

SERFF Tracking Number: AAAL-127831325 State: Arkansas
 Filing Company: AAA Life Insurance Company State Tracking Number:
 Company Tracking Number: GT05YR - GROUP TERM 5 YR
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -
 Fixed/Indeterminate Premium
 Product Name: Group Term Life Master Policy and Certificate - 5 YR
 Project Name/Number: Group Term Life Master Policy and Certificate - 5 YR/GT05YR - Group Term 5 YR

Filing at a Glance

Company: AAA Life Insurance Company

Product Name: Group Term Life Master Policy and Certificate - 5 YR SERFF Tr Num: AAAL-127831325 State: Arkansas

TOI: L04G Group Life - Term

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

Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Co Tr Num: GT05YR - GROUP TERM 5 YR

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Judy Lucas, Victoria Windham, Tamara Thompson

Disposition Date: 02/13/2012

Date Submitted: 02/02/2012

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Group Term Life Master Policy and Certificate - 5 YR

Status of Filing in Domicile: Not Filed

Project Number: GT05YR - Group Term 5 YR

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments: The Certificate will be filed in Michigan pending approval in your state.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Group Market Type: Association, Trust

Overall Rate Impact:

Filing Status Changed: 02/13/2012

State Status Changed: 02/13/2012

Deemer Date:

Created By: Victoria Windham

Submitted By: Victoria Windham

Corresponding Filing Tracking Number:

Filing Description:

Please refer to our Cover Letter for a complete filing description

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Company and Contact

Filing Contact Information

Victoria Windham, Compliance Specialist VWindham@aaalife.com
 17900 N. Laurel Park Drive 800-624-1662 [Phone] 2075 [Ext]
 Livonia, MI 48152-3985 734-805-6282 [FAX]

Filing Company Information

AAA Life Insurance Company CoCode: 71854 State of Domicile: Michigan
 17900 N. Laurel Park Drive Group Code: Company Type:
 Livonia, MI 48152-3985 Group Name: State ID Number:
 (800) 624-1662 ext. 2942[Phone] FEIN Number: 52-0891929

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 per filing
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AAA Life Insurance Company	\$50.00	02/02/2012	56023835

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	02/13/2012	02/13/2012

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	02/07/2012	02/07/2012	Judy Lucas	02/10/2012	02/10/2012

SERFF Tracking Number: AAAL-127831325 *State:* Arkansas
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Disposition

Disposition Date: 02/13/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Actuarial Memos		No
Supporting Document	Trust Documentation		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Certification - Rule & Regulation 19		Yes
Form (<i>revised</i>)	Group Term Life Insurance Certificate		Yes
Form	Group Term Life Insurance Certificate		Yes
Form	Application Group Term		Yes
Form	Lifetime Membership Endorsement		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/07/2012
Submitted Date 02/07/2012
Respond By Date 03/07/2012

Dear Victoria Windham,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please assure us that you are in compliance.

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

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
 Response Letter Date 02/10/2012
 Submitted Date 02/10/2012

Dear Linda Bird,

Comments:

Thank you for your continued review

Response 1

Comments: We comply with 23-79-138 in that, the complete address of the company and telephone number are located on the cover page of the attached certificate. We have also updated the Certificate to include the Arkansas Department of Insurance toll-free number.

A certification for rule and regulation 19 is attached.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please assure us that you are in compliance.

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

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification - Rule & Regulation 19

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
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<i>SERFF Tracking Number:</i>	AAAL-127831325	<i>State:</i>	Arkansas
<i>Filing Company:</i>	AAA Life Insurance Company	<i>State Tracking Number:</i>	
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Group Term Life	GT05YRC	Certificate	Initial
Insurance Certificate	ERTAR		48.600
			GT05YRC
			ERTAR -
			Group
			Term cert
			-
			FINAL.pdf

Previous Version

Group Term Life	GT05YRC	Certificate	Initial	48.600	GT05YRC
Insurance Certificate	ERT				ERT -
					Group
					Term cert
					- FINAL
					12.16.201
					1.pdf

No Rate/Rule Schedule items changed.

Thank you again for your continued review.

Judy Lucas

Sincerely,

Judy Lucas, Tamara Thompson, Victoria Windham

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Form Schedule

Lead Form Number: GT05YR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GT05YRCE RTAR	Certificate	Group Term Life Insurance Certificate	Initial		48.600	GT05YRCER TAR - Group Term cert - FINAL.pdf
	GT05YRAP P	Application/ Enrollment Form	Application Group Term	Initial			GT05YRAPP- FINAL 11.28.2011.pdf
	GT- 1210LMBC ERT	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Lifetime Membership Endorsement	Initial			GT- 1210LMBC RT - Lifetime Membership Benefit Endorsement. pdf



AAA Life Insurance Company
Home Office:
[17900 N. Laurel Park Dr., Livonia, Michigan 48152]
[Website: www.aalife.com]

Group Policy # GT05YR

PLEASE READ YOUR CERTIFICATE CAREFULLY. This Certificate is a legal contract between You and Us. We issue it in exchange for Your Application and payment of premium.

This Certificate is issued to You as evidence of coverage under the Group Policy. We agree to pay the benefits provided by the terms of the Group Policy, which are summarized in this Certificate. If there is a discrepancy between this Certificate and the Group Policy, the terms and conditions of the Group Policy will govern.

IMPORTANT

YOU HAVE PURCHASED LIFE INSURANCE. PLEASE REVIEW IT CAREFULLY FOR LIMITATIONS.

THIS CERTIFICATE MAY BE RETURNED WITHIN 31 DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL REFUND BY RETURNING IT TO THE COMPANY.

If You return the Certificate within the above 31 day period, it will be considered void from the start and We will refund, within ten (10) days of its return, all premiums paid.

As evidence of this agreement, this Certificate is signed by Officers of AAA Life Insurance Company at its Home Office in Livonia, Michigan.



Harold W. Huffstetler, Jr.,
President



Diane L. Coudurier,
Vice President & Secretary

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

GROUP TERM LIFE INSURANCE CERTIFICATE
Offered Exclusively for Members of the American Automobile Association
Non-Participating – Not Eligible for Dividends

INDEX

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

Certificate of Group Term Life Insurance Schedule of Benefits and Premiums

Policyholder: [BankNewport, as Trustee for the AAA Group Insurance Trust, Newport, Rhode Island]

Insured: [John Doe] **Certificate Number** [xxxxxxxxxx]

Effective Date: [November 15, 2011]

Issue Age: [42] **Date of Birth:** [07/01/1969]

Sex: [Male] **Issue State:** [RI]

Premium Class: [Non-Nicotine] **Total Initial Annual Premium:** [\$511.85*]

Premium Frequency Mode: [Monthly Direct Billing] **Total Initial Modal Premium:** [\$45.66*]

Conversion Age: To the Insured's Attained Age 65. No conversions will be allowed once the insured reaches age 65 or on those certificates issued on or after age 65.

Alabama Insurance Department Toll-Free Number: [800-282-9134]

An administrative fee of [\$3.00/month] will be added for Direct [Monthly] Billing.

<u>Benefit Type</u>	<u>Benefit Amount</u>	<u>Annual Premium</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Base Term Life Insurance	[\$100,000]	[\$239.88]	[November 15, 2011]	[November 15, 2049]

Riders and Endorsements

[Accelerated Death Benefit Endorsement]		No charge	[November 15, 2011]	[November 15, 2049]
[Lifetime Membership Benefit Endorsement for Surviving Spouse]		No charge	[November 15, 2011]	[November 15, 2049]
[Accidental Death Benefit Rider]	[\$50,000]	[\$75.00]	[November 15, 2011]	[November 15, 2034]
[Daily Benefit Rider]	[\$200/Day]	[\$32.00]	[November 15, 2011]	[November 15, 2034]
[Child Rider]	[10] Units	[\$80.00]	[November 15, 2011]	[November 15, 2049]
[Travel Accident Rider]	[\$50,000]	[\$33.00]	[November 15, 2011]	[November 15, 2049]
[Disability Waiver of Premium Rider]		[\$51.97]	[November 15, 2011]	[November 15, 2029]

Coverage is renewable annually, but not beyond the Expiration Date. Expiration Dates shown are contingent upon this Certificate and Group Policy continuing in force.

*The Total premium shown includes the Base Term Life Insurance premium for Your Attained Age, and the premium for any Riders attached hereto.

Print Date: [November 10, 2011]

Schedule of Benefits and Premiums (Continued)

Insured: [John Doe]
Base Term Life Insurance: [\$100,000]

Certificate Number [xxxxxxxxx]

Attained Age	Annual Base Term Life Premium*	Annual Total Premium		Attained Age	Annual Base Term Life Premium	Annual Total Premium
[42]	[\$239.88]	[\$511.85]		[61]	[\$935.88]	[\$1,155.88]
[43]	[\$239.88]	[\$511.85]		[62]	[\$1,391.88]	[\$1,611.88]
[44]	[\$239.88]	[\$511.85]		[63]	[\$1,391.88]	[\$1,611.88]
[45]	[\$239.88]	[\$541.28]		[64]	[\$1,391.88]	[\$1,611.88]
[46]	[\$239.88]	[\$541.28]		[65]	[\$1,391.88]	[\$1,504.88]
[47]	[\$359.88]	[\$682.52]		[66]	[\$1,391.88]	[\$1,504.88]
[48]	[\$359.88]	[\$682.52]		[67]	[\$2,183.88]	[\$2,296.88]
[49]	[\$359.88]	[\$682.52]		[68]	[\$2,183.88]	[\$2,296.88]
[50]	[\$359.88]	[\$736.45]		[69]	[\$2,183.88]	[\$2,296.88]
[51]	[\$359.88]	[\$736.45]		[70]	[\$2,183.88]	[\$2,296.88]
[52]	[\$599.88]	[\$1,041.25]		[71]	[\$2,183.88]	[\$2,296.88]
[53]	[\$599.88]	[\$1,041.25]		[72]	[\$3,431.88]	[\$3,544.88]
[54]	[\$599.88]	[\$1,041.25]		[73]	[\$3,431.88]	[\$3,544.88]
[55]	[\$599.88]	[\$1,074.04]		[74]	[\$3,431.88]	[\$3,544.88]
[56]	[\$599.88]	[\$1,074.04]		[75]	[\$3,431.88]	[\$3,544.88]
[57]	[\$935.88]	[\$1,514.20]		[76]	[\$3,431.88]	[\$3,544.88]
[58]	[\$935.88]	[\$1,514.20]		[77]	[\$6,011.88]	[\$6,124.88]
[59]	[\$935.88]	[\$1,514.20]		[78]	[\$6,011.88]	[\$6,124.88]
[60]	[\$935.88]	[\$1,155.88]		[79]	[\$6,011.88]	[\$6,124.88]

* Base Term Life Premium is guaranteed for the first five (5) certificate years. Please refer to the Premium Payment Provision on page 5 for further information.

