DATE OF RIDER: [10/15/2010]

BENEFIT AMOUNT: [\$100,000]

PRIMARY INSURED RIDER

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

ATTAINED AGE	CURRENT	MAXIMUM	ATTAINED AGE	CURRENT	MAXIMUM
35	0.04757	0.09083	68	1.42982	1.68750
36	0.06343	0.09583	69	1.56134	1.83250
37	0.08005	0.10000	70	1.71483	2.00833
38	0.09666	0.10750	71	1.90434	2.20500
39	0.11327	0.11417	72	2.12684	2.46333
40	0.12267	0.12167	73	2.35983	2.73583
41	0.13153	0.13167	74	2.60936	3.02250
42	0.14114	0.14417	75	2.88146	3.33583
43	0.15008	0.15833	76	3.18837	3.67750
44	0.16186	0.17500	77	3.54714	4.07417
45	0.17755	0.19417	78	3.96443	4.53750
46	0.19601	0.21250	79	4.43276	5.07250
47	0.21570	0.23250	80	4.95522	5.65583
48	0.23424	0.24417	81	5.52260	6.32000
49	0.24863	0.25750	82	6.12116	7.01167
50	0.26003	0.27667	83	6.77394	7.75750
51	0.27164	0.29917	84	7.49957	8.58333
52	0.28441	0.33000	85	8.30674	9.50583
53	0.29943	0.36333	86	9.19401	10.52833
54	0.31370	0.40583	87	10.15196	11.64500
55	0.35062	0.45833	88	11.16773	12.84167
56	0.39101	0.51167	89	12.23002	14.10417
57	0.43405	0.56917	90	13.27886	15.42167
58	0.48010	0.61833	91	14.30197	16.66083
59	0.52805	0.67500	92	15.36833	17.95250
60	0.62008	0.74333	93	16.48829	19.31500
61	0.69709	0.82667	94	17.66285	20.75417
62	0.78762	0.92833	95	18.81143	22.26583
63	0.88569	1.04250	96	19.91577	23.64917
64	0.98875	1.16250	97	21.08360	25.12417
65	1.09475	1.28917	98	22.31908	26.69833
66	1.20158	1.41750	99	23.62569	28.37833
67	1.31287	1.54750			

POLICY NUMBER: [XX-XXXXXXX-X]

ADDITIONAL INSURED: [JANE DOE]

EFFECTIVE DATE OF RIDER: [10/15/2010]

ISSUE AGE: [35]

RATE CLASS: [Standard Non-Nicotine]

GENDER:[Female]

ADDITIONAL INSURED RIDER

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

ATTAINED AGE	CURRENT	MAXIMUM	ATTAINED AGE	CURRENT	MAXIMUM
35	0.05549	0.07417	68	0.98233	1.18083
36	0.07003	0.07917	69	1.07255	1.28583
37	0.08456	0.08583	70	1.17478	1.40167
38	0.09167	0.08917	71	1.29052	1.53500
39	0.09667	0.09417	72	1.41804	1.68417
40	0.10250	0.10000	73	1.55719	1.84583
41	0.10917	0.10583	74	1.71106	2.02333
42	0.11667	0.11250	75	1.88078	2.22000
43	0.12583	0.12083	76	2.06704	2.43583
44	0.13667	0.13083	77	2.27247	2.67333
45	0.14917	0.14250	78	2.49679	2.93583
46	0.16417	0.15583	79	2.74292	3.21917
47	0.18167	0.17250	80	3.05163	3.53583
48	0.20083	0.19083	81	3.43419	3.96583
49	0.22250	0.21083	82	3.83834	4.45083
50	0.24667	0.23417	83	4.26039	4.93417
51	0.27417	0.26000	84	4.73143	5.46833
52	0.30500	0.28917	85	5.20527	6.07000
53	0.33750	0.32083	86	5.76782	6.61583
54	0.37167	0.35417	87	6.46914	7.43750
55	0.41083	0.39000	88	7.20723	8.29583
56	0.45333	0.43167	89	7.93550	9.21083
57	0.49833	0.47500	90	8.44551	10.05417
58	0.54500	0.52167	91	8.92100	10.48083
59	0.59250	0.56833	92	9.74818	11.32000
60	0.64250	0.61667	93	10.89027	12.56500
61	0.69750	0.66917	94	12.32764	14.13667
62	0.73279	0.72667	95	13.89291	16.07667
63	0.71994	0.78583	96	15.42888	17.91917
64	0.70049	0.85000	97	16.36530	19.81583
65	0.76089	0.92083	98	16.79754	20.14083
66	0.82733	0.99917	99	17.81672	21.22833
67	0.90087	1.08500			

WAIVER OF MONTHLY DEDUCTIONS RIDER

TABLE OF MONTHLY COST OF INSURANCE

ATTAINED AGE	COST	ATTAINED AGE	COST
35	7.26705	50	12.68850
36	7.26705	51	14.53410
37	7.26705	52	15.11085
38	7.26705	53	16.72575
39	7.26705	54	18.57135
40	7.26705	55	20.99370
41	7.26705	56	24.10815
42	7.26705	57	25.95375
43	7.26705	58	28.14540
44	7.26705	59	30.22170
45	9.92010	60	24.78080
46	9.92010	61	20.04992
47	10.61220	62	15.31904
48	11.07360	63	10.58816
49	11.65035	64	5.85728

3WMDR

ACCIDENTAL DEATH BENEFIT RIDER
Table of Monthly Cost of Insurance Per \$1,000

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

3ADB

POLICY NUMBER: [XX-XXXXXXX-X]

EFFECTIVE DATE OF RIDER: [10/15/2010]

GUARANTEED PURCHASE OPTION RIDER

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

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

3GPO

Definitions

As used in this Policy, the following terms mean:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Home Office –Our office located at 17900 N. Laurel Park Drive, Livonia, MI 48153.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reinstate - To restore coverage after this Policy has lapsed.

