

SERFF Tracking Number: AAMC-128233473 State: Arkansas
Filing Company: Pioneer American Insurance Company State Tracking Number:
Company Tracking Number: 12-9970
TOI: L04I Individual Life - Term Sub-TOI: L04I.213 Specified Age or Duration -
Fixed/Indeterminate Premium - Single Life
Product Name: Level Term Life Insurance to Age 95 - 12-9970
Project Name/Number: /

Filing at a Glance

Company: Pioneer American Insurance Company

Product Name: Level Term Life Insurance to Age 95 - 12-9970 SERFF Tr Num: AAMC-128233473 State: Arkansas

TOI: L04I Individual Life - Term

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

Sub-TOI: L04I.213 Specified Age or Duration - Co Tr Num: 12-9970
Fixed/Indeterminate Premium - Single Life

State Status: Approved-Closed

Filing Type: Form

Author: Traci Baty

Reviewer(s): Linda Bird

Date Submitted: 04/04/2012

Disposition Date: 04/10/2012

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval
State Filing Description:

Implementation Date:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filed in Texas, our State of Domicile.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 04/10/2012

State Status Changed: 04/10/2012

Deemer Date:

Created By: Traci Baty

Submitted By: Traci Baty

Corresponding Filing Tracking Number:

Filing Description:

Cover Letter Under Supporting Documentation.

State Narrative:

Company and Contact

Filing Contact Information

SERFF Tracking Number: AAMC-128233473 State: Arkansas
 Filing Company: Pioneer American Insurance Company State Tracking Number:
 Company Tracking Number: 12-9970
 TOI: L041 Individual Life - Term Sub-TOI: L041.213 Specified Age or Duration - Fixed/Indeterminate Premium - Single Life

Product Name: Level Term Life Insurance to Age 95 - 12-9970
 Project Name/Number: /

Clara Keel, Product Filing Manager and Assistant Secretary
 425 Austin Avenue Waco, TX 76701
 ckeel@aatx.com
 254-297-2794 [Phone]
 254-297-2138 [FAX]

Filing Company Information

Pioneer American Insurance Company CoCode: 67873 State of Domicile: Texas
 425 Austin Avenue Group Code: 315 Company Type: LAH
 Waco, TX 76701 Group Name: State ID Number:
 (254) 297-2777 ext. [Phone] FEIN Number: 75-0914374

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pioneer American Insurance Company	\$100.00	04/04/2012	57712704

SERFF Tracking Number: AAMC-128233473 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	04/10/2012	04/10/2012

SERFF Tracking Number: AAMC-128233473 *State:* Arkansas
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Disposition

Disposition Date: 04/10/2012

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	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Form	Level Term Life Insurance to Age 95 Policy		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	Form No. PA12-AR-9970	Policy/Contract	Level Term Life Insurance to Age 95 al Policy Certificate	Initial		51.600	AR PA12-9970 Level Term Life Insurance.pdf

**Pioneer American
Insurance Company**

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

WE WILL PAY THE DEATH BENEFIT PROCEEDS to the Beneficiary if the Insured dies while this Policy is in force. Payment will be made after we receive due proof of the Insured's death and the right of the claimant to the Policy Proceeds, and will be subject to the terms of this Policy.

This Policy is a legal contract between the Owner and the Company. The consideration for this contract is the application and payment of the first premium. The first premium must be paid on or before delivery of this Policy.

SIGNED AT THE HOME OFFICE ON THE DATE OF ISSUE.



Secretary



President

CANCELLATION DURING FIRST 30 DAYS

You may return this Policy within 30 days after delivery if you are not satisfied with it for any reason. The Policy may be returned to us or to the agent through whom it was purchased. Upon surrender of the Policy within the 30 day period, it will be void from the beginning, and we will refund any premium paid.

**LEVEL TERM LIFE INSURANCE TO AGE 95
CONVERTIBLE
PREMIUMS INCREASE AFTER LEVEL PREMIUM PERIOD
NON-PARTICIPATING**

**LIFE INSURANCE PAYABLE AT DEATH BEFORE AGE 95. SEE BENEFIT DESCRIPTION PAGE
FOR AMOUNT OF INSURANCE AND PREMIUMS. GUARANTEED CASH VALUES PROVIDED.**

READ YOUR POLICY CAREFULLY

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DEFINITIONS

Where used in this Policy:

"Pioneer American", "we", "our", "us", or "the Company" means Pioneer American Insurance Company.

"You" or "Your" means the Owner of this Policy as defined.

"Net Cash Value" is the Cash Value less any Indebtedness on this Policy.

"Due Proof of Death" means those documents and written instruments required by the Company to verify the death of the Insured, as well as the documents and written instruments necessary to establish the right of the person or persons claiming the benefits to receive those benefits claimed.

"Recorded by the Company" or "Recorded" means actual receipt and modification of the Company's records according to normal Company procedures.

"Indebtedness" means the principal of any outstanding policy loan on this Policy, together with due and accrued policy loan interest.

"Policy Anniversary Date" means the same day and month as the Date of Issue shown on Page 3 for each succeeding year.

"Policy Year" means the period from the Date of Issue to the first Policy Anniversary Date, or from one Policy Anniversary Date to the next.

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

"Expiry Date" means the date on which the coverage under this Policy expires. This is the date when the Insured's Age turns 95, as shown on Page 3.