Print Date: [November 10, 2011]

PART I - DEFINITIONS

Attained Age

means Your age on the most recent Renewal Date. Your Attained Age is Your issue age during the first year of coverage under this Certificate.

Beneficiary

means the entity, person or people You named in Your application to receive benefits under this Certificate. If You later change the Beneficiary designation, then the person or people you name through the Beneficiary change request process will receive the benefits.

Effective Date

means the date when the Certificate is effective as shown on the Schedule of Benefits and Premium Page (Schedule Page). We use the Effective Date to determine Renewal Dates. The Effective Date is the date We will use to measure the time periods contained in the Suicide and Incontestability provisions.

Eligible Member (Member)

means, on the Effective Date, a person who is a member in good standing of the American Automobile Association.

Eligible Spouse (Spouse)

means on the Effective Date, the legal Spouse of a Member. If the state law where the Certificate is issued permits, Eligible Spouse also means the Registered Domestic Partner (RDP) or Civil Union Partner (CUP) of a Member, or a party to a domestic partnership between the Member and one other adult.

Evidence of Insurability

means proof satisfactory to Us that an Insured is an acceptable risk under the Group Policy.

Group Policy

means the Group Term Life Insurance Policy bearing the number GT05YR that We issued to the Policyholder. It includes any Riders or Endorsements attached to it.

Home Office

means the main administrative office of AAA Life Insurance Company located at [17900 N. Laurel Park Dr., Livonia, Michigan 48152.]

Insured

means a Member or Spouse whose name appears on the Schedule Page, who is insured under the Group Policy, and any Riders or Endorsements the Member or Spouse purchases.

Notice

is a communication provided/made to Our Home Office that We find satisfactory.

Officer of the Company

means the President, a Vice President or Secretary of AAA Life Insurance Company.

Policyholder

means the Policyholder named on the Schedule Page.

We, Our, and Us

means AAA Life Insurance Company.

You and Your

means the person insured by this Certificate as named on the Schedule Page.

PART II - INSURANCE PROVISIONS

Effective Date of Insurance

This Certificate becomes effective when the following conditions are met:

1. You submit a complete, signed written application;
2. We receive the application;
3. We approve Your application or any other required Evidence of Insurability;
4. There has been no change to Your health from the application date to the Effective Date; **AND**
5. We receive and deposit Your first Total Initial Modal Premium.

This Certificate is void and there is no coverage if You are not living on the Effective Date.

Benefits

Your benefit amount is shown on the Schedule Page. We will pay this benefit amount, upon Your death, to Your Beneficiaries while this Certificate and the Group Policy are in force. We will not pay the benefit amount unless We receive proof of Your death as described in PART VI – CLAIMS AND BENEFIT PAYMENTS .

The benefit amount We pay to your Beneficiaries will be reduced if We paid any benefits under any Accelerated Death Benefit Endorsement.

We will pay benefits under any riders or endorsements according to the terms of the rider or endorsement.

The Schedule Page shows:

1. The Effective Date of the Certificate and the benefit amount.
2. The Effective Date of any endorsements or riders attached to this Certificate.
3. The premium required to keep this Certificate in force.

We will provide You with a replacement Schedule Page whenever any information on the Schedule Page changes. The changed information will be shown on the replacement Schedule Page and will apply as of the effective date of the change.

Premium Payment

The first premium due is the Total Initial Modal Premium shown on the Schedule Page. This premium is due on or before the Effective Date. There is no Grace Period for the Total Initial Modal Premium. Coverage is not effective until We receive and deposit Your first Total Initial Modal Premium.

You must pay all subsequent premiums on or before the premium due date, or within the 31 day grace period. We will consider the premium paid when We receive and deposit Your premium payment at Our Home Office.

We guarantee that Your premium rates will not change for five years from the Effective Date. After that date, We may adjust premiums. Any change We make in the premium rates will apply to all Insureds of the same issue age, gender, premium class, insurance amount, and year of issue.

You will be given at least 45 days advance written Notice of any change in premium rates.

Premiums are due and payable as shown on the Schedule Page. Premium charges and refunds are based on full policy months. No adjustments will be made for a period of less than one policy month.

If We have not been notified within 31 days of the date Your coverage has terminated, We will not be required to refund any premiums for a period of more than one policy month after We receive such notification.

PART III - GENERAL PROVISIONS

Suicide Limitation

If You die by suicide, while sane or insane, within 2 years of the Effective Date, Our liability will be limited to a refund of the premiums paid. If this Certificate is reinstated, this Suicide Limitation will be in effect for two years from the reinstatement date.

Incontestability

Except for non-payment of premiums, We will not contest the validity of Your insurance after it has been in force for a period of 2 years from the Effective Date or the reinstatement date.

We will not use any statements You make on the application or reinstatement application to contest a claim **unless**:

1. You die within 2 years of the Effective Date or reinstatement date; and
2. Any answer, representation or acknowledgment You make on the application for insurance or reinstatement application was not true and/or complete; and/or
3. There was a change in health between the application date and the Certificate Effective Date; and
4. If We had known the correct facts, We would not have issued or reinstated the Certificate, or the Certificate would not have been issued in its present form for the amount of insurance and/or the premium rate.

During the first 2 years following the Certificate Effective Date or any reinstatement date, We have the right to rescind coverage under the certificate while You are living if the above conditions would allow Us to contest a claim if You died.

Entire Contract

This Certificate is issued to You because We approved Your application for insurance. This Certificate, Your Application along with any application documents, and any attached riders, endorsements or amendments, constitutes the entire contract between the You and Us. Only an Officer of the Company can change the terms of the Entire Contract, and then only in writing.

Statements

We consider all statements You make in the application or reinstatement application to be representations and not warranties, unless they are fraudulent. We will not use any statement You make to void coverage or reduce benefits unless:

1. It is in writing; and
2. A copy is attached to this Certificate.

Assignment

You may assign Your Certificate. Assignment of this Certificate 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 Insured and any revocable Beneficiary are transferred to the assignee. If the assignment is collateral, rights are transferred only to the extent of the assignee's interest. Any assignment will have to be agreed to by any irrevocable Beneficiary.

Misstatement of Age or Gender

If You misstate Your birthdate or gender, We will use Your corrected date of birth or gender as of the date of application to determine:

1. The Effective, Renewal, or Expiration Dates of any benefits provided under this Certificate;
2. The amount of insurance; and
3. Any other rights or benefits under the Certificate.

If You misstate Your birthdate or gender, We will adjust the amount of life insurance to be the amount that the premiums would have purchased using Your corrected age or gender, on the date of application.

If We would not have issued this Certificate based on Your correct age, coverage under this Certificate will be considered void from the start. We limit Our liability to a refund of Premiums paid.

Grace Period

We allow a 31 day Grace Period for all premiums due except the first premium. During the Grace Period the coverage will remain in force. If You do not pay the premium due by the end of the Grace Period, the coverage provided by the Certificate will lapse. All insurance ends when the Certificate lapses. However, if Your death occurs during the Grace Period, We will consider the Certificate to be in force; We will deduct any unpaid premium due from the benefit amount otherwise payable.

Reinstatement of Insurance

If We terminate insurance for non-payment of premium, You may reinstate coverage within 90 days following the last unpaid premium due date. You must pay all overdue premiums and provide Us with satisfactory Evidence of Insurability. We will not cover any loss under the reinstated Certificate that occurred during the lapse period. If You converted Your coverage to an individual policy of permanent insurance under the Conversion Privilege, You may not reinstate Your coverage under this Certificate

PART IV - TERMINATION OF INSURANCE

Your coverage under this Certificate will terminate on the earliest of the following dates:

1. The Expiration Date as shown on the Schedule Page;
2. The date You die;
3. The date You make a request to Us to cancel Your coverage under this Certificate;
4. The end of the last period for which You paid premiums;
5. The date the Insured is no longer covered by the Group Policy;
6. The coverage under this Certificate is converted;
7. Coverage under this Certificate is rescinded.

PART V - BENEFICIARY

You may name one or more Beneficiaries to receive the benefits payable under the Certificate upon Your death.

During Your lifetime You may change the Beneficiary if:

1. You give us a signed, dated, written request; and
2. We approve and record the change at Our Home Office; and
3. We have the Beneficiary's written consent, if he/she is an irrevocable Beneficiary.

No change will take effect until We have recorded the request at Our Home Office. Once recorded (even if You have then died), the change will take effect on the date You signed the request. We may require that You send us Your Certificate so We can record the change. Until all requirements are met to change a Beneficiary designation, We will pay any valid claims to the Beneficiaries then on file.

PART VI – CLAIMS AND BENEFIT PAYMENTS**Payment of Claims**

We will pay death benefits according to the Beneficiary designation in effect at time of payment. We will pay all other benefits directly to You.