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

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

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

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

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

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

General Provisions

Entire Contract

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

Any application for:

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

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

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

Statements

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

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

Misstatement of Age or Gender

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

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

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

Suicide

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

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

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

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

Incontestability

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

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

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

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

We can contest this Policy at any time for:

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

Protection Against Creditors (Beneficiary's Rights)

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

Protection Against Creditors (Owner's Rights)

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

Clerical Errors

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

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

Conformity with State Statutes

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

Maturity (Changes at Insured's Attained Age 100)

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

1. No new premiums will be accepted.
2. The Death Benefit Option is set to Option A and may not be changed.
3. Loans will continue as before with loan interest accruing and interest credited to loan collateral.
4. Cost of Insurance charges and administrative charge(s) will cease.
5. All Riders will terminate.

Termination

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

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

Ownership Provisions

Policy Owner

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

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

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

Change of Ownership

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

Assignment

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

Change of Beneficiary

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

Effective Date of Elections, Designations, Changes and Requests

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

Beneficiary

Beneficiary

The Beneficiary will receive the Death Benefit. A Beneficiary has no rights under this Policy until the death of the Insured. The Beneficiary is defined as one of two classes, primary Beneficiary or Contingent Beneficiary.

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

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

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

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

Premiums

Payment

The first premium is due and payable before the Policy becomes effective. The Planned Periodic Premium is shown in the Schedule Page. It is only an indication of Your preference as to future frequency and amount. Payment of Premiums is subject to Our current permitted methods of payment.

Unscheduled Premiums

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

Premium Limits

You may change the amount of Planned Periodic Premiums subject to Company requirements. We may limit the amount of premium paid so that this Policy continues to qualify as a life insurance policy under Section 7702 of the Internal Revenue Code.

To remain so qualified, we may:

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

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

Grace Period

If on a Monthly Due Date the Net Cash Surrender Value will not cover the monthly deduction, a grace period of sixty-one (61) days will be allowed to pay a premium that will provide enough to cover the Grace Period plus sufficient premium to maintain the Policy in force for 2 months. However, this Policy will not lapse if it is being continued under the No Lapse Guarantee Provision. We will send You a written notice at least 30 days before the end of the grace period. The notice will be sent to Your last known address and the last known address of any assignee shown in Our records. The Policy will remain in force during the grace period unless it is surrendered. If the Insured dies during the grace period, the amount required to keep the Policy in force to the end of the month of death will be deducted from the Death Benefit.

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

Lapse

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

No Lapse Guarantee

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

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

Reinstatement

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

We require the following to reinstate the Policy:

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

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

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

Death Benefits

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

Amount of Death Benefit

The amount of the Death Benefit is equal to:

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

Death Benefit Option

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

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

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

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

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

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

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

Minimum Death Benefit

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

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

Filing a Death Claim

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

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

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

Interest on Proceeds

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

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

Legal Actions

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

Method of Payment

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

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

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

Basis of Payment Option Values

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

Changes in Existing Coverage

Changes in Specified Amount

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

Specified Amount Decreases

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

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

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

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

Specified Amount Increases

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

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

Any increase approved by Us will be effective on the date shown on the Schedule Page. The total Surrender Charges and Monthly No-Lapse Premiums that apply as a result of the increase will be shown in the Schedule Page.

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

Change in Death Benefit Option

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

You may request the following changes:

Option A to Option B

The Specified Amount after the change will equal the Specified Amount before the change less the Accumulation Value.

Option B to Option A

The Specified Amount after the change will equal the Specified Amount before the change plus the Accumulation Value.

Option C to Option A

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

Option C to Option B

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

The effective date of any change will be the next Monthiversary after We approve the request. It will be shown in the Schedule Page.

Accumulation Values and Cost of Insurance

Accumulation Value

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

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

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

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

Net Premium

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

Monthly Deduction

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

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

Interest Rates

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

- That part of the Accumulation Value equal to any outstanding Debt will be credited with interest at the rate of 4.75% per annum;
- The balance of the Accumulation Value will be credited with an interest rate not less than the guaranteed rate.

Cost of Insurance

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

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

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

Cost of Insurance Rate

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

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

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

Basis of Computation

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

The Cash Surrender Values for this Policy are never less than the minimums required on the date of issue by the NAIC Universal Life Insurance Regulation, Model #585.