< SAMPLE >

BENEFIT DESCRIPTION	ANNUAL PREMIUM
BASIC POLICY- LEVEL TERM TO AGE 95	\$ 445.50 FOR 30 YEARS*

TOTAL ANNUAL PREMIUM	\$ 445.50
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ISSUED METHOD OF PAYMENT	ANNUAL	\$ 445.50
OTHER METHODS OF PAYMENT	SEMIANNUAL	\$ 239.23
	QUARTERLY	\$ 121.62
	MONTHLY	\$ 41.88

PREMIUM CLASS: NON-TOBACCO

* PREMIUMS ARE LEVEL FOR THE FIRST 30 POLICY YEARS. AFTER 30 POLICY YEARS, THE PREMIUM WILL INCREASE EACH YEAR UNTIL THE EXPIRY DATE. THE PREMIUMS AFTER 30 YEARS ARE SHOWN IN THE TABLE OF GUARANTEED ANNUAL PREMIUMS ON PAGE 3B OF THE POLICY.

RETURN OF PREMIUM PERIOD: 30 YEARS

INSURED:	JOHN DOE	FACE AMOUNT:	\$75,000
AGE:	35	DATE OF ISSUE:	JANUARY 1, 2012
SEX:	MALE	EXPIRY DATE:	JANUARY 1, 2072
POLICY NUMBER: XXXXXXXXXXXX			

INSURED: JOHN DOE

FACE AMOUNT: \$75,000

AGE: 35

DATE OF ISSUE: JANUARY 1, 2012

SEX: MALE

EXPIRY DATE: JANUARY 1, 2072

POLICY NUMBER: XXXXXXXXXXXX

TABLE OF GUARANTEED VALUES

END OF POLICY YEAR	GUARANTEED CASH VALUE	EXTENDED TERM INSURANCE YEARS	DAYS	END OF POLICY YEAR
1	.00	0	0	1
2	.00	0	0	2
3	.00	0	0	3
4	.00	0	0	4
5	192.46	1	300	5
6	440.78	3	248	6
7	701.97	5	53	7
8	976.89	6	151	8
9	1,266.20	7	219	9
10	1,570.83	8	220	10
11	1,891.59	9	146	11
12	2,230.35	10	4	12
13	2,587.06	10	175	13
14	2,963.20	10	311	14
15	3,359.96	11	45	15
16	3,777.84	11	109	16
17	4,219.95	11	142	17
18	4,687.91	11	154	18
19	5,182.81	11	151	19
20	5,707.75	11	138	20
21	6,265.38	11	125	21
22	6,858.74	11	110	22
23	7,491.22	11	95	23
24	8,164.41	11	76	24
25	8,883.27	11	53	25
26	9,650.96	11	27	26
27	10,475.62	10	362	27
28	11,363.81	10	334	28
29	12,323.91	10	311	29
30	13,365.00	10	293	30
31	.00	0	0	31
32	.00	0	0	32
33	.00	0	0	33

INSURED: JOHN DOE

FACE AMOUNT: \$75,000

AGE: 35

DATE OF ISSUE: JANUARY 1, 2012

SEX: MALE

EXPIRY DATE: JANUARY 1, 2072

POLICY NUMBER: XXXXXXXXXXXX

TABLE OF GUARANTEED VALUES

LEVEL TERM TO AGE 95

END OF POLICY YEAR	GUARANTEED CASH VALUE	TERM EXTENDED INSURANCE YEARS	DAYS	END OF POLICY YEAR
34	.00	0	0	34
35	.00	0	0	35
36	.00	0	0	36
37	.00	0	0	37
38	.00	0	0	38
39	.00	0	0	39
40	.00	0	0	40
41	.00	0	0	41
42	.00	0	0	42
43	.00	0	0	43
44	.00	0	0	44
45	.00	0	0	45
46	.00	0	0	46
47	.00	0	0	47
48	.00	0	0	48
49	.00	0	0	49
50	.00	0	0	50
51	.00	0	0	51
52	.00	0	0	52
53	.00	0	0	53
54	.00	0	0	54
55	.00	0	0	55
56	.00	0	0	56
57	.00	0	0	57
58	.00	0	0	58
59	.00	0	0	59
60	.00	0	0	60

NONFORFEITURE INTEREST RATE: 5.0%

NONFORFEITURE TABLE: 2001 CSO ANB MALE NONSMOKER

EXTENDED TERM MORTALITY TABLE: 2001 CSO ANB MALE NONSMOKER

REINSTATEMENT INTEREST RATE: 6% ANNUAL RATE

TABLE OF GUARANTEED ANNUAL PREMIUMS

LEVEL TERM TO AGE 95

POLICY YEAR	ANNUAL PREMIUM	POLICY YEAR	ANNUAL PREMIUM
31	2,961.00	46	12,786.00
32	3,249.75	47	14,280.00
33	3,542.25	48	15,836.25
34	3,857.25	49	17,514.75
35	4,183.50	50	19,372.50
36	4,578.75	51	21,448.50
37	5,021.25	52	23,748.75
38	5,602.50	53	26,261.25
39	6,216.00	54	28,953.75
40	6,861.00	55	31,794.75
41	7,566.00	56	34,758.75
42	8,334.75	57	37,547.25
43	9,227.25	58	40,453.50
44	10,269.75	59	43,518.75
45	11,473.50	60	46,757.25

GENERAL PROVISIONS

CONFORMITY WITH STATE STATUTES AND REGULATIONS. Any provision of this Policy which conflicts with the valid insurance laws or regulations of the state of residence of the Insured, at the time that the application for this Policy is approved for issue by the Company at its Home Office, will be deemed to be amended or deleted to the extent necessary for the provisions of this Policy to be in conformity with such conflicting laws and regulations.