Notice of Claim

You or Your Beneficiaries must give us Notice of Claim within 30 days after a covered loss occurs, or as soon after that as reasonably possible. The Notice must be given to Our Home Office. Our mailing address for Notice of Claim is shown on the first page of this Certificate. The Notice should include the Insured's name and the Certificate Number.

Claim Forms

When We receive a Notice of Claim, We will furnish to the claimant Our normal forms for filing Written Proofs of Loss. If We do not furnish those forms within 15 days after We receive the Notice, the claimant may submit Written Proof of Loss. .

Written Proof of Loss

We request Written Proof of Loss, satisfactory to Us, at Our Home Office within 90 days after the date the loss occurs. If it was not reasonably possible to give Us Written Proof of Loss within 90 days We will not reduce or deny a claim for this reason, provided the Written Proof of Loss was submitted as soon as reasonably possible. However, in no event, except in the absence of legal capacity, will benefits be paid if Written Proof of Loss is not submitted within 1 year from the date the loss occurs. Written Proof of Loss includes, but is not limited to, a Death Certificate, if applicable, and a description of the occurrence, extent and character of the loss for which a claim is made

Timely Payment of Claims

We will pay Claims for benefits provided under this Certificate within 60 days of the date We receive:

1. Written Proof of Loss; **and**
2. All documents necessary to determine liability and to evaluate the claim, which We deem satisfactory.

Payment of Death Benefit Proceeds

Unless restricted by law, We will pay the benefit proceeds due upon Your death as follows:

1. If You have named one or more Beneficiaries, the benefit proceeds will be paid to the surviving Beneficiary or Beneficiaries in equal shares, unless otherwise stated by You; or
2. If You have not named a Beneficiary, or if no named Beneficiary survives You, the benefit will be paid in the following order:
 - a. Your Spouse;
 - b. If Your Spouse is not living, We will pay the benefits in equal shares to Your children;
 - c. If neither Your Spouse nor Your children are living, We will pay benefits in equal shares to Your parents;
 - d. If neither Your Spouse, nor Your children, nor Your parents are living, We will pay benefits to Your estate.
3. If any benefit is payable to Your estate or to a Beneficiary who is a minor or otherwise not competent to give a valid release, We may pay an amount up to \$250 to any relative by blood or marriage whom We consider to be equitably entitled. If We make such a payment in good faith, We will not be liable for the amount paid.

We will add Interest, as required by law, to the death benefit payable.

Physical Examination and Autopsy

We shall have the right, at Our expense, to examine the person for whom a claim is made under this Certificate when and as often as it may reasonably require during the pendency of a claim, We also have the right to request that an autopsy be performed in case of death where it is not forbidden by law.

Legal Actions

No claimant may take Legal Action to receive benefits until 60 days after the date Written Proof of Loss was submitted. No claimant may take Legal Action after the expiration of the applicable statute of limitations.

Benefit Payment Options

We will pay any amount payable under the Certificate in settlement of a claim in one lump sum, or any payment option mutually agreed upon by the claimant and Us.

PART VII - CONVERSION PRIVILEGE**Eligibility**

You are entitled to convert the life insurance provided under this Certificate to a permanent policy of life insurance. You may convert the coverage under this Certificate upon termination of Your insurance due to:

1. cancellation of the Group Policy; or
2. the end of the last period for which premiums have been paid, but before the Conversion Age shown on the Schedule Page.

Conversion Upon Termination of Group Policy

If the Group Policy is terminated or is amended so that any class of insureds are terminated, every affected insured person is entitled to have Us issue an individual life policy as discussed in The Converted Policy section. You have a 31 day period from the date of the termination or amendment date to convert.

If You die during the 31 day conversion period, whether or not You have submitted an application for conversion, We will pay Your Beneficiary the benefit amount that was in force before the Group Policy terminated. If You applied for a converted policy during the 31 day conversion period, whether or not it was issued, the converted policy will be null and void. We will pay the death claim for the benefit amount that was in force prior to the termination of the Certificate. We will return any premium paid for the converted policy to the Beneficiary as part of the death claim.

Conversion Upon Termination of Coverage

Other than Conversions Upon Termination of Group Policy, conversion to an individual policy of permanent insurance is subject to the following conditions:

1. Premiums are not being waived under any disability waiver of premium benefit, if available; **and**
2. The Certificate is not in the Grace Period;

To qualify for a converted policy, the Insured must submit a written conversion request to Us prior to the start of the Grace Period. The first premium on the converted policy is due within 31 days.

The Converted Policy

You may convert the insurance under this Certificate to an individual permanent life insurance policy, that We offer for conversion purposes when You make the election. We do not allow conversion to another term insurance policy.

You may convert any amount of coverage up to the amount of life insurance in force on Your life on the conversion date, subject to Our minimum policy amount requirements. The premium rate for the converted policy will be the premium rate for the amount and type of policy at Your age, gender, and premium class as of the effective date of the converted policy.

Terms that Apply to Converted Policies

1. The effective date of the new policy will be the date of the conversion;
2. A new suicide and contestability period will not apply to benefits converted from this Certificate to the new policy; the suicide and contestability period under the new policy will be measured from the Effective Date of this Certificate;
3. Any riders and/or endorsements will be issued with the new certificate only with Our consent. They will be subject to Our requirements.
4. We have the right deny a request to provide any Additional benefits if Your request does not meet Our requirements.



(A Stock Company)

**Mailing Address:
[17900 N. Laurel Park Dr. Livonia, MI 48152
(800) 624-1662]**

[Website: www.aalife.com]

CERTIFICATE OF GROUP TERM LIFE INSURANCE

**Offered Exclusively for Members of the American Automobile Association
Non-Participating – Not Eligible for Dividends**



GROUP 5-YEAR LEVEL TERM LIFE INSURANCE APPLICATION

FPO
barcode

How to apply: Complete this form in ink and PRINT clearly. All sections must be completed to process your application. Return in the postage-free envelope. AAA members and their spouses may apply (even if the spouse is not a AAA member). Spouse includes Registered Domestic Partner, Civil Union Partner, or party to a domestic partnership between two adults, as recognized by state law. Remember – you have 31 days to review your Certificate of Insurance when it arrives. **Questions? Call TOLL-FREE 1-800-974-1713.**

It's as easy as 1-2-3!

Master Policy GT05YR

Club Code # - Membership #
Keycode # - Finder #

PLEASE REPLY WITHIN 10 DAYS

1 Member Information

Q-Code=XXX
Joe Smith
Suite 100
12345 Newburgh Road
Livonia, Michigan 48152

Member Coverage Amount Desired:

\$200,000 \$100,000 \$50,000 \$25,000

Gender Male Female

Date of Birth / / (Must be age 18-69 to apply.)

Social Security Number / /

Place of Birth

Height ft. in. Weight lbs.

Telephone Number ()

E-Mail Address

Beneficiary Name Relationship

2 Spouse Information (if applying)

Name First Middle Initial Last

Home Address
City State Zip

Telephone Number ()

E-Mail Address

Are you a AAA member or spouse of a member? Yes No

Spouse Coverage Amount Desired:

\$200,000 \$100,000 \$50,000 \$25,000

Gender Male Female

Date of Birth / / (Must be age 18-69 to apply.)

Social Security Number / /

Place of Birth

Height ft. in. Weight lbs.

Beneficiary Name Relationship

3 Select Any Optional Riders for Member

- Disability Waiver of Premium Rider
- Accidental Death Rider
- Child Rider
- Daily Benefit Rider – Daily Benefit Amount:
 \$100 \$200 \$300 \$400 \$500 \$600
- Travel Accident Rider

Select Any Optional Riders for Spouse

- Disability Waiver of Premium Rider
- Accidental Death Rider
- Child Rider
- Daily Benefit Rider – Daily Benefit Amount:
 \$100 \$200 \$300 \$400 \$500 \$600
- Travel Accident Rider

4 Complete All Questions – for each person applying

1. In the past 12 months have you used nicotine in any form?
- In the past 5 years, have you been:**
2. Convicted of a felony, DUI, or had your license suspended or revoked?
3. Diagnosed, treated, or advised to seek treatment for alcohol or substance abuse?
4. Advised to have any surgery, treatment, follow-up test, hospital care, or medical investigations that are still pending for any abnormalities?
- In the past 10 years, have you been diagnosed or treated by a member of the medical profession for:**
5. Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or Human Immunodeficiency Virus (HIV) infection?
6. Paralysis, insulin dependent diabetes, lupus, Amyotrophic Lateral Sclerosis (ALS), multiple sclerosis, bipolar disorder, schizophrenia, major depression, stroke, heart or circulatory disorder, cancer, or tumor? (Answer **NO** if you **ONLY** have high blood pressure, or basal or squamous cell skin cancer.)
7. Chronic kidney disease, cirrhosis, hepatitis C, blood disorders including leukemia, any central nervous disorder including epilepsy, or lung disorders? (Answer **NO** if you **ONLY** have asthma or bronchitis.)
- Will this certificate, if issued, replace any life insurance or annuity now in force?
- (If "Yes," please list name of company and policy number of policy to be replaced.)

MEMBER		SPOUSE	
Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Company/Policy # (Member) _____ Company/Policy # (Spouse) _____

5 Payment Method - SEND NO MONEY NOW, but please give us your payment choice. Absolutely no obligation.

Select one payment option

I authorize, until I revoke in writing, deduction of the **monthly premium** from my checking account. (Please attach a void check if you select this option.)

I authorize, until I revoke in writing, the payment of the **monthly premium** from my credit card account. (VISA, MasterCard, Discover, or AmEx only.)