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

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

Periodic Report

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

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

Illustrative Report

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

Surrender

Surrender

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

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

Surrender Charge

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

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

Partial Surrender

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

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

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

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

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

If Death Benefit Option A is in effect, the Specified Amount will also be reduced by the amount of the partial surrender and the fee. If Death Benefit Option C is in effect, the Specified Amount will also be reduced by the amount that all partial surrenders exceed premiums paid. The reduction in Specified Amount will apply first to coverage provided by any increases in the Specified Amount beginning with the most recent and then against the initial Specified Amount.

Loans

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

Obtaining a Loan

You may obtain a loan from Us if:

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

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

Loan Value

The Loan Value is equal to:

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

Loan Interest

Interest on a loan is charged at the loan interest rate of **5.00%** per annum in arrears. Interest is due on the Policy Anniversary following the loan date. Any interest not paid when due will be added to the loan and will bear interest at the same rate each Policy Anniversary after that until the loan is paid in full.

Loan Repayment

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

Deposits Not Designated as Premium

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

Policy Expiration

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



Livonia, MI

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
Non-participating



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

CHILD TERM RIDER

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

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

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

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

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

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

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

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

EXPIRATION OF BENEFIT: For each Insured child, coverage will cease at the earliest of:

1. the date he or she is no longer considered eligible as defined under the Eligible Child provision; or
2. the date the Insured Child marries; or
3. the date he or she turns age 25.

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

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

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

BENEFIT: This Rider provides term life insurance coverage on the life of each Insured Child. We agree, subject to the conditions of this Rider, to pay the Beneficiary the amount for each Benefit Amount if:

1. an Insured Child's death occurs while the Policy and this Rider is in force; and
2. We receive due proof of death and eligibility for coverage for such Insured Child.

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

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

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

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

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

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

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

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

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

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

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

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

CONVERSION DATE: The date We issue the New Policy.

NEW POLICY: The Conversion Policy.

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

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

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

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

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

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



Harold W. Huffstetler, Jr., President



Robert J. Dotson, Secretary



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

Aviation Exclusion Endorsement

This Endorsement is added at the request of the Insured. It becomes a part of the Policy. It will remain in effect only while the policy remains in effect. It is subject to all provisions, terms, conditions, and definitions of the Policy unless stated otherwise herein.

EFFECTIVE DATE: The Effective Date of this Endorsement is shown on the Schedule Page.

It will not become effective unless the Policy is in force. It applies to any policy to which the present policy may be changed or converted.

AIRCRAFT: Any weight carrying structure for navigation of the air, supported by either its own buoyancy or the dynamic action of the air against its surfaces.

CREWMEMBER: Any officer or other person whose occupation entails duties aboard the aircraft while in flight.

SCHEDULED AIRLINE:

1. a scheduled passenger airline of United States registry holding the proper license and certification issued by the United States Government;
2. a scheduled passenger airline of foreign registry holding a Certificate, license or similar authorization for scheduled air transportation issued by the authority having jurisdiction for civil aviation in the country of registry.

BENEFITS LIMITED BY THIS ENDORSEMENT: If death occurs as a result of the events listed below the death benefit of this policy will be limited to:

1. the premiums paid on the policy; less
2. any policy loans, withdrawals or partial withdrawals, surrenders or partial surrenders;
3. or payment of an Accelerated Death Benefit, if applicable.

The total benefit amount under this endorsement will not exceed the face amount of this policy.

The limited Death Benefit applies if death occurs as a result of:

1. Travel or flight in any kind of Aircraft.
2. Giving or receiving any kind of aviation training or instruction.
3. Intentionally leaving, falling or jumping from an Aircraft while in flight.

Death occurring as a result of travel or flight on a Scheduled Airline as a:

1. licensed pilot; or
2. crewmember; or
3. fare-paying passenger

is not excluded by this Endorsement.

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

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

Harold W. Huffstetler, Jr., President

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

Robert J. Dotson, Secretary



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

LIFETIME MEMBERSHIP BENEFIT ENDORSEMENT FOR SURVIVING SPOUSE

This Endorsement is part of the Policy. It is in effect only while the Policy remains in effect. The Effective Date is shown on the Schedule Page. It will not become effective unless the Policy is in force.

SPOUSE: The spouse, Registered Domestic Partner, Civil Union Partner, or party to a domestic partnership between two adults, as recognized by state law, where the Policy is delivered.

BENEFIT: If the Insured's death benefit is payable, We will pay the cost of a lifetime basic American Automobile Association (AAA) Membership for the surviving Spouse. No other benefit will be provided in lieu of the AAA Membership.

If the surviving Spouse is an active AAA Member, they must send their current membership number to Our Home Office. If the surviving Spouse is not currently a AAA Member, they must send a completed Membership application from their local AAA Club, to Our Home Office.

We must receive the application or membership number at Our Home Office. We must receive it within 180 days after the date of the Insured's death. If it is not reasonably possible to send the information within 180 days, the claim for this benefit will not be affected, if it is sent as soon as reasonably possible. But unless the surviving Spouse is legally incapacitated, we must receive the application or membership number no more than 2 years from the time it is otherwise required.

EXCLUSION: This Benefit will not be paid if the Insured's Death results from suicide within two years of the Policy Issue Date.