CONTRACT. This Policy is a legal contract that you have entered into with us. You have paid the first premium and have submitted an application. We have relied on the statements made in the application for this Policy. These statements, in the absence of fraud, are considered representations and not warranties. A copy of such application is attached to this Policy. In return, we promise to provide the insurance coverage described in this Policy.

The entire contract consists of:

1. The basic Policy; and
2. The riders that add benefits to the basic Policy, if any; and
3. Endorsements, if any; and
4. The attached copy of your application, and any amendments or supplemental applications.

DATE OF ISSUE - EFFECTIVE DATE. The Date of Issue, which is the effective date of this Policy, is the date on which the first premium is due. The Date of Issue is also the date from which all policy years, anniversaries, and premium due dates are determined.

OWNER. The Owner of this Policy will be the Insured unless another person is designated Owner in the application for this Policy. During the Insured's lifetime, the Owner may exercise every right the Policy confers or we allow (subject to the rights of any assignee of record, and to any endorsement on this Policy limiting such rights).

BENEFICIARY. The Beneficiary as named in the application, or later changed by the Owner, will receive the Death Benefit Proceeds upon the death of the Insured. Unless the Owner has stated otherwise, in writing, to the Home Office of the Company:

1. If any Beneficiary dies before the Insured, that Beneficiary's interest will terminate.
2. If no Beneficiary survives the Insured, Proceeds will be paid to the Owner, if then living; otherwise to the estate of the Owner.

If more than one Beneficiary is alive at the death of the Insured, the Company will divide the proceeds equally if not otherwise directed in the application.

CHANGE OF OWNERSHIP OR BENEFICIARY. The Owner, or someone authorized to act for the Owner by valid court order, may change the Ownership or the Beneficiary at any time during the lifetime of the Insured, unless a previous designation provides otherwise. Applicable law may require a Beneficiary or a Successor Owner to have an insurable interest in the life of the Insured. To make a change, the Owner must send a written request to our Home Office in a form acceptable to us. The change will go into effect when we have recorded the change. However, after the change is recorded, it will be deemed effective as of the date of the written request for change. The change will be subject to any payment made, or action taken, by us before the request is recorded. The Company assumes no responsibility for the legality or sufficiency of any Beneficiary designation or ownership change.

COMMON DISASTER. If we cannot determine whether a Beneficiary or the Insured died first in a common disaster, we will assume that the Beneficiary died first, unless applicable law or an endorsement to this Policy provides otherwise.

GENERAL PROVISIONS (Continued)

ASSIGNING THE POLICY. During the lifetime of the Insured and while this Policy is in force, the Owner may assign this Policy as security for an obligation, subject to the written consent of any irrevocable beneficiary. We will not be bound by an assignment unless it is received in writing at our Home Office in a form acceptable to us. Two copies of the assignment must be submitted. We will retain one copy and return the other. We will not be responsible for the validity of any assignment.

NON-PARTICIPATION. This Policy will not pay dividends. It will not participate in any of our surplus or earnings.

INCONTESTABILITY. We will not contest the validity of this Policy after this Policy has been in force during the Insured's life for 2 years from the Date of issue.

If the Owner reinstates this Policy as provided by the Reinstatement provision, this Policy will be incontestable as to material misstatements made in the reinstatement application after 2 years from the effective date of the reinstatement.

This incontestability provision does not apply to any Disability or Accidental Death Benefit.

SUICIDE. If the Insured dies as a result of suicide, within 2 years from the Date of Issue, we will limit the Death Benefit Proceeds to the premiums paid less any Indebtedness on this Policy.

AGE OR SEX INCORRECTLY STATED. If the Insured's age or sex has been incorrectly stated in the application, we will adjust the Death Benefit Proceeds. The Proceeds payable will be that which the premium would have purchased at the Date of Issue for the correct age and sex. By age we mean age near birthday as of the Date of Issue.

PAYMENTS. All payments of benefits under this Policy will be made from our Home Office.

WHEN THIS POLICY TERMINATES. This Policy will terminate if:

1. The Owner requests that this Policy be terminated; or
2. The Insured dies; or
3. The Policy expires; or
4. The premium is in default at the end of the grace period, except as otherwise provided in the Guaranteed Values provisions. The date of default will be the due date of the premium in default.

REINSTATEMENT. If the Grace Period ends without sufficient premium being paid, and the Policy has not been surrendered for cash, this Policy may be reinstated within five years after the expiration of the Grace Period, but before the Expiry Date, and while the Insured is living. The reinstatement is subject to:

1. Evidence of insurability, satisfactory to the Company; and
2. Payment of all past due premiums with compound interest at the reinstatement interest rate of 6% a year; and
3. Payment of any Indebtedness with interest at the annual policy loan interest rate of 7.4% payable in advance, from the date of default to the date of reinstatement.

The effective date of reinstatement will be the date we approve the application for reinstatement.