Credit Card Number: □□□□ □□□□ □□□□ □□□□ Expiration Date: □□/□□

● Please print name as it appears on checking account or credit card: _____

I would like to be billed directly. Choose one: Annually Semi-Annually Quarterly Monthly **(\$3 fee per direct monthly billing.)**

6 Please Read, Sign, and Date

All answers in this application and any questionnaire completed in connection with this application are, to the best of my knowledge and belief, true. I understand the answers will be used to determine if coverage will be issued, and will be part of the Certificate. • If I misstate any of the information above, the Certificate may be voidable from inception by AAA Life Insurance Company. • Coverage will take effect on the Effective Date shown on the Certificate of Insurance; provided the first premium has been received and deposited by AAA Life Insurance Company (or the Company) and there has been no change in my health since the date of the application. If my health changes prior to the Effective Date of the Certificate, I must inform the Company in writing. • To determine eligibility for insurance benefits, I authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy, pharmacy benefit manager or other medical-related facility, insurance company, the Medical Information Bureau (MIB) or other organization that has any records or knowledge of medical or prescription history about me to give any such information to AAA Life Insurance Company, its reinsurer(s) or any agency employed by the Company to collect and transmit such information. • The Company will not use or disclose medical information for any purposes other than stated above except as

may be required by law. Such medical information may be subject to redisclosure and may no longer be protected by federal privacy regulations.

• This authorization shall be valid for 24 months from the date signed. A copy of this authorization will be as valid as the original. • I understand I, or my representative, have a right to a copy of this authorization. • I have the right to revoke this authorization in writing to the Company; however if I do, the Company may decline my application. • I further acknowledge receiving the "NOTIFICATION" regarding the MIB. • **Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

X _____ / /
Member Signature (required if applying) Date Signed (required)

X _____ / /
Spouse Signature (required if applying) Date Signed (required)



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

LIFETIME MEMBERSHIP BENEFIT ENDORSEMENT FOR SURVIVING SPOUSE

This Endorsement is part of the Certificate. It is in effect only while the Certificate and Group Policy remain in effect. The Effective Date is shown on the Schedule Page.

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 Certificate 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 Certificate's Effective Date.

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


Harold W. Huffstetler, Jr., President


Robert J. Dotson, Secretary

SERFF Tracking Number: AAAL-127831325 State: Arkansas
 Filing Company: AAA Life Insurance Company State Tracking Number:
 Company Tracking Number: GT05YR - GROUP TERM 5 YR
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -
 Fixed/Indeterminate Premium
 Product Name: Group Term Life Master Policy and Certificate - 5 YR
 Project Name/Number: Group Term Life Master Policy and Certificate - 5 YR/GT05YR - Group Term 5 YR

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: Readability Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: We have attached a new applicaation and its form number under the Form Schedule tab.		

	Item Status:	Status Date:
Satisfied - Item: Actuarial Memos		
Comments:		
Attachments: Direct Term Memorandum.pdf Premiums to File.pdf		

	Item Status:	Status Date:
Satisfied - Item: Trust Documentation		
Comments:		
Attachments: A and R Trust.pdf Rhode Island Approval - AAAL-127820811.pdf		

	Item Status:	Status Date:
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SERFF Tracking Number: AAAL-127831325 State: Arkansas
Filing Company: AAA Life Insurance Company State Tracking Number:
Company Tracking Number: GT05YR - GROUP TERM 5 YR
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -
Fixed/Indeterminate Premium

Product Name: Group Term Life Master Policy and Certificate - 5 YR
Project Name/Number: Group Term Life Master Policy and Certificate - 5 YR/GT05YR - Group Term 5 YR

Satisfied - Item: Statement of Variability

Comments:

Attachments:

Statement of Variability - Application - FINAL.pdf
Statement of Variability - Certificate.pdf
Statement of Variability - LPMB - Certificate.pdf

Item Status: **Status**
Date:

Satisfied - Item: Cover Letter

Comments:

Attachment:

Cover Letter.pdf

Item Status: **Status**
Date:

Satisfied - Item: Certification - Rule & Regulation 19

Comments:

Attachment:

Certification of Compliance - R & R 19.pdf

READABILITY CERTIFICATION

COMPANY NAME: AAA Life Insurance Company

I hereby certify that the form listed below has the following score as calculated by the Flesch Reading Ease Test.

Form Number	Score
GT05YRCERT	48.6



Company Officer: Robert J Dotson

Title: Secretary and General Counsel

December 1, 2011

Date

Amended and Restated Trust for The AAA Group Insurance Trust

THIS TRUST AGREEMENT, entered into as of this **1st** day of **February, 2003**, by and between **AAA Life Insurance Company** a corporation with its Executive office located in the State of Michigan and established in the city of Livonia in said state (which with any successor or successors thereto is hereinafter referred to as the "Settlor") and **Bank of Newport**, a Rhode Island financial institution organized under the laws of the State of Rhode Island and established in the city of Newport (which, with any successor or successors thereto is hereinafter referred to as the "Trustee"), is made for the purpose of amending and restating in its entirety that certain Trust Agreement between AAA Life Insurance Company dated October 22, 1990 and Signet Bank, N.A., which created a trust to hold group insurance contracts (hereinafter, together with any riders, endorsements or amendments thereto, referred to as the "Contracts") issued to the Trustee in accordance with the applicable provision of the laws regulating the business of insurance for the benefit of certain persons who participate under the Contracts issued to the Trustee. The trust is entitled The AAA Group Insurance Trust (hereinafter referred to as the "Trust").

In consideration of the mutual covenants and agreements herein, it is hereby agreed as follows:

1. THE TRUST FUND - The Trust Fund shall consist of the insurance Contracts issued to the Trustee and any cash received by the Trustee for purposes of the Trust. The Trustee will apply for such Contracts as are from time to time designated by the Settlor or Administrator in writing, to the extent such applications are required. The sole responsibility of the Trustee under the Contracts and under the terms of this Trust Agreement will be to hold the Contracts as Contractholder. As Contractholder, the Trustee will execute the Contracts if requested by the Settlor or Administrator to do so, and will upon the written direction of the Settlor or Administrator accept for addition to the Contracts and will execute in accordance with such direction any riders, endorsements or amendments to the Contracts as may be supplied to the Trustee by the Settlor or Administrator.

THE INSURANCE FUND - The Insurance Fund shall consist of the premiums paid by the participants or insureds to the Insurer or Administrator to purchase insurance under the Contracts. The Insurance Fund shall be part of the Trust Fund, but shall not be the responsibility of the Trustee to administer.

2. SOLE DUTY AND RESPONSIBILITY OF TRUSTEE - The Trustee will have no duties or responsibilities other than to be Contractholder of the Contracts as set forth in Section 1 of this Trust Agreement and shall have no responsibility whatsoever to exercise any rights or options under the Contracts except as directed in writing by the Settlor or Administrator. As Contractholder, the Trustee assumes no discretionary responsibilities and does not act as a fiduciary except with respect to exercising its duties as Contractholder. Without limiting the foregoing, it is specifically agreed that:

(a) No payments under the Contracts will be the responsibility of the Trustee or payable to the Trustee. Payments under the Contracts will be made to the insureds, beneficiaries or other persons entitled thereto under the Contracts. Any dividend shall be used to reduce premiums or shall be paid to the Participants or insureds by the insurance company issuing the Contract.

- (b) No person will have any financial interest in or claim against the Trust or the Trustee with respect to benefits payable under the Contracts or otherwise.
- (c) Neither the Trust nor the Trustee will be liable to any person for any action or failure to take action by the Settlor or Administrator.
- (d) The Trustee will not engage in marketing, solicitation, collection of premiums or dividends, benefit payment, record keeping or other administrative function.
- (e) The Trustee will have no investment powers or responsibilities or duty to preserve the assets of the Trust and will have no duty or responsibility to monitor or review the investment decisions or responsibilities, if any, of any person or organization with respect to this Trust.
- (f) The Trustee will not be liable for the form, genuineness, validity, sufficiency or effects of the Contracts, nor for any act of any person or persons that may render the Contracts null and void. The Trustee shall have no authority to determine what Contracts are held in the Trust or the terms of such Contracts or control over management or disposition of such Contracts.
- (g) The Trustee will not be liable for any delay in any payment under the Contracts resulting from any provision therein or otherwise nor should the Contracts lapse or otherwise will the Trustee be liable.
- (h) The Trustee will have no responsibility in connection with the execution or approval of any document (including any application) with respect to participation in the Contracts.
- (i) The Trustee shall not be required to undertake or defend any litigation which may arise by reason of the existence of the Contracts or this Agreement unless first satisfactorily indemnified in accordance with Section 7 of this Trust Agreement.

Nothing in this Section 2, however, will operate to reduce or avoid any liability of the Trust or Trustee for breach of the Trustee's duty to apply for and hold the Contracts, and to accept and execute certain documents, in accordance with Section 1 of this Trust Agreement.

3. TERMINATION OF TRUST; REPLACEMENT OF TRUSTEE - This Trust may be terminated by written notice from the Settlor to the Trustee. It may not be terminated by the Trustee without the written approval of the Settlor.

Whenever any insurance company issuing a Contract hereunder has terminated coverage under that Contract and there shall be fewer than twenty individual insureds covered under that Contract, this Trust shall terminate with respect to that Contract as of the next premium due date. The Trustee may resign its trusteeship at any time, upon not less than 30 days written notice to the Settlor, or upon the appointment of a successor trustee, whichever is sooner. The Settlor may remove the Trustee at any time upon not less than 30 days written notice to the Trustee. Upon such resignation or removal, the Settlor will appoint a successor trustee which will accept the trusteeship in writing. Should the trust be terminated or should the Trustee resign or be removed and no successor trustee has

been appointed within 30 days of the resignation or removal, the Trustee will immediately return the Contracts to the Settlor and will no longer be the Contractholder thereunder. Upon transfer and delivery of the Contracts to the successor trustee or the Settlor, the Trustee shall be fully released and discharged from all further obligations and liabilities hereunder, any successor trustee shall succeed to and be vested with all of the powers, rights, discretions, obligations and immunities conferred upon the Trustee.

No Trustee hereunder shall be obligated to review the acts, or failure to act, of any prior Trustee, nor shall any Trustee be liable for the acts, or failure to act, of any prior Trustee.