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

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

Harold W. Huffstetler, Jr., President

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

Robert J. Dotson, Secretary

SERFF Tracking Number: FRCS-126980406 State: Arkansas
 Filing Company: AAA Life Insurance Company State Tracking Number: 47890
 Company Tracking Number: 5470
 TOI: L09I Individual Life - Flexible Premium Adjustable Life Sub-TOI: L09I.001 Single Life
 Product Name: Universal Life
 Project Name/Number: AAA/82/82

Rate Information

Rate data applies to filing.

Filing Method: For Approval
Rate Change Type: Neutral
Overall Percentage of Last Rate Revision: %
Effective Date of Last Rate Revision:
Filing Method of Last Filing:

Company Rate Information

Company Name:	Company Rate Change:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
AAA Life Insurance Company	N/A	%	%				%	%

SERFF Tracking Number: FRCS-126980406 *State:* Arkansas
Filing Company: AAA Life Insurance Company *State Tracking Number:* 47890
Company Tracking Number: 5470
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: Universal Life
Project Name/Number: AAA/82/82

Statement of Variability - UL-4601.pdf

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: AAA Life Insurance Company

Form Title(s): Individual Flexible Premium Adjustable Life Insurance Policy
Individual Flexible Premium Adjustable Life Insurance Policy
Child Term Rider
Aviation Exclusion Endorsement
Lifetime Membership Benefit Endorsement

Form Number(s): UL-3601AR
UL-4601AR
UL-3607CTR
LF-8124AEr
LF-1210LMB

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Robert J. Dotson
Vice President, General Counsel and Secretary

January 12, 2011

Date

**STATE OF ARKANSAS
READABILITY CERTIFICATION**

COMPANY NAME: AAA Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
UL-3601AR	56.3
UL-4601AR	57.0
UL-3607CTR	50.2
LF-8124AEr	51.0
LF-1210LMB	50.4



Robert J. Dotson
Vice President, General Counsel and Secretary

January 12, 2011

Date

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

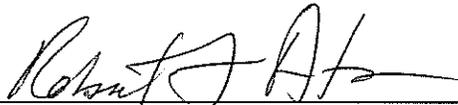
AR-3

Company Name: AAA Life Insurance Company

Form Title(s): Individual Flexible Premium Adjustable Life Insurance Policy
Individual Flexible Premium Adjustable Life Insurance Policy
Child Term Rider
Aviation Exclusion Endorsement
Lifetime Membership Benefit Endorsement

Form Number(s): UL-3601AR
UL-4601AR
UL-3607CTR
LF-8124AEr
LF-1210LMB

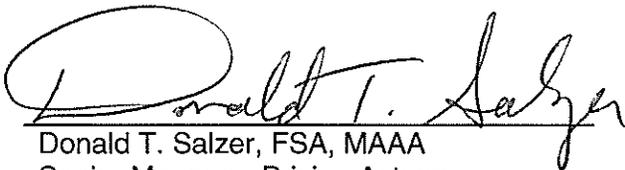
I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Arkansas Regulation 34.



Robert J. Dotson
Vice President, General Counsel and Secretary

January 12, 2011

Date



Donald T. Salzer, FSA, MAAA
Senior Manager, Pricing Actuary

January 12, 2011

Date

EXHIBIT A (REVISED)

**CONSENT TO SUBMIT RATES
AND/OR COST BASES FOR APPROVAL**

NAME OF COMPANY: AAA Life Insurance Company

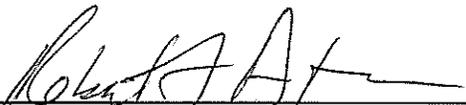
FORM NUMBER(S): UL-3601AR, UL-4601AR, UL-3607CTR, LF-8124AEr, LF-1210LMB

The Company does hereby consent and agree:

A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to the policy form number(s) indicated above 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 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.



Robert J. Dotson
Vice President, General Counsel and Secretary

January 12, 2011

Date



Application for Life Insurance

Part 1

[App I.D.]
 17900 N Laurel Park Dr.
 Livonia, MI 48152
 (800) 624-1662

PROPOSED INSURED INFORMATION				
Full Legal Name (First, Middle, Last)				
Street Address			City	State Zip
Home Phone	Work Phone	Cell Phone	Email address	
Date of Birth	<input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security Number	Driver's License or Government ID No.	State Issued
Occupation		Membership Number	Club Code	Nicotine Use <input type="checkbox"/> Yes <input type="checkbox"/> No
Annual Earned Income			Net Worth	

INSURANCE REQUESTED	
Plan/Duration	Face Amount \$
Risk Class Quoted	Death Benefit Option <i>(For Universal Life Only)</i> <input type="checkbox"/> A -Level <input type="checkbox"/> B-Increasing <input type="checkbox"/> C-Premium Recovery

RIDERS REQUESTED <i>(not all riders are available with all plans)</i>		
<input type="checkbox"/> Return of Premium / IPE	<input type="checkbox"/> Disability Waiver of Premium	<input type="checkbox"/> Waiver of Monthly Deductions
<input type="checkbox"/> Primary Insured _____	<input type="checkbox"/> Child Term _____	<input type="checkbox"/> Guaranteed Purchase Option _____
<input type="checkbox"/> Additional Insured _____	<input type="checkbox"/> Travel Accident _____	<input type="checkbox"/> Accidental Death Benefit _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	