If a rider is attached to this Policy, its coverage will be reinstated according to the Reinstatement provision of this Policy, unless such provision conflicts with the express provision of the rider.

CHANGING THE TERMS OF THE POLICY. Any change in the Policy must be approved in writing at our Home Office by one of our officers. Any approved change will be endorsed on the Policy. No agent has the authority to make any changes or waive any of the terms of the Policy.

RATED PREMIUM CLASS. If this Policy is issued in a Rated Premium Class it will be shown on Page 3 of this Policy.

PREMIUMS

PAYMENT OF PREMIUMS. The premium amounts to be paid are shown in the Benefit Description Page. Premiums are payable in advance at our Home Office. A premium receipt signed by an Officer of the Company will be furnished upon request.

Premiums may be paid annually, semi-annually, quarterly or monthly. The Owner may change the frequency of payment provided a premium payment will become due on each policy anniversary. A premium paid by check will be considered paid only after the bank has credited our account with collected funds.

GRACE PERIOD. The grace period is a period of 31 days following the due date of each premium after the first. The Owner may pay the premium at any time during the grace period without interest. During the grace period, the Policy will remain in force, but the premium will be in default. The date of default is the date the unpaid premium is due. If the premium is not paid by the end of the grace period, this Policy will terminate, as of the date of default, except as provided in the Guaranteed Values provisions. If death occurs during the grace period, the premium for the policy month in which death occurred will be deducted from the Death Benefit Proceeds.

RETURN OF PREMIUM

RETURN OF PREMIUM PERIOD. The Return of Premium Period is the number of Policy Years from the Date of Issue of the Policy until the Return of Premium Benefit is paid. The Return of Premium Period is shown on Page 3 of this Policy.

RETURN OF PREMIUM BENEFIT. If all the premiums for this Policy have been paid, an endowment benefit equal to the sum of the base Policy premiums during the Return of Premium Period, excluding any attached riders, substandard ratings or flat extra premiums, will be paid to the Owner at the end of the Return of Premium period. This endowment benefit is included in the calculation of the guaranteed cash value as shown in the Table of Guaranteed Values on Page 3A of the Policy.

DEATH BENEFIT PROCEEDS

The Company will pay the Proceeds of this Policy on the death of the Insured while this Policy is in full force. Payment will be made to the named Beneficiary when the Home Office of the Company receives Due Proof of the Insured's Death, subject to the terms of this Policy. The Proceeds will be:

1. The Face Amount shown on Page 3; plus
2. Any insurance on the life of the Insured provided by an additional agreement attached to and made a part of this Policy; plus
3. The portion of any premium paid which applies to a period beyond the month of death of the Insured; less
4. The portion of a premium due and unpaid which applies to a period prior to the date of death of the Insured; less
5. Any Indebtedness on this Policy.

If proceeds under this Policy, including the refund of any unearned premiums, are not paid within 30 days after Due Proof of Death of the Insured has been furnished to the Company, we will pay interest on such proceeds at the rate of 8% per year from the date Due Proof of Death is furnished to the date such proceeds are paid.

GUARANTEED VALUES PROVISIONS

CASH VALUE. The Owner may surrender this Policy for its Net Cash Value as defined on Page 2. If all premiums have been paid, the guaranteed cash value is as shown in the Table of Guaranteed Values on page 3A of the Policy. The Table shows values at the end of the policy years. The Cash Value is:

1. The Guaranteed Cash Value; plus

GUARANTEED VALUES PROVISIONS (Continued)

2. Any part of a premium paid for coverage beyond the policy month in which the Owner surrenders this Policy.

OPTIONS UPON DEFAULT OF PAYMENT OF PREMIUM. The Owner may elect one of the following options, effective on the default in the payment of premium. Election must be made by written request to the Company at its Home Office no later than 60 days after the unpaid premium was due. If an election is not made, Option 2 of this section will be effective. If this Policy is issued in a Rated Premium Class, Option 2 will be effective.

Option 1 -- Surrender this policy for the Net Cash Value. The Net Cash Value within 60 days of default is the Net Cash Value on that date. The Company may defer payment of the Net Cash Value for a period of up to 6 months from the date of request.

Option 2 -- Continue this Policy as Extended Term Insurance. The amount of insurance will be the face amount of this Policy less any Indebtedness. The term of Extended Term Insurance will begin on the date the unpaid premium was due. It will continue for such term as the Net Cash Value will purchase at net single premium rates. Extended Term Insurance may be surrendered for its Net Cash Value as of the date of surrender.

BASIS OF VALUES. Guaranteed values and net single premiums are based on the mortality tables and interest rate shown on Page 3A. Net single premiums for Extended Term Insurance are based on the extended term table and interest rate shown on Page 3A. All net single premiums are at the then attained age of the Insured. The Cash Values are calculated by using the mortality table and interest rate shown on Page 3A. Computations assume that premiums are paid annually and the deaths occur at the end of a policy year.

The Cash Value within a policy year is adjusted for lapse of time and premiums paid for any portion of the policy year. When continued as Extended Term Insurance, this Policy's Cash Value is the present value of future benefits. Within 31 days after any policy anniversary, and in the absence of a policy loan, the Cash Value will not be less than the Cash Value on such anniversary. Any additional agreement which is part of this Policy will not increase the Cash Value unless specifically provided by the agreement. All values are greater than or equal to those required by the insurance law of the state in which this Policy is delivered. The detailed method of calculation of values is on file at the insurance department in the state in which this Policy is delivered.