4. ADMINISTRATOR - The Settlor has appointed **AAA Life Insurance Company** as Administrator to administer the group insurance program of which the Trust is a part. The authority and responsibility of the Administrator shall be determined by agreement between the Settlor and the Administrator. The Trustee shall not be responsible in any way for the selection or continued retention of the Administrator, such selection and retention being entirely the responsibility of the Settlor.

5. RELIANCE BY TRUSTEE - The Trustee may rely upon any certificate, notice or direction purporting to have been signed by or on behalf of the Settlor or the Administrator which the Trustee reasonably believes to be genuine. The Settlor shall advise the Trustee of the person serving as the Administrator, and the Trustee may rely on such advice until it is specifically notified of a change by the Settlor. The Trustee shall not be bound by any notice or direction from the Settlor unless or until it shall have been received in writing at its office in Newport, Rhode Island. Notices or communications from the Trustee to the Settlor or the Administrator shall be sent to the address identified by the Settlor to the Trustee as the appropriate one for communications regarding the Trust.

6. TRUSTEE'S FEE AND EXPENSES - The Trustee may charge a reasonable fee for its services and shall be reimbursed for any expenses incurred by it. The Trustee may employ legal counsel of its own choosing and shall be reimbursed for the fees incurred. All such fees and expenses, including legal fees, shall be paid by the Administrator, or by the Settlor to the extent they are not paid by the Administrator.

7. INDEMNIFICATION OF TRUSTEE - The Trust and Trustee shall be indemnified, protected and held harmless by the Settlor against any and all costs, expenses, attorneys' fees, losses, judgments and liabilities of any nature arising out of any claim, demand or cause of action, whether asserted by the Trust or Trustee against another or by another against the Trust, the Trustee or anyone else, resulting from or in any manner related to the Trust or to the Trustee serving as or having served as Trustee of the Trust; provided however there shall be no indemnification with regard to the Trustee's gross negligence or willful misconduct. In addition, the Trustee shall be indemnified by the insurance company issuing any Contracts hereunder for all costs, expenses and liabilities, including attorneys' fees, incurred by the Trustee in the performance of its duties hereunder. It is the obligation of the Administrator to arrange for such indemnification of the Trustee.

8. ENTIRE AGREEMENT - This Trust Agreement represents the entire agreement between the Settlor and the Trustee. It may be amended or modified only by written agreement between the Settlor and Trustee.

9. **APPLICABLE LAW** - This Trust Agreement is delivered to and accepted by the Trustee in the State of Rhode Island and is in all respects to be governed by the laws of Rhode Island.

This Trust Agreement is duly executed by:

AAA Life Insurance Company
(Settlor)

BY: 

TITLE: Vice President - Secretary

AAA Life Insurance Company
(Administrator)

BY: 

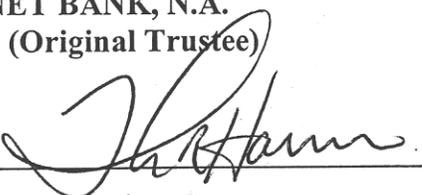
TITLE: Vice President - Secretary

AMERICAN AUTOMOBILE ASSOCIATION
(The Group)

BY: 

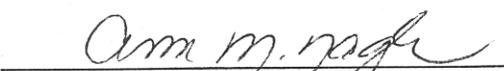
TITLE: Executive Vice President

SIGNET BANK, N.A.
(Original Trustee)

BY: 

TITLE: VP

BANK OF NEWPORT
(Trustee)

BY: 

TITLE: Vice President

3/26/03

SERFF Tracking Number: AAAL-127820811 State: Rhode Island
 Filing Company: AAA Life Insurance Company State Tracking Number:
 Company Tracking Number: GT05YR
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -
 Fixed/Indeterminate Premium
 Product Name: Group Term Life Master Policy and Certificate - 5 YR
 Project Name/Number: Group Term Life Master Policy and Certificate - 5 YR/GT05YR

Filing at a Glance

Company: AAA Life Insurance Company

Product Name: Group Term Life Master Policy and Certificate - 5 YR
 SERFF Tr Num: AAAL-127820811 State: Rhode Island

TOI: L04G Group Life - Term

SERFF Status: Closed-Approved

State Tr Num:

Sub-TOI: L04G.103 Renewable - Single Life -
 Fixed/Indeterminate Premium

Co Tr Num: GT05YR

State Status: Closed-Approved
 With Review

Filing Type: Form

Co Status:

Reviewer(s): Phil Sheridan, Sandra
 West

Authors: Judy Lucas, Victoria
 Windham, Tamara Thompson

Disposition Date: 01/30/2012

Date Submitted: 11/23/2011

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date: 01/30/2012

General Information

Project Name: Group Term Life Master Policy and Certificate - 5 YR

Status of Filing in Domicile: Pending

Project Number: GT05YR

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments: The Certificate will
 be filed in Michigan pending approval in your
 state

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Group Market Type: Association, Trust

Overall Rate Impact:

Filing Status Changed: 01/30/2012

Company Status Changed:

State Status Changed: 01/30/2012

Deemer Date:

Created By: Judy Lucas

Submitted By: Judy Lucas

Corresponding Filing Tracking Number:

Filing Description:

Please refer to our Cover Letter for a complete filing description

Company and Contact

Filing Contact Information

SERFF Tracking Number: AAAL-127820811 State: Rhode Island
 Filing Company: AAA Life Insurance Company State Tracking Number:
 Company Tracking Number: GT05YR
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -
 Fixed/Indeterminate Premium

Product Name: Group Term Life Master Policy and Certificate - 5 YR
 Project Name/Number: Group Term Life Master Policy and Certificate - 5 YR/GT05YR

Judy Lucas, Compliance Specialist III JALucas@aaalife.com
 17900 N. Laurel Park Dr. 734-779-2646 [Phone]
 Livonia, MI 48152 734-805-6282 [FAX]

Filing Company Information

AAA Life Insurance Company CoCode: 71854 State of Domicile: Michigan
 17900 N. Laurel Park Drive Group Code: Company Type:
 Livonia, MI 48152-3985 Group Name: State ID Number:
 (800) 624-1662 ext. 2942[Phone] FEIN Number: 52-0891929

Filing Fees

Fee Required? Yes
 Fee Amount: \$80.00
 Retaliatory? No
 Fee Explanation: 2 forms @ \$40.00
 Per Company: Yes

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AAA Life Insurance Company	\$80.00	11/23/2011	54037547

SERFF Tracking Number: AAAL-127820811 State: Rhode Island
 Filing Company: AAA Life Insurance Company State Tracking Number:
 Company Tracking Number: GT05YR
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -
 Fixed/Indeterminate Premium
 Product Name: Group Term Life Master Policy and Certificate - 5 YR
 Project Name/Number: Group Term Life Master Policy and Certificate - 5 YR/GT05YR

Form Schedule

Lead Form Number: GT05YR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GT05YR	Policy/Cont ract/Fratern al Certificate	Group Term Policy	Initial		46.100	GT05YR - Group Term Master Policy - FINAL.pdf
	GT05YRCE RT	Certificate	Group Term Certificate	Initial		48.600	GT05YRCERT - Group Term cert - FINAL 12.16.2011.pdf
	GT05APP	Application/ Enrollment Form	Certificate Application	Initial			GT05YRAPP-FINAL 11.28.2011.pdf
	GT05MAP P	Application/ Enrollment Form	Group Term Master Application	Initial			BankNewport GT05YR Application 1.30.2012.pdf
	GT-1210LMB	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Lifetime Membership Endorsement for Surviving Spouse	Initial			GT-1210LMB - Lifetime Membership Benefit Endorsement.pdf
	GT-1210LMBC ERT	Certificate Amendmen t, Insert	Lifetime Member Endorsement for Spouse - Certificate	Initial			GT-1210LMBC ERT - Lifetime

SERFF Tracking Number: AAAL-127820811 State: Rhode Island
Filing Company: AAA Life Insurance Company State Tracking Number:
Company Tracking Number: GT05YR
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life -
Fixed/Indeterminate Premium

Product Name: Group Term Life Master Policy and Certificate - 5 YR
Project Name/Number: Group Term Life Master Policy and Certificate - 5 YR/GT05YR

Page,
Endorseme
nt or Rider

Membership
Benefit
Endorsement.
pdf

**Statement of Variability – Application
GT05YRAPP**

Variable Data has been bracketed and the explanation of the bracketing appears below.

1. How to Apply is bracketed to allow us to change wording of instructions, or to accommodate any future change in the toll-free number. NOTE: The toll-free number at the bottom of the application is also bracketed.
2. “It’s as Easy as 1-2-3!” Is bracketed to allow this phrase may be deleted or replaced with a similar notation.
3. “Please Reply Within 10 Days” is bracketed to allow us to expand the response period, or rephrase (such as Please Respond Soon).
4. The Member Coverage Amount Desired is bracketed to allow us to change base amounts being offered.
5. The Spouse/Domestic Coverage Amount Desired is bracketed to allow us to change base amounts being offered.
6. Section 3 is bracketed to allow us to solicit our direct term life insurance product with no optional riders; or a combination of one or more optional riders at the time of original application. (May be shown as section C)
7. The Numbers for Section 4, 5, and 6 are bracketed to allow for the ease of renumbering and also for allowing the numbers to be presented as letters.
8. “Send No Money Now, but please give us your payment choice. Absolutely no obligation,” is bracketed to allow us to change the language should we require premium at time of application in the future.
9. The Payment section is bracketed to allow us the capabilities in the future to only offer certain methods of payment for the purposes of test marketing.
10. The \$3.00 fee for Direct Billing is bracketed to allow us the ease of changing the fee in the future.

GT05YRCERT – Direct Term Life Insurance Certificate
Statement of Variability

Page 1:

Our Address and Website are bracketed to allow variance if we move offices or if our website address changes.