ADDITIONAL INSURED INFORMATION				
Full Legal Name (First, Middle, Last)				
Street Address			City	State Zip
Home Phone	Work Phone	Cell Phone	Email address	
Date of Birth	<input type="checkbox"/> Male <input type="checkbox"/> Female	Social Security Number	Driver's License or Government ID No.	State Issued
Occupation		Membership Number	Club Code	Nicotine Use <input type="checkbox"/> Yes <input type="checkbox"/> No
Annual Earned Income			Net Worth	
Plan/Duration	Face Amount \$	Risk Class Quoted		

PREMIUM AND BILLING INFORMATION		
Initial Premium for this Application	Future Premium Billing <i>(Select Only One Mode and One Payment Type)</i>	Send Premium Notices To <i>(Select Only One)</i>
Initial Premium Amount \$ _____	MODE	<input type="checkbox"/> Proposed Insured <input type="checkbox"/> Owner
<input type="checkbox"/> EFT <input type="checkbox"/> Credit Card <input type="checkbox"/> Check	<input type="checkbox"/> Annually (A)	<input type="checkbox"/> Other (Full Name & Address)
Process Upon:	<input type="checkbox"/> Semi Annually (S-A)	_____
	<input type="checkbox"/> Quarterly (Q)	_____
<input type="checkbox"/> Receipt at Home Office <input type="checkbox"/> Issue	<input type="checkbox"/> Monthly (M)	Secondary Addressee (Full Name & Address)
1035 Exchange: <input type="checkbox"/> Yes <input type="checkbox"/> No		_____
Lump Sum Payment \$ _____ <i>(For Universal Life Only)</i>		_____



Application for Life Insurance

Part 1

[App I.D.]
 17900 N Laurel Park Dr.
 Livonia, MI 48152
 (800) 624-1662

OWNER INFORMATION (If Not Proposed Insured)

Full Legal Name (First, Middle, Last)					
Street Address			City	State	Zip
Relationship to Insured	SSN/TIN	Home Phone	Work Phone	Cell Phone	

BENEFICIARY INFORMATION—PROPOSED INSURED

PRIMARY Beneficiary(ies)	Relationship to Insured	Benefit % (Total = 100%)
CONTINGENT Beneficiary(ies)	Relationship to Insured	Benefit % (Total = 100%)

BENEFICIARY INFORMATION—ADDITIONAL INSURED

PRIMARY Beneficiary(ies)	Relationship to Insured	Benefit % (Total = 100%)
CONTINGENT Beneficiary(ies)	Relationship to Insured	Benefit % (Total = 100%)

EXISTING INSURANCE—PROPOSED INSURED (Including Life Insurance With AAA Life)

Are there any life insurance policies or annuity contracts inforce or any applications pending on the life of the Proposed Insured?						<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the coverage applied for replace or change any existing or applied for life insurance policies?						<input type="checkbox"/> Yes <input type="checkbox"/> No
Insurance Company Name	Policy Number	Type of Insurance	Issue Year	Amount	Accidental Death	To Be Replaced
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No

EXISTING LIFE INSURANCE—ADDITIONAL INSURED (Including Life Insurance With AAA Life)

Are there any life insurance policies or annuity contracts inforce or any applications pending on the life of the Additional Insured?						<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the coverage applied for replace or change any existing or applied for life insurance policies?						<input type="checkbox"/> Yes <input type="checkbox"/> No
Insurance Company Name	Policy Number	Type of Insurance	Issue Year	Amount	Accidental Death	To Be Replaced
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> Yes <input type="checkbox"/> No



Application for Life Insurance

Part 1

[App I.D.]
 17900 N Laurel Park Dr.
 Livonia, MI 48152
 (800) 624-1662

RELATED APPLICATIONS

The following Proposed Insured applications should be kept together.

Name	Date of Birth	Name	Date of Birth

UNDERWRITING INFORMATION

Has the **Proposed Insured** ever been diagnosed or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), Alzheimer's, Amyotrophic Lateral Sclerosis (ALS), Schizophrenia, Cirrhosis, or Dementia? Yes No

Has the **Additional Insured** ever been diagnosed or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), Alzheimer's, Amyotrophic Lateral Sclerosis (ALS), Schizophrenia, Cirrhosis, or Dementia? Yes No N/A

Will the premiums for this policy be loaned or otherwise financed by any individual(s) or entity(ies) other than the **Proposed Insured**, employer(s) of the **Proposed Insured**, or family members of the **Proposed Insured**, or will the **Proposed Insured** be compensated in any way in exchange for any portion of the policy's death benefit? Yes No

Does the **Proposed Insured** or **Owner** plan to sell or permanently assign the policy to another person or entity, life settlement provider or an investor, or will it replace any policy that has already been sold to another life settlement company or investor? Yes No

FRAUD WARNING

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

REPRESENTATION, ACKNOWLEDGEMENT, AND AUTHORIZATION

I declare that all answers in this application and any attached questionnaires are, to the best of my knowledge and belief true, and complete. The answers given are the basis for any policy issued by the Company, and will be made part of the Policy.

Except for coverage provided under a Temporary Insurance Agreement, the coverage will take effect when:

- (i) A policy is issued on this application and delivered to and accepted by the Owner, and
- (ii) The first premium due is paid in full while each Proposed Insured is alive, and
- (iii) Provided there has been no change in the Proposed Insured's health, habits or occupation since the date the application was signed.