POLICY LOAN PROVISIONS

You may take a policy loan at any time while this Policy is in force. You may borrow an amount which is equal to or less than the Policy's Loan Value. The Loan Value will be the Cash Value less:

1. Any prior outstanding loan, plus interest accrued; and
2. Interest on the amount to be borrowed to the next policy anniversary.

LOAN INTEREST. The Annual Policy Loan Interest Rate is 7.4% payable in advance. On each policy anniversary, loan interest for the next year is due in advance. Interest not paid when due will be added to the loan.

HOW YOU MAY REPAY A POLICY LOAN. You may repay all or part of a policy loan at any time, except that:

1. Repayment may be made only while this Policy is in force and prior to the death of the Insured; and
2. A partial repayment must be at least \$10.00.

Any Indebtedness will be deducted from any settlement of this Policy.

At any time your policy loan exceeds the Cash Value, this Policy will lapse. However, at least 31 days prior notice must be mailed by us to your last known address and to any assignee of record, if any.

POLICY LOAN PROVISIONS (Continued)

WE CAN DELAY PAYMENT. We can delay loaning you money for up to 6 months, or the period allowed by law, whichever is less. However, we cannot delay loaning you money if the amount is to be used to pay a premium to us.

OBTAINING A LOAN. You may obtain a policy loan by written request and assignment of the Policy as sole security for the loan.

CONVERSION PROVISIONS

PRIVILEGE TO CONVERT. While this Policy is in force by payment of premiums, it may be converted to any plan of Whole Life or Endowment insurance issued by the Company upon receipt of:

1. written request, acceptable to the Company;
2. payment of the required premium; and
3. surrender of this Policy for cancellation on or before the earlier of:

- (a) the Expiry Date; or (b) the policy anniversary following the Insured's attained age 75; or (c) within five years from the Policy Date if later than the policy anniversary following the Insured's attained age 75.

Evidence of insurability will not be required.

The Net Cash Value of this Policy, if any, will be paid to the Owner upon conversion.

The face amount of the new policy may be equal to or less than the Face Amount of this Policy; however, the face amount of the new policy may not be less than the Company's minimum required on the date of conversion for the plan selected.

The new policy will be issued as of the date of conversion. The premium rate for the new policy will be based on: (a) the rate then in effect for the Insured's attained age; and (b) the same mortality classification that applied to the Insured under this Policy.

Any agreement included in this Policy granting additional benefits for accidental death may be included in the new policy. Benefits may be included in the new policy for waiver of premium for total and permanent disability, without evidence of insurability, provided:

- (a) this Policy contains such benefits on the date of conversion; and
- (b) on the date of conversion, the Insured is not disabled as defined in the waiver of premium benefit; and
- (c) the new policy is on a Whole Life plan with premiums payable for life.

Otherwise, the inclusion of waiver of premium benefits will be subject to: (a) the submission of evidence of insurability; and (b) consent of the Company.

DISABILITY CONVERSION. If, on the last day that this Policy can be converted in accordance with the "Privilege to Convert" provision, premiums for this Policy are being waived under an agreement included in this Policy granting benefits in the event of total and permanent disability, this Policy may be exchanged for a new policy. Any premium for the new policy which becomes due during the continuance of such disability shall be waived.

The new policy will:

1. be on the Whole Life continuous premium plan; and
2. be for the death benefit amount of this Policy at the date of exchange; and
3. include any agreements in force under this Policy at the date of exchange granting benefits for: (a) total and permanent disability; or (b) additional benefits for accidental death.

CONVERSION PROVISIONS (Continued)

The date of issue of the new policy will be the date of exchange. The premium for the new policy will be based on: (a) the Company's rates then in effect for the Insured's attained age on such date; and (b) the same mortality classification as this Policy.

SETTLEMENT OPTIONS

ELECTION OF A SETTLEMENT OPTION. The Owner, by written request satisfactory to the Company, may elect any Settlement Option described below while the Insured is living subject to the provisions of this Policy. If an option is not elected prior to the death of the Insured, the Company will pay the Proceeds in one sum to the Beneficiary or other person lawfully entitled to receive the same, unless such person elects a settlement option.

PAYEE. The Payee is the person or persons entitled to receive payments under a Settlement Option.

AVAILABILITY OF OPTIONS. The Company may pay the then balance of the Proceeds in one sum if:

1. The Proceeds are less than \$5,000; or
2. The amount on deposit under Option 1 or 2 below becomes less than \$2,000; or
3. Periodic payments are, or become, less than \$100; or
4. The Payee is not the person first entitled to payment; or
5. The Payee is an assignee, estate, trustee, partnership, corporation or association.

EFFECTIVE DATE OF SETTLEMENT OPTION. If an election has previously been made, the effective date will be the date of death or surrender. If no election is in effect when the Proceeds become payable in one lump sum, the date of election will be the effective date. The first installment, under Options 3, 4, 5, or 6 below, will be paid by the Company upon receipt of Due Proof of the Death of the Insured.

BASIS OF PAYMENT OPTIONS. The annual guaranteed interest rate used for each option shown in the Option Tables is 3.0%. An interest rate in excess of the guaranteed rate may be used at the discretion of the Company. The mortality table used for Options 5 and 6 is the Annuity 2000 Mortality Table.