The officers signatures are bracketed to allow variance should the officers leave the company.

The toll-free complaint number is bracketed to allow variance if the number changes.

Page 3:

The Group Policyholder is bracketed to allow variance if the trustee is changed, the name of the trustee is changed or their address.

The Insured name will be populated based on the applicant

The Certificate number will be populated based on the certificate number assigned by Us.

The Effective Date will be populated based on the effective date of the coverage as defined in the Certificate.

The Issue Age will be populated based on the issue age of the applicant.

The Date of Birth will be populated based on the date of birth in the application.

The Sex will be populated based on the application.

The Issue State will vary based one the state of issue.

The Premium classes will vary based on the underwriting guidelines.

The Total Initial Annual Premium will be calculated based on all riders selected by the Applicant, their premium class and the premium rate for that coverage.

The Premium Frequency Mode will be populated with either Annual, Semi-Annual, Quarterly, or Monthly.

The Total Initial Model Premium will be populated with the initial modal premium, depending on the underwriting approval of the insured and the modal frequency selected by the Insured.

The administrative fee of \$3.00 per Month is bracketed to allow us the flexibility to raise or lower the fee depending on business needs. Notification will be sent to the client if we raise the administrative fee.

The method of payment for direct billing (monthly) is bracketed to allow us the flexible to charge an administrative fee on different billing methods in the future.

The Benefit Amount for the Base Term Life Insurance is bracketed and will be populated with the applied for benefit amount.

The Modal premium amount for the Base Term Life Insurance is bracketed and will be populated with the premium for that clients coverage.

The Effective Date of the Base Term Life Insurance is bracketed and will be populated with the effective date of the coverage.

The Expiration Date of the Base Term Life Insurance is bracketed and will be populated with the calculated expiration date of the coverage.

The Effective Date of the Accelerated Death Benefit Endorsement is bracketed and will be populated with the effective date of the endorsement. This should always match the Policy Effective Date.

The Expiration Date of the Accelerated Death Benefit Endorsement is bracketed and will be populated with the calculated expiration date of the coverage.

The Effective Date of the Lifetime Membership Benefit Endorsement for the Surviving Spouse is bracketed and will be populated with the effective date of the endorsement. This should always match the Policy Effective Date.

The Expiration Date of the Lifetime Membership Benefit Endorsement for the Surviving Spouse is bracketed and will be populated with the calculated expiration date of the coverage.

The Benefit Amount for the Accidental Death Benefit Rider is bracketed and will be populated with the applied for benefit amount.

The Modal premium amount for the Accidental Death Benefit Rider is bracketed and will be populated with the premium for that clients coverage.

The Effective Date of the Accidental Death Benefit Rider is bracketed and will be populated with the effective date of the rider.

The Expiration Date of the Accidental Death Benefit Rider is bracketed and will be populated with the calculated expiration date of the coverage.

The Benefit Amount for the Daily Benefit Rider is bracketed and will be populated with the applied for benefit amount.

The Modal premium amount for the Daily Benefit Rider is bracketed and will be populated with the premium for that clients coverage.

The Effective Date of the Daily Benefit Rider is bracketed and will be populated with the effective date of the rider.

The Expiration Date of the Daily Benefit Rider is bracketed and will be populated with the calculated expiration date of the coverage.

The Benefit Amount for the Child Rider is bracketed and will be populated with the applied for benefit amount.

The Modal premium amount for the Child Rider is bracketed and will be populated with the premium for that clients coverage.

The Effective Date of the Child Rider is bracketed and will be populated with the effective date of the rider.

The Expiration Date of the Child Rider is bracketed and will be populated with the calculated expiration date of the coverage.

The Benefit Amount for the Travel Accident Rider is bracketed and will be populated with the applied for benefit amount.

The Modal premium amount for the Travel Accident Rider is bracketed and will be populated with the premium for that clients coverage.

The Effective Date of the Travel Accident Rider is bracketed and will be populated with the effective date of the rider.

The Expiration Date of the Travel Accident Rider is bracketed and will be populated with the calculated expiration date of the coverage.

The Modal premium amount for the Disability Waiver of Premium Rider is bracketed and will be populated with the premium for that clients coverage.

The Effective Date of the Disability Waiver of Premium Rider is bracketed and will be populated with the effective date of the rider.

The Expiration Date of the Disability Waiver of Premium Rider is bracketed and will be populated with the calculated expiration date of the coverage.

The names of the riders are all bracketed to allow variance if they are selected by the Applicant. The names of the endorsements are bracketed to allow us the availability to not offer them in the future.

The Print Date will be populated with the date the Policy is printed.

Page 3a

The Insured's name is bracketed and will be populated with the Insured's name.

The Certificate Number is bracketed and will be populated with the Certificate Number.

The Base Life Insurance Amount is bracketed and will be populated with the Insurance Amount applied and approved for the Applicant.

The Attained Age will be populated based on the attained age of the applicant.

The Annual Base Term Life Premium will be populated with the premium amount based on the approved amount for the Applicant.

The Annual Total Premium will be populated with the base term premium and any additional ride premiums based on the approved amount for the Applicant.

The Print date will be populated with the date that the Schedule Page is printed from our system.

Page 4

Our home office address is bracketed to allow the flexibility in the future should the home office address change.

Final Page:

Our home office address is bracketed to allow the flexibility in the future should the home office address change.

Memorandum of Variability
Lifetime Membership Benefit Endorsement for Surviving Spouse
GT-1210LMBCERT

Variable Data has been bracketed and the explanation of the bracketing appears below.

1. The Home office Address is bracketed to allow the ease of changing it in the future.
2. The toll-free number is bracketed to allow the ease of change if it changes in the future.
3. The Officer Signatures and names are bracketed so if we change in officers in the future, we are able to change this without refilling.



AAA Life Insurance Company

17900 N. Laurel Park Dr.

Livonia, MI 48152-3985

800-624-1662, ext. 2075 or 734-779-2075

Fax: 734-805-6282

E-mail: vwindham@aaalife.com

February 2, 2012

Arkansas Department of Insurance

RE: AAA Life Insurance Company
NAIC # 71854 FEIN: 52-0891929

<u>Description</u>	<u>Form #</u>
Group Term Certificate	GT05YRCERT
Group Term Certificate Application	GT05YRAPP
Certificate Lifetime Membership Benefit Endorsement	GT-1210LMBCERT

To Whom It May Concern:

Enclosed for your review and approval is our new group term certificate and associated forms. This filing will not replace anything currently in use in your state. The Master Policy, approved in the State of Rhode Island on 1/30/2012, has been issued to BankNewport, as Trustee of the AAA Group Insurance Trust, as Policyholder. This Group Term Life Insurance will be offered to AAA members nationwide, via Direct Response mail solicitation.

Members will apply using GT05YRAPP submitted with this filing for your review and approval. The Application is submitted in print format. However, we reserve the right to change fonts, layouts or company logo/address. We certify that the font size will never be less than the minimum 10 point requirement.

The issue ages of the Certificate are 18-69 with a maturity age of 80. The face amounts that will be offered are detailed in the actuarial memorandum. The Premium Amount for the certificate is guaranteed for 5 years after purchase. The rates for the next period after that will be shown on the individual schedule page and will be based on the Attained Age of the Insured at the end of the 5-year period. We have enclosed an Actuarial Memorandum and Premium Rates for your review.

We will be issuing at the time of Certificate issue, at no additional cost, an Accelerated Death Benefit Endorsement, form # GT8108ENDCERTAR. We will also be offering the Disability Waiver of Premium Rider – Form #GT8109RDRCERT with this certificate. These forms were previously approved on 11/28/2007 (SERFF Tracking #AAAL-125336825).

At Certificate Effective Date, coverage will include the Lifetime Membership Benefit Endorsement for Surviving Spouse (Form #: GT-1210LMBCERT). This endorsement 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, this benefit is only available upon death of the Member/Primary Insured.

Our intention is to also use the following rider forms with the certificate:

Form #	Description
GT8110RDCERT	Accidental Death Benefit Rider – Certificate
GT8111RDCERT	Daily Benefit Rider - Certificate
GT8112RDCERT	Child Term Rider – Certificate
GT8113RDCERT	Travel Accident Rider – Certificate

These rider forms were submitted via an informational filing (SERFF Tracking #AAAL-125256623, 9/5/2007). The intention is to also use the same enrollment forms submitted under the supporting documents tab of that filing.

The above referenced riders and endorsements are attached for your reference under the supporting tab of this filing.

We are also including a statement of variability for any bracketed material in the Certificate, Application, and Schedule Page.

Once you have approved this filing, we will be submitting it to our domicile state of Michigan.

We trust that you will find these forms in compliance with your regulations and requirements. It includes nothing that has been previously objected to or disapproved by your department.

Thank you for your time and review of this filing. Should you have any questions, or require additional information to complete your review, please feel free to contact me at the information above.

Respectfully Submitted,



Victoria Windham
Compliance Specialist II

AAA Life Insurance Company, NAIC #71854
Certification of Policy forms regarding Rule & Regulation 19

I, Diane L. Coudurier, Vice President & General Counsel, to the best of my knowledge and belief certify that this submission meets the provisions of this rule (Rule and Regulation 19).



Diane L. Coudurier

2/10/2012

Date



AAA Life Insurance Company
Home Office:
[17900 N. Laurel Park Dr., Livonia, Michigan 48152]
[Website: www.aalife.com]

Group Policy # GT05YR

PLEASE READ YOUR CERTIFICATE CAREFULLY. This Certificate is a legal contract between You and Us. We issue it in exchange for Your Application and payment of premium.

This Certificate is issued to You as evidence of coverage under the Group Policy. We agree to pay the benefits provided by the terms of the Group Policy, which are summarized in this Certificate. If there is a discrepancy between this Certificate and the Group Policy, the terms and conditions of the Group Policy will govern.