In order to determine insurability, **I authorize** any licensed medical practitioner, hospital, clinic, or other medical facility, insurance company, pharmacy benefit manager, MIB, Inc., other organization, institution, or person having any records of the Proposed Insured's medical or prescription history, to give such information to the Company, it's reinsurers, or any agency employed by the Company to collect and transmit such information. I understand that medical records are protected by certain federal regulations. The Company will not use or disclose medical information for any purpose other than stated above, except as may be required by law. This authorization is valid for 24 months from the date signed. A copy of this authorization will be as valid as the original. I have the right to revoke this authorization in writing to the Company; however if I do, the Company may decline my application.

I acknowledge receipt of the Company's Investigative Consumer Report Notice, MIB, Inc. Disclosure Notice, and Notice of Insurance Information Practices. **Temporary Insurance Agreement Received:** Yes No

Signed at (City and State)	Date
Signature of Proposed Insured	Signature of Additional Insured
Signature of Parent or Legal Guardian <i>(If Proposed or Additional Insured is a Minor)</i>	Signature of Owner <i>(If Other Than Proposed Insured)</i>



Application for Life Insurance

Part 1

[App I.D.]
 17900 N Laurel Park Dr.
 Livonia, MI 48152
 (800) 624-1662

AGENT NOTES

Agent's Statement: I represent that I have have not personally seen the person(s) proposed for insurance. To the best of my knowledge and belief there is nothing adversely affecting the insurability of the person(s) proposed for insurance other than as indicated on this application; and where required, the Company's Investigative Consumer Report Notice, MIB, Inc. Disclosure Notice, and Notice of Insurance Information Practices was given to the applicant on or before the date the application was signed. To the best of my knowledge, the Proposed Insured does does not have any insurance inforce or applications pending and the Proposed Insured does does not intend to replace or change existing insurance or annuities.

Temporary Insurance Agreement Provided: <input type="checkbox"/> Yes <input type="checkbox"/> No	Illustration Provided: <input type="checkbox"/> Yes <input type="checkbox"/> No	Proposed Insured Understands English: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Signature of Writing Agent	Date	Agent Phone Number	Agent Email Address
Printed Agent Name	Agent Number		License Number
Printed Agent Name	Agent Number		Split %



Application for Life Insurance

Part 2

[App ID:]

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

PROPOSED INSURED INFORMATION

Full Legal Name		Social Security Number	
State/Country of Birth		U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Permanent Resident <input type="checkbox"/> Yes <input type="checkbox"/> No
Visa Type	Visa Number	OR	Alien Registration (Green Card) Number
Employer Name		Employer Address	
Is this business coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No	If applicable, list Partners' Total Insurance Coverage		

IF PROPOSED INSURED HAS NO EARNED INCOME (OR IS A MINOR):

Spouse's/Parent's Annual Income \$	Total Life Insurance Coverage on Spouse/Parent \$
---------------------------------------	--

IF PROPOSED INSURED IS A MINOR OR CHILD:

Does Father Have Life Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Total Coverage
Does Mother Have Life Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Total Coverage
Do All Siblings Have Life Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Total Coverage for Each Sibling

MEDICAL AND UNDERWRITING INFORMATION FOR PROPOSED INSURED

Primary Care Physician Name, Address and Phone Number			
Height ft in	Weight lbs	In the last 12 months, have you lost more than 20 pounds?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
Have you <u>ever</u> been diagnosed, treated or advised to seek treatment by a member of the medical profession for:			
1. Heart disorder, circulatory disorder, chest pain, high blood pressure, or elevated lipids (cholesterol or triglycerides)?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
2. Stroke, Transient Ischemic Attack (TIA or mini-stroke) or seizure?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
3. Diabetes, thyroid disorder, pancreatic disorder, liver disorder including, but not limited to, hepatitis, or kidney disorder?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
4. Lung or chronic respiratory disorder including, but not limited to, sleep apnea or asthma?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
5. Cancer or tumor, cyst, or growth?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
6. Rheumatoid Arthritis, Lupus, Multiple Sclerosis, or other autoimmune or connective tissue disorder?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
7. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or HIV (Human Immunodeficiency Virus) infection?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
Have you <u>ever</u>:			
8. Had a parent or sibling diagnosed or treated by a member of the medical profession for heart disease, cancer, or diabetes?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
9. Had a parent or sibling diagnosed or treated by a member of the medical profession for Polycystic Kidney disease or Huntington's disease?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
10. Been denied coverage or rated an extra premium for life insurance?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
11. Been arrested, charged, or convicted of a felony or misdemeanor other than a traffic violation?			<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]



Application for Life Insurance

Part 2

[App ID:]