LIFE INCOME AND AGE. When Proceeds are payable to the Owner as a result of a cash surrender or maturity of the Policy, and the Owner selects a settlement option providing for periodic payments, the continuance of the periodic payments will be based on the life of the Insured. The amount of the periodic payments will be based upon the attained age of the Insured at the time of surrender or maturity. Upon the death of the Insured the life income payable to the Beneficiary will be based on the life and age of that Beneficiary. Age in each instance is the age on the last birthday before the date the first installment is payable. The Company may require evidence of age or of survival.

OPTION 1 -- DEPOSIT -- Left on deposit with interest to accumulate. Interest is compounded annually. Proceeds and all accumulated interest are payable at the end of a period mutually agreed upon.

OPTION 2 -- INTEREST INCOME -- Left on deposit, with interest payable periodically. Proceeds and any accrued but unpaid interest are payable at the end of a period mutually agreed upon.

OPTION 3 -- INSTALLMENTS OF SPECIFIED AMOUNT -- Paid as an income of a specified amount mutually agreed upon, until the Proceeds and interest are exhausted.

OPTION 4 -- INSTALLMENTS FOR SPECIFIED PERIOD -- Paid as an income for a specified period mutually agreed upon.

OPTION 5 -- LIFE INCOME WITH GUARANTEED PERIOD -- Paid as an income for life. Payments are guaranteed for 120 months.

OPTION 6 -- LIFE INCOME WITHOUT GUARANTEED PERIOD -- Paid as an income for life. Payments cease with the last payment due prior to death of the person on whose life the income is based.

SETTLEMENT OPTIONS (Continued)

DEATH OF PAYEE. After the death of the Payee any amounts remaining under Options 1, 2, 3, or 4 or any amounts remaining under the period certain under Option 5 will be continued to the estate of the Payee or paid in a single commuted sum to the estate of the Payee.

PROTECTION AGAINST CREDITOR. To the extent permitted by law, Proceeds paid under these options will not be subject to the claims of creditors nor to legal process.

**OPTION 2
INTEREST INCOME**

Payable	Interest Payable
Monthly	\$2.47
Quarterly	7.42
Semi-Annually	14.89
Annually	30.00

**OPTION 4
INSTALLMENTS**

Yrs.	Annual	Monthly	Yrs.	Annual	Monthly	Yrs.	Annual	Monthly
1	\$1,000.00	\$84.47	11	\$104.93	\$8.86	21	\$62.98	\$5.32
2	507.39	42.86	12	97.54	8.24	22	60.92	5.15
3	343.23	28.99	13	91.29	7.71	23	59.04	4.99
4	261.19	22.06	14	85.95	7.26	24	57.33	4.84
5	211.99	17.91	15	81.33	6.87	25	55.76	4.71
6	179.22	15.14	16	77.29	6.53	26	54.31	4.59
7	155.83	13.16	17	73.74	6.23	27	52.97	4.47
8	138.31	11.68	18	70.59	5.96	28	51.74	4.37
9	124.69	10.53	19	67.78	5.73	29	50.60	4.27
10	113.82	9.61	20	65.26	5.51	30	49.53	4.18

OPTIONS 5 AND 6
MONTHLY LIFE INCOMES

		Option 5 120 Installments Guaranteed		Option 6 Life Only				Option 5 120 Installments Guaranteed		Option 6 Life Only	
Age	Male	Female	Male	Female	Age	Male	Female	Male	Female		
25	\$3.08	\$2.99	\$3.08	\$2.99	65	\$5.48	\$5.07	\$5.69	\$5.18		
26	3.10	3.01	3.10	3.01	66	5.62	5.20	5.86	5.32		
27	3.12	3.03	3.13	3.03	67	5.77	5.33	6.04	5.47		
28	3.15	3.05	3.15	3.05	68	5.92	5.47	6.24	5.64		
29	3.17	3.07	3.17	3.07	69	6.07	5.62	6.45	5.82		
30	3.20	3.09	3.20	3.09	70	6.23	5.78	6.67	6.01		
31	3.22	3.11	3.23	3.12	71	6.39	5.94	6.90	6.21		
32	3.25	3.14	3.26	3.14	72	6.56	6.11	7.16	6.44		
33	3.28	3.16	3.28	3.17	73	6.73	6.29	7.43	6.68		
34	3.31	3.19	3.32	3.19	74	6.90	6.48	7.71	6.94		
35	3.34	3.22	3.35	3.22	75	7.08	6.67	8.02	7.22		
36	3.38	3.24	3.38	3.25	76	7.25	6.86	8.35	7.52		
37	3.41	3.27	3.42	3.28	77	7.43	7.06	8.70	7.85		
38	3.45	3.30	3.46	3.31	78	7.61	7.26	9.08	8.21		
39	3.49	3.34	3.50	3.34	79	7.78	7.46	9.48	8.60		
40	3.53	3.37	3.54	3.38	80	7.95	7.66	9.91	9.02		
41	3.57	3.41	3.58	3.41	81	8.11	7.86	10.37	9.47		
42	3.62	3.44	3.63	3.45	82	8.27	8.05	10.86	9.96		
43	3.66	3.48	3.67	3.49	83	8.42	8.23	11.38	10.50		
44	3.71	3.52	3.72	3.53	84	8.56	8.40	11.94	11.07		
45	3.76	3.57	3.78	3.57	85	8.69	8.55	12.54	11.69		
46	3.81	3.61	3.83	3.62	86	8.81	8.70	13.17	12.36		
47	3.87	3.66	3.89	3.67	87	8.92	8.83	13.85	13.08		
48	3.92	3.71	3.95	3.72	88	9.02	8.95	14.56	13.84		
49	3.98	3.76	4.01	3.77	89	9.12	9.05	15.32	14.65		
50	4.05	3.81	4.08	3.83	90	9.20	9.15	16.12	15.50		
51	4.11	3.87	4.15	3.89	91	9.28	9.23	16.97	16.38		
52	4.18	3.93	4.22	3.95	92	9.34	9.30	17.87	17.31		
53	4.25	3.99	4.30	4.01	93	9.40	9.36	18.83	18.26		
54	4.33	4.06	4.38	4.08	94	9.45	9.42	19.85	19.26		
55	4.41	4.13	4.46	4.15	95	9.49	9.47	20.93	20.30		
56	4.49	4.20	4.55	4.23	96	9.53	9.51	22.10	21.39		
57	4.58	4.28	4.65	4.31	97	9.56	9.54	23.38	22.57		
58	4.68	4.36	4.75	4.40	98	9.58	9.57	24.80	23.86		
59	4.78	4.45	4.86	4.49	99	9.59	9.58	26.40	25.31		
60	4.88	4.54	4.98	4.59	100	9.60	9.60	28.22	26.97		
61	4.99	4.63	5.10	4.69							
62	5.10	4.73	5.23	4.80							
63	5.23	4.84	5.37	4.92							
64	5.35	4.95	5.52	5.04							