IMPORTANT

YOU HAVE PURCHASED LIFE INSURANCE. PLEASE REVIEW IT CAREFULLY FOR LIMITATIONS.

THIS CERTIFICATE MAY BE RETURNED WITHIN 31 DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL REFUND BY RETURNING IT TO THE COMPANY.

If You return the Certificate within the above 31 day period, it will be considered void from the start and We will refund, within ten (10) days of its return, all premiums paid.

As evidence of this agreement, this Certificate is signed by Officers of AAA Life Insurance Company at its Home Office in Livonia, Michigan.



Harold W. Huffstetler, Jr.,
President



Robert J. Dotson,
Vice President & Secretary

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

GROUP TERM LIFE INSURANCE CERTIFICATE
Offered Exclusively for Members of the American Automobile Association
Non-Participating – Not Eligible for Dividends

INDEX

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

Certificate of Group Term Life Insurance Schedule of Benefits and Premiums

Policyholder: [BankNewport, as Trustee for the AAA Group Insurance Trust, Newport, Rhode Island]

Insured: [John Doe] **Certificate Number** [xxxxxxxxxx]

Effective Date: [November 15, 2011]

Issue Age: [42] **Date of Birth:** [07/01/1969]

Sex: [Male] **Issue State:** [RI]

Premium Class: [Non-Nicotine] **Total Initial Annual Premium:** [\$511.85*]

Premium Frequency Mode: [Monthly Direct Billing] **Total Initial Modal Premium:** [\$45.66*]

Conversion Age: To the Insured's Attained Age 65. No conversions will be allowed once the insured reaches age 65 or on those certificates issued on or after age 65.

An administrative fee of [\$3.00/month] will be added for Direct [Monthly] Billing.

<u>Benefit Type</u>	<u>Benefit Amount</u>	<u>Annual Premium</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Base Term Life Insurance	[\$100,000]	[\$239.88]	[November 15, 2011]	[November 15, 2049]

Riders and Endorsements

[Accelerated Death Benefit Endorsement]		No charge	[November 15, 2011]	[November 15, 2049]
[Lifetime Membership Benefit Endorsement for Surviving Spouse]		No charge	[November 15, 2011]	[November 15, 2049]
[Accidental Death Benefit Rider]	[\$50,000]	[\$75.00]	[November 15, 2011]	[November 15, 2034]
[Daily Benefit Rider]	[\$200/Day]	[\$32.00]	[November 15, 2011]	[November 15, 2034]
[Child Rider]	[10] Units	[\$80.00]	[November 15, 2011]	[November 15, 2049]
[Travel Accident Rider]	[\$50,000]	[\$33.00]	[November 15, 2011]	[November 15, 2049]
[Disability Waiver of Premium Rider]		[\$51.97]	[November 15, 2011]	[November 15, 2029]

Coverage is renewable annually, but not beyond the Expiration Date. Expiration Dates shown are contingent upon this Certificate and Group Policy continuing in force.

*The Total premium shown includes the Base Term Life Insurance premium for Your Attained Age, and the premium for any Riders attached hereto.

Print Date: [November 10, 2011]

Schedule of Benefits and Premiums (Continued)

Insured: [John Doe]
Base Term Life Insurance: [\$100,000]

Certificate Number [xxxxxxxxx]

Attained Age	Annual Base Term Life Premium*	Annual Total Premium		Attained Age	Annual Base Term Life Premium	Annual Total Premium
[42]	[\$239.88]	[\$511.85]		[61]	[\$935.88]	[\$1,155.88]
[43]	[\$239.88]	[\$511.85]		[62]	[\$1,391.88]	[\$1,611.88]
[44]	[\$239.88]	[\$511.85]		[63]	[\$1,391.88]	[\$1,611.88]
[45]	[\$239.88]	[\$541.28]		[64]	[\$1,391.88]	[\$1,611.88]
[46]	[\$239.88]	[\$541.28]		[65]	[\$1,391.88]	[\$1,504.88]
[47]	[\$359.88]	[\$682.52]		[66]	[\$1,391.88]	[\$1,504.88]
[48]	[\$359.88]	[\$682.52]		[67]	[\$2,183.88]	[\$2,296.88]
[49]	[\$359.88]	[\$682.52]		[68]	[\$2,183.88]	[\$2,296.88]
[50]	[\$359.88]	[\$736.45]		[69]	[\$2,183.88]	[\$2,296.88]
[51]	[\$359.88]	[\$736.45]		[70]	[\$2,183.88]	[\$2,296.88]
[52]	[\$599.88]	[\$1,041.25]		[71]	[\$2,183.88]	[\$2,296.88]
[53]	[\$599.88]	[\$1,041.25]		[72]	[\$3,431.88]	[\$3,544.88]
[54]	[\$599.88]	[\$1,041.25]		[73]	[\$3,431.88]	[\$3,544.88]
[55]	[\$599.88]	[\$1,074.04]		[74]	[\$3,431.88]	[\$3,544.88]
[56]	[\$599.88]	[\$1,074.04]		[75]	[\$3,431.88]	[\$3,544.88]
[57]	[\$935.88]	[\$1,514.20]		[76]	[\$3,431.88]	[\$3,544.88]
[58]	[\$935.88]	[\$1,514.20]		[77]	[\$6,011.88]	[\$6,124.88]
[59]	[\$935.88]	[\$1,514.20]		[78]	[\$6,011.88]	[\$6,124.88]
[60]	[\$935.88]	[\$1,155.88]		[79]	[\$6,011.88]	[\$6,124.88]

* Base Term Life Premium is guaranteed for the first five (5) certificate years. Please refer to the Premium Payment Provision on page 5 for further information.

Print Date: [November 10, 2011]

PART I - DEFINITIONS

Attained Age

means Your age on the most recent Renewal Date. Your Attained Age is Your issue age during the first year of coverage under this Certificate.

Beneficiary

means the entity, person or people You named in Your application to receive benefits under this Certificate. If You later change the Beneficiary designation, then the person or people you name through the Beneficiary change request process will receive the benefits.

Effective Date

means the date when the Certificate is effective as shown on the Schedule of Benefits and Premium Page (Schedule Page). We use the Effective Date to determine Renewal Dates. The Effective Date is the date We will use to measure the time periods contained in the Suicide and Incontestability provisions.

Eligible Member (Member)

means, on the Effective Date, a person who is a member in good standing of the American Automobile Association.

Eligible Spouse (Spouse)

means on the Effective Date, the legal Spouse of a Member. If the state law where the Certificate is issued permits, Eligible Spouse also means the Registered Domestic Partner (RDP) or Civil Union Partner (CUP) of a Member, or a party to a domestic partnership between the Member and one other adult.

Evidence of Insurability

means proof satisfactory to Us that an Insured is an acceptable risk under the Group Policy.

Group Policy

means the Group Term Life Insurance Policy bearing the number GT05YR that We issued to the Policyholder. It includes any Riders or Endorsements attached to it.

Home Office

means the main administrative office of AAA Life Insurance Company located at [17900 N. Laurel Park Dr., Livonia, Michigan 48152.]

Insured

means a Member or Spouse whose name appears on the Schedule Page, who is insured under the Group Policy, and any Riders or Endorsements the Member or Spouse purchases.

Notice

is a communication provided/made to Our Home Office that We find satisfactory.

Officer of the Company

means the President, a Vice President or Secretary of AAA Life Insurance Company.

Policyholder

means the Policyholder named on the Schedule Page.

We, Our, and Us

means AAA Life Insurance Company.

You and Your

means the person insured by this Certificate as named on the Schedule Page.

PART II - INSURANCE PROVISIONS

Effective Date of Insurance

This Certificate becomes effective when the following conditions are met:

1. You submit a complete, signed written application;
2. We receive the application;
3. We approve Your application or any other required Evidence of Insurability;
4. There has been no change to Your health from the application date to the Effective Date; **AND**
5. We receive and deposit Your first Total Initial Modal Premium.

This Certificate is void and there is no coverage if You are not living on the Effective Date.

Benefits

Your benefit amount is shown on the Schedule Page. We will pay this benefit amount, upon Your death, to Your Beneficiaries while this Certificate and the Group Policy are in force. We will not pay the benefit amount unless We receive proof of Your death as described in PART VI – CLAIMS AND BENEFIT PAYMENTS .

The benefit amount We pay to your Beneficiaries will be reduced if We paid any benefits under any Accelerated Death Benefit Endorsement.

We will pay benefits under any riders or endorsements according to the terms of the rider or endorsement.

The Schedule Page shows:

1. The Effective Date of the Certificate and the benefit amount.
2. The Effective Date of any endorsements or riders attached to this Certificate.
3. The premium required to keep this Certificate in force.

We will provide You with a replacement Schedule Page whenever any information on the Schedule Page changes. The changed information will be shown on the replacement Schedule Page and will apply as of the effective date of the change.

Premium Payment

The first premium due is the Total Initial Modal Premium shown on the Schedule Page. This premium is due on or before the Effective Date. There is no Grace Period for the Total Initial Modal Premium. Coverage is not effective until We receive and deposit Your first Total Initial Modal Premium.

You must pay all subsequent premiums on or before the premium due date, or within the 31 day grace period. We will consider the premium paid when We receive and deposit Your premium payment at Our Home Office.

We guarantee that Your premium rates will not change for five years from the Effective Date. After that date, We may adjust premiums. Any change We make in the premium rates will apply to all Insureds of the same issue age, gender, premium class, insurance amount, and year of issue.

You will be given at least 45 days advance written Notice of any change in premium rates.

Premiums are due and payable as shown on the Schedule Page. Premium charges and refunds are based on full policy months. No adjustments will be made for a period of less than one policy month.

If We have not been notified within 31 days of the date Your coverage has terminated, We will not be required to refund any premiums for a period of more than one policy month after We receive such notification.