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(800) 624-1662

12. Used any illicit drugs not prescribed by a physician, or have been advised to, or received treatment or counseling for drug or alcohol use?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
13. Used any tobacco or nicotine product in any form including hookahs or bidis?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
Have you in the <u>past 10 years</u> been diagnosed, treated, or advised to seek treatment by a member of the medical profession for:	
14. Mental or emotional disorders, including, but not limited to, anxiety, depression, bipolar, schizophrenia, dementia, eating disorders, or attempted suicide?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
15. Any central nervous system disorder including, but not limited to, Amyotrophic Lateral Sclerosis (ALS), Parkinson's, Alzheimer's, Huntington's disease, or Cerebral Palsy?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
16. Digestive system, intestinal or stomach disorder, ulcer, or colitis?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
17. Chronic pain or fibromyalgia?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
Have you in the <u>past 10 years</u>:	
18. Participated in sky diving or hang gliding, scuba or skin diving, automobile, motorcycle, boat or hydroplane racing, mountain or rock climbing, or do you plan to participate in these activities within the next two years?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
19. Consumed more than 3 alcoholic beverages in one day?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
Have you in the <u>past 7 years</u>:	
20. Filed for bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
21. Been convicted of driving under the influence of alcohol or drugs, reckless driving, had your license denied, suspended or revoked, or been ticketed for a moving violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
22. Piloted an aircraft, planned to pilot an aircraft, or studied to pilot an aircraft as a Student Pilot?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
Have you in the <u>past 5 years</u> been treated by a member of the medical profession and:	
23. Applied for or received income benefits for injury, sickness, or disability, or are you currently disabled?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
24. Been advised to have surgery, testing, hospital care, or medical investigations not already mentioned?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
25. Taken prescribed medications or are you currently taking any medications?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
Additional Information:	
26. Have you seen a doctor or consulted a member of the medical profession or been advised to seek treatment in the last 2 years for any condition or reason not already mentioned?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
27. Have you in the <u>past 12 months</u> or do you in the <u>next 2 years</u> intend to reside outside of the U.S. or Canada?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]
28. Are you <u>currently</u> employed and actively working?	<input type="checkbox"/> Yes <input type="checkbox"/> No [<input type="checkbox"/> N/A]

REMARKS



Application for Life Insurance

Part 2

[App ID:]

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

REMARKS CONTINUED

Large empty rectangular area for entering remarks.

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

I declare that all statements and answers in this application and any questionnaire or declaration of insurability completed in connection with this application are, to the best of my knowledge and belief, true, complete, and correctly recorded. A copy of this application will be used to determine if coverage will be issued and will be attached to and made a part of the insurance policy issued.

Signed at (City and State)	Date
Signature of Proposed Insured	Signature of Owner <i>(If Other Than Proposed Insured)</i>
Signature of Parent or Legal Guardian <i>(If Proposed Insured is a Minor)</i>	



Temporary Insurance Agreement (TIA)

[App I.D.]

17900 N. Laurel Park Dr.
Livonia MI 48152
(800) 624-1662

IMPORTANT: THIS TEMPORARY INSURANCE AGREEMENT PROVIDES A LIMITED COVERAGE AMOUNT FOR A LIMITED PERIOD OF TIME. IT IS PROVIDED IN CONJUNCTION WITH THE SIGNED AND DATED APPLICATION FOR THE SAME PROPOSED INSUREDS, AND IS SUBJECT TO THE TERMS SET FORTH BELOW.

**DO NOT MAKE ANY CHECKS PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK.
ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO "AAA LIFE INSURANCE COMPANY".**

TEMPORARY INSURANCE AGREEMENT – QUALIFICATION QUESTIONS

1. Does the total amount of insurance on the Proposed Insured's life in force with the AAA Life Insurance Company under any policies, conditional receipts, or temporary insurance agreements exceed \$1,000,000? Yes No

Has any Proposed Insured:

2. Within the past 90 days, been admitted to or advised by a member of the medical profession to be admitted to a hospital or other licensed health care facility, or had surgery recommended or performed, or been medically advised to have any diagnostic test? Yes No

3. Within the past 5 years been diagnosed, treated, or advised by a member of the medical profession to seek treatment for: heart disease, chest pain, stroke, diabetes, cancer, lung disorder other than asthma, hepatitis C, cirrhosis or kidney disorder? Yes No

4. Within the past 5 years been diagnosed, treated, or advised by a member of the medical profession to seek treatment for: lupus, schizophrenia, bipolar disorder, dementia, Amyotrophic Lateral Sclerosis (ALS) or Alzheimer's? Yes No

5. Been diagnosed with or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or HIV (Human Immunodeficiency Virus)? Yes No

6. Within the past 2 years, been declined for life insurance or offered a rated policy? Yes No

TEMPORARY INSURANCE AGREEMENT

Agreement: This agreement is between the Applicant (Proposed Owner) and AAA Life Insurance Company ("We", "Us" or "Our"). Subject to the terms of the policy applied for and this TIA, We agree to pay the Limited Coverage Amount to the beneficiaries named in the Application upon receipt of due proof that a Proposed Insured died while this TIA is in effect. Coverage under this TIA takes effect when: (1) both the Temporary Insurance Agreement and Application are signed and dated with the same date, and (2) We receive payment equal to the first monthly modal premium for the coverage applied for.

Limited Coverage Amount: The lesser of: (1) the Amount of Insurance applied for in the Application, or (2) up to \$1,000,000 minus any amount of insurance on the Proposed Insured's life under concurrent Temporary Insurance Agreements inforce with Us.

Effective Date: The date all of the following requirements have been met: (1) the Application and TIA are signed by the Proposed Insured(s) and Applicant, and (2) the TIA Health Questions, numbered 2 through 6 above, are answered "No" for all Proposed Insured lives, and (3) the premium has been collected for the amount at least equal to the first monthly modal premium for the coverage applied for.