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

LEVEL TERM LIFE INSURANCE TO AGE 95

CONVERTIBLE

PREMIUMS INCREASE AFTER LEVEL PREMIUM PERIOD

NON-PARTICIPATING

LIFE INSURANCE PAYABLE AT DEATH BEFORE AGE 95. SEE BENEFIT DESCRIPTION PAGE FOR AMOUNT OF INSURANCE AND PREMIUMS. GUARANTEED CASH VALUES PROVIDED.

READ YOUR POLICY CAREFULLY

SERFF Tracking Number: AAMC-128233473 State: Arkansas
 Filing Company: Pioneer American Insurance Company State Tracking Number:
 Company Tracking Number: 12-9970
 TOI: L041 Individual Life - Term Sub-TOI: L041.213 Specified Age or Duration -
 Fixed/Indeterminate Premium - Single Life
 Product Name: Level Term Life Insurance to Age 95 - 12-9970
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: AR PA12-9970 Readability Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Approval date stated in Cover Letter.		
Attachment: PA9702(12-08).pdf		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachments: Appendixes for Actuarial Memorandum 12-9970.pdf Easy Term with ROP(PA)Actuarial Memorandum 2012.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter		
Comments: Cover Letter attached.		
Attachment: AR PA12-9970 Cover Letter.pdf		

ARKANSAS

PIONEER AMERICAN INSURANCE COMPANY

CERTIFICATION

This is to certify that the attached Level Term Life Insurance to Age 95 Policy, Form Number PA12-AR-9970, has achieved a Flesch Reading Ease Score of 51.6 and complies with the requirements of Arkansas Statue 23-80-201 through 23-80-208, cited as the Life and Disability Insurance Policy Simplification Act.



Signature

Clara Keel, FLMI
Product Filing Manager & Assistant Secretary

April 5, 2012

APPLICATION FOR LIFE INSURANCE

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

Please print all answers

Proposed Insured: _____ (First) _____ (Middle) _____ (Last) Telephone interview done (if applicable) Yes No

Address: (No. & Street) _____ Phone _____ Best time to call am pm

City: _____ State: _____ Zip Code: _____ E-mail Address _____ @

Sex Male Female Date of Birth _____ Age _____ State of Birth _____ SS# _____ Height: _____ ft _____ in Occupation: _____

DL# _____ Weight: _____ lbs Annual Salary: \$ _____

Owner: Name _____ SS# _____ Address: _____

Payor: Name _____ SS# _____ Address: _____

Primary Beneficiary _____ Relationship _____

Contingent Beneficiary _____ Relationship _____

Plan: _____ Return of Premium (not available on 10 year term plan) **Face Amount** _____

During the past 12 months have you used tobacco in any form (excluding occasional pipe and cigar use)? Yes No \$ _____

Riders: Waiver of Premium ADB \$ _____ CIA _____ Units _____ / _____ / _____

Disability Income \$ _____ % Critical Illness _____ **Mail Policy:** Agent Insured Owner

Mode: Bank Draft Draft 1st Prem on Req. Date Payroll Deduction **CWA:** E-Check Immediate 1st Prem

Qtrly Other **Modal Prem \$** _____ Collected \$ _____

Do you have any existing life or disability insurance or annuity contract? Yes No **Company** _____

Will you replace an existing life or disability insurance policy or an annuity? Yes No **Policy #** _____ **Amount of Coverage \$** _____

Other Proposed Insureds: Name	Rider	Amt.	Sex	Birthdate	St. of Birth	Height	Weight	Relationship

SECTION A: Answer Questions 1, 2 and 3 for all Proposed Insureds.