PART III - GENERAL PROVISIONS

Suicide Limitation

If You die by suicide, while sane or insane, within 2 years of the Effective Date, Our liability will be limited to a refund of the premiums paid. If this Certificate is reinstated, this Suicide Limitation will be in effect for two years from the reinstatement date.

Incontestability

Except for non-payment of premiums, We will not contest the validity of Your insurance after it has been in force for a period of 2 years from the Effective Date or the reinstatement date.

We will not use any statements You make on the application or reinstatement application to contest a claim **unless**:

1. You die within 2 years of the Effective Date or reinstatement date; and
2. Any answer, representation or acknowledgment You make on the application for insurance or reinstatement application was not true and/or complete; and/or
3. There was a change in health between the application date and the Certificate Effective Date; and
4. If We had known the correct facts, We would not have issued or reinstated the Certificate, or the Certificate would not have been issued in its present form for the amount of insurance and/or the premium rate.

During the first 2 years following the Certificate Effective Date or any reinstatement date, We have the right to rescind coverage under the certificate while You are living if the above conditions would allow Us to contest a claim if You died.

Entire Contract

This Certificate is issued to You because We approved Your application for insurance. This Certificate, Your Application along with any application documents, and any attached riders, endorsements or amendments, constitutes the entire contract between You and Us. Only an Officer of the Company can change the terms of the Entire Contract, and then only in writing.

Statements

We consider all statements You make in the application or reinstatement application to be representations and not warranties, unless they are fraudulent. We will not use any statement You make to void coverage or reduce benefits unless:

1. It is in writing; and
2. A copy is attached to this Certificate.

Assignment

You may assign Your Certificate. Assignment of this Certificate 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 Insured and any revocable Beneficiary are transferred to the assignee. If the assignment is collateral, rights are transferred only to the extent of the assignee's interest. Any assignment will have to be agreed to by any irrevocable Beneficiary.

Misstatement of Age or Gender

If You misstate Your birthdate or gender, We will use Your corrected date of birth or gender as of the date of application to determine:

1. The Effective, Renewal, or Expiration Dates of any benefits provided under this Certificate;
2. The amount of insurance; and
3. Any other rights or benefits under the Certificate.

If You misstate Your birthdate or gender, We will adjust the amount of life insurance to be the amount that the premiums would have purchased using Your corrected age or gender, on the date of application.

If We would not have issued this Certificate based on Your correct age, coverage under this Certificate will be considered void from the start. We limit Our liability to a refund of Premiums paid.

Grace Period

We allow a 31 day Grace Period for all premiums due except the first premium. During the Grace Period the coverage will remain in force. If You do not pay the premium due by the end of the Grace Period, the coverage provided by the Certificate will lapse. All insurance ends when the Certificate lapses. However, if Your death occurs during the Grace Period, We will consider the Certificate to be in force; We will deduct any unpaid premium due from the benefit amount otherwise payable.

Reinstatement of Insurance

If We terminate insurance for non-payment of premium, You may reinstate coverage within 90 days following the last unpaid premium due date. You must pay all overdue premiums and provide Us with satisfactory Evidence of Insurability. We will not cover any loss under the reinstated Certificate that occurred during the lapse period. If You converted Your coverage to an individual policy of permanent insurance under the Conversion Privilege, You may not reinstate Your coverage under this Certificate

PART IV - TERMINATION OF INSURANCE

Your coverage under this Certificate will terminate on the earliest of the following dates:

1. The Expiration Date as shown on the Schedule Page;
2. The date You die;
3. The date You make a request to Us to cancel Your coverage under this Certificate;
4. The end of the last period for which You paid premiums;
5. The date the Insured is no longer covered by the Group Policy;
6. The coverage under this Certificate is converted;
7. Coverage under this Certificate is rescinded.

PART V - BENEFICIARY

You may name one or more Beneficiaries to receive the benefits payable under the Certificate upon Your death.

During Your lifetime You may change the Beneficiary if:

1. You give us a signed, dated, written request; and
2. We approve and record the change at Our Home Office; and
3. We have the Beneficiary's written consent, if he/she is an irrevocable Beneficiary.

No change will take effect until We have recorded the request at Our Home Office. Once recorded (even if You have then died), the change will take effect on the date You signed the request. We may require that You send us Your Certificate so We can record the change. Until all requirements are met to change a Beneficiary designation, We will pay any valid claims to the Beneficiaries then on file.

PART VI – CLAIMS AND BENEFIT PAYMENTS**Payment of Claims**

We will pay death benefits according to the Beneficiary designation in effect at time of payment. We will pay all other benefits directly to You.

Notice of Claim

You or Your Beneficiaries must give us Notice of Claim within 30 days after a covered loss occurs, or as soon after that as reasonably possible. The Notice must be given to Our Home Office. Our mailing address for Notice of Claim is shown on the first page of this Certificate. The Notice should include the Insured's name and the Certificate Number.

Claim Forms

When We receive a Notice of Claim, We will furnish to the claimant Our normal forms for filing Written Proofs of Loss. If We do not furnish those forms within 15 days after We receive the Notice, the claimant may submit Written Proof of Loss. .

Written Proof of Loss

We request Written Proof of Loss, satisfactory to Us, at Our Home Office within 90 days after the date the loss occurs. If it was not reasonably possible to give Us Written Proof of Loss within 90 days We will not reduce or deny a claim for this reason, provided the Written Proof of Loss was submitted as soon as reasonably possible. However, in no event, except in the absence of legal capacity, will benefits be paid if Written Proof of Loss is not submitted within 1 year from the date the loss occurs. Written Proof of Loss includes, but is not limited to, a Death Certificate, if applicable, and a description of the occurrence, extent and character of the loss for which a claim is made

Timely Payment of Claims

We will pay Claims for benefits provided under this Certificate within 60 days of the date We receive:

1. Written Proof of Loss; **and**
2. All documents necessary to determine liability and to evaluate the claim, which We deem satisfactory.

Payment of Death Benefit Proceeds

Unless restricted by law, We will pay the benefit proceeds due upon Your death as follows:

1. If You have named one or more Beneficiaries, the benefit proceeds will be paid to the surviving Beneficiary or Beneficiaries in equal shares, unless otherwise stated by You; or
2. If You have not named a Beneficiary, or if no named Beneficiary survives You, the benefit will be paid in the following order:
 - a. Your Spouse;
 - b. If Your Spouse is not living, We will pay the benefits in equal shares to Your children;
 - c. If neither Your Spouse nor Your children are living, We will pay benefits in equal shares to Your parents;
 - d. If neither Your Spouse, nor Your children, nor Your parents are living, We will pay benefits to Your estate.
3. If any benefit is payable to Your estate or to a Beneficiary who is a minor or otherwise not competent to give a valid release, We may pay an amount up to \$250 to any relative by blood or marriage whom We consider to be equitably entitled. If We make such a payment in good faith, We will not be liable for the amount paid.

We will add Interest, as required by law, to the death benefit payable.

Physical Examination and Autopsy

We shall have the right, at Our expense, to examine the person for whom a claim is made under this Certificate when and as often as it may reasonably require during the pendency of a claim, We also have the right at Our expense to request that an autopsy be performed in case of death where it is not forbidden by law.

Legal Actions

No claimant may take Legal Action to receive benefits until 60 days after the date Written Proof of Loss was submitted. No claimant may take Legal Action after the expiration of the applicable statute of limitations.

Benefit Payment Options

We will pay any amount payable under the Certificate in settlement of a claim in one lump sum, or any payment option mutually agreed upon by the claimant and Us.

PART VII - CONVERSION PRIVILEGE**Eligibility**

You are entitled to convert the life insurance provided under this Certificate to a permanent policy of life insurance. You may convert the coverage under this Certificate upon termination of Your insurance due to:

1. cancellation of the Group Policy; or
2. the end of the last period for which premiums have been paid, but before the Conversion Age shown on the Schedule Page.

Conversion Upon Termination of Group Policy

If the Group Policy is terminated or is amended so that any class of insureds are terminated, every affected insured person is entitled to have Us issue an individual life policy as discussed in The Converted Policy section. You have a 31 day period from the date of the termination or amendment date to convert.

If You die during the 31 day conversion period, whether or not You have submitted an application for conversion, We will pay Your Beneficiary the benefit amount that was in force before the Group Policy terminated. If You applied for a converted policy during the 31 day conversion period, whether or not it was issued, the converted policy will be null and void. We will pay the death claim for the benefit amount that was in force prior to the termination of the Certificate. We will return any premium paid for the converted policy to the Beneficiary as part of the death claim.

Conversion Upon Termination of Coverage

Other than Conversions Upon Termination of Group Policy, conversion to an individual policy of permanent insurance is subject to the following conditions:

1. Premiums are not being waived under any disability waiver of premium benefit, if available; **and**
2. The Certificate is not in the Grace Period;

To qualify for a converted policy, the Insured must submit a written conversion request to Us prior to the start of the Grace Period. The first premium on the converted policy is due within 31 days.

The Converted Policy

You may convert the insurance under this Certificate to an individual permanent life insurance policy, that We offer for conversion purposes when You make the election. We do not allow conversion to another term insurance policy.

You may convert any amount of coverage up to the amount of life insurance in force on Your life on the conversion date, subject to Our minimum policy amount requirements. The premium rate for the converted policy will be the premium rate for the amount and type of policy at Your age, gender, and premium class as of the effective date of the converted policy.

Terms that Apply to Converted Policies

1. The effective date of the new policy will be the date of the conversion;
2. A new suicide and contestability period will not apply to benefits converted from this Certificate to the new policy; the suicide and contestability period under the new policy will be measured from the Effective Date of this Certificate;
3. Any riders and/or endorsements will be issued with the new certificate only with Our consent. They will be subject to Our requirements.
4. We have the right deny a request to provide any Additional benefits if Your request does not meet Our requirements.



(A Stock Company)

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CERTIFICATE OF GROUP TERM LIFE INSURANCE

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