Termination Date: The earliest of the following: (1) the date the Applicant withdraws the Application; (2) the date the policy is issued; (3) the date a policy offer other than applied for has been made to the Applicant; (4) the date We send notice to the Applicant at the address on the Application that We have declined to issue insurance; (5) the date the check, bank draft or credit card transaction submitted as payment is not honored by the financial institution, or (6) 60 days after the Effective Date.

Other Limitations: Our liability is limited to a return of the Amount Received if: (1) any part of the life insurance Application or this TIA contains a material misrepresentation, or (2) the Proposed Insured dies by suicide.



Temporary Insurance Agreement (TIA)

[App I.D.]

17900 N. Laurel Park Dr.
Livonia MI 48152
(800) 624-1662

SIGNATURES

I represent that I have read and received a copy of this TIA. I agree to all of its terms and conditions. I declare all statements and answers in this Agreement are, to the best of my knowledge and belief, true, complete, and correctly recorded. I understand that any fraudulent or material misrepresentations in the Application or this TIA will invalidate this Agreement. I understand that completing this TIA does not guarantee that AAA Life Insurance Company will issue a policy on the Proposed Insured's life. I understand that no one is authorized to modify or waive any of the terms of this TIA.

Signed at:

_____ (City and State)

_____ (Date)

Signature of Proposed Insured

Signature of Applicant, if other than Proposed Insured

Name of Proposed Insured (printed)

Signature of Additional Proposed Insured

LICENSED INSURANCE AGENT'S STATEMENT

Amount Received: \$ _____ On the date of this TIA, I received the Amount Received listed. This TIA bears the same date as the Application. I agree that I am not authorized to change or waive the terms of this TIA and represent that I have not attempted to do so. I have read and explained the terms of this TIA to the Proposed Insured and Applicant. I have left a copy of this TIA with the Applicant.

Signature(s) of Licensed Insurance Agent(s)

Date

Licensed Insurance Agent Number(s)



Robert J. Dotson
Vice President
General Counsel & Secretary
Chief Compliance Officer

17900 N. Laurel Park Drive
Livonia, Michigan 48152
Phone: 734-779-2606
Fax: 734-805-6254
rdotson@aaalife.com

January 12, 2011

To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

AAA Life Insurance Company

By: _____

Title: Vice President, General Counsel
and Secretary

AAA LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY
Form UL-3601 – FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
SCHEDULE OF BENEFITS AND PREMIUMS

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

1. Policy Information
 - a. Name of Insured
 - b. Policy Number
 - c. Name of Owner
 - d. Name of Payor
 - e. Issue Age
 - f. Premium Class
 - g. Gender
 - h. Specified Amount – This amount may vary, based on requested increases, decreases or the exercise of the Guaranteed Purchase Option rider. The minimum Specified Amount remaining after a requested decrease is \$25,000.
 - i. Planned Periodic Premium
 - j. Payment frequency (Annual, Semi-Annual, Quarterly or Monthly)
 - k. Death Benefit Option – As elected on the application. The three options offered are:
 - i. Option A – Level
 - ii. Option B - Increasing (Specified Amount plus Accumulation Value)
 - iii. Option C - Increasing (Specified Amount plus Premiums Paid less Partial Surrenders.
 - l. Monthly No-Lapse Premium Amount – This amount may change as the result of a requested increase in the Specified Amount.
 - m. Issue State
 - n. Issue State's DOI Toll-Free Telephone number, as required by IIPRC Standards.
2. Additional Riders and Endorsements – The optional riders are listed in variable brackets, and include the following information:
 - a. Aviation Exclusion Endorsement – Offered at no cost, to improve Insured's premium class rating, at the option of the Owner.
 - b. Accidental Death Benefit Rider – Optional Accidental Death Benefit Amount, cost based on amount and age, and expiration date (Insured's Age 65.)
 - c. Guaranteed Purchase Option Rider – Amounts optional, from \$5,000 to \$50,000; the cost will vary according to the optional amount purchased; expiration date (Insured's age 40.)
 - d. Child Term Insurance Rider – Child coverage amounts optional; cost will vary (\$8.00 per \$1,000 of coverage); expiration date (Insured's age 100)
 - e. Primary Insured Rider – The coverage amount is optional, with a minimum amount of \$25,000; cost is based on amount, premium class and age at issue; and expiration date (Insured's age 100).
 - f. Additional Insured Rider – The coverage amount is optional, with a minimum amount of \$25,000; cost is based on amount, premium class and age of Additional Insured at issue; expiration date (Insured's age 100).
 - g. Waiver of Monthly Deductions Rider – Cost of insurance is based on appropriate waiver percentage and the no-lapse premium amount; expiration at Insured's age 60.
 - h. Lifetime Membership Benefit Endorsement – Provided at no cost. This will provide a Basic Lifetime Membership in American Automobile Association (AAA) to the surviving spouse, as defined in the endorsement.

STATEMENT OF VARIABILITY (Continued)

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

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

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

AAA LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY
Form UL-4601 – FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY
SCHEDULE OF BENEFITS AND PREMIUMS

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

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

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

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