- Has any Proposed Insured been diagnosed or treated for, taken medication for or currently under treatment for (circle condition that applies):
 - high blood pressure, heart attack, angina, arrhythmia, aneurysm, stroke, TIA, heart or circulatory disease or disorder? Yes No
 - diabetes, pancreas disorder, hepatitis, Crohn's Disease, ulcerative colitis, liver or digestive disease or disorder? Yes No
 - cancer in any form, lung disease or disorder, seizures, mental or nervous disorder, bi-polar disorder, paralysis, blindness? Yes No
 - any disease or disorder of the kidneys, urinary bladder, prostate, reproductive organs, or sexually transmitted disease? Yes No
 - connective tissue disease, systemic lupus (SLE), anemia, arthritis, or any disorder of the back, joints, muscles? Yes No
 - any other disease or disorder, injury, surgery **within the past 24 months?** Yes No
- Within the past 2 years** has any proposed insured participated in parachuting, hang gliding, rock or mountain climbing, rodeo events, sky diving, scuba diving, organized racing of any kind, any professional sport, or aviation? Yes No
- Has any Proposed Insured:
 - been medically treated or diagnosed by a medical professional as having Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or any immune deficiency related disorder or tested positive for the Human Immunodeficiency Virus (HIV)? Yes No
 - within the past 5 years**, been convicted of any misdemeanor or felony charge, had their driver's license suspended or revoked, or convicted of driving under the influence of alcohol or drugs, or driver's license currently suspended or revoked? ... Yes No
 - within the past 5 years**, used illegal drugs, abused alcohol or drugs, or had or been recommended by a medical professional or licensed counselor to discontinue the use of alcohol or drugs or to have treatment or counseling for alcohol or drug use? Yes No
 - within the past 6 months**, been on probation, parole, or been prohibited from actively working full time (30 hours or more per week) at their regular occupation due to any illness, injury, or health related problem, or are you **currently** disabled? Yes No
 - within the past 12 months**, consulted a physician, had surgery, been hospitalized, or had diagnostic tests such as EKG, Xray, MRI, CAT scan? Yes No
 - within the past 12 months**, had diagnostic testing, surgery, or hospitalization recommended by a medical professional which has not been completed or for which the results have not been received? Yes No

SECTION B: If applying for Critical Illness Rider answer Question 4. (Provide: name, relationship, age at onset, medical condition.)

- Has primary insured had a natural parent, brother or sister, suffer from diabetes, kidney disease, require a major organ transplant or been diagnosed with heart disease, cerebrovascular disease, or internal cancer prior to age 60? Yes No

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

Illness, Injury, Disease, or Symptoms	Dates	Treatment	Name and Address of Physician and/or Hospital
	/ /		
	/ /		
	/ /		

Form No. PA9702(Rev.12/08)

NOTICE

Printed in compliance with Public Law 91-508

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

MIB PRE-NOTICE

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

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

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

COMMENTS:

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

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

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

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

I acknowledge receiving the Fair Credit Reporting Act Notice and the MIB Pre-Notice. I acknowledge receiving the Accelerated Living Benefit Rider Disclosure Form, the Terminal Illness and Confined Care Accelerated Benefit Rider Disclosure Forms, if applicable.

Signed at _____ Date of Application _____
CITY STATE MONTH DAY YEAR

SIGNATURE OF PROPOSED INSURED

SIGNATURE OF OWNER (IF OTHER THAN PROPOSED INSURED)

AGENT'S REPORT

I certify that I have personally asked each question on this application to the proposed insured(s), I have truly and completely recorded on the application the information supplied by him/her, and I witnessed their signature. I certify that the Accelerated Living Benefit Rider Disclosure Form, the Terminal Illness and Confined Care Accelerated Benefit Rider Disclosure Forms have been presented to the applicant, if applicable.

Does the proposed insured have any existing life or disability insurance or annuity contract? Yes No
Is the proposed insurance intended to replace or change any existing life or disability insurance or annuity? Yes No

Agent _____ No: _____ % Agent _____ No: _____ %

SIGNATURE

SIGNATURE

Insured _____ Account Holder _____

Financial Institution (name/address) _____

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

ATTACH VOIDED CHECK OR DEPOSIT SLIP

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

SIGNATURE (As on Financial Institution Records) _____

DATE _____

Form No. PA9702 (Rev.12/08)

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

CONDITIONAL RECEIPT

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

ALL PREMIUM CHECKS MUST BE PAYABLE TO THE COMPANY. DO NOT MAKE CHECK PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK.
Received from _____ the sum of \$ _____ as first payment on this application for

Proposed Insured _____

Agent _____

Date _____

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

Pioneer American Insurance Company

P.O. Box 240 • Waco, Texas 76703-0240 • 254-297-2776

April 5, 2012

NAIC No. 67873

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

Re: Form No. PA12-AR-9970 – Level Term Life Insurance to Age 95 Policy

Dear Mr. Musgrove:

The above referenced form is being submitted for your consideration and approval. This form is new. Upon receipt of approval, this form will replace Form No. PA06-9691 approved by your department on July 12, 2006.

Form No. PA12-AR-9970 is an individual non-participating level term to age 95 life insurance policy. This is a simplified underwritten product (w/Table 4 accepted as standard). Premiums are guaranteed and payable to age 95. There are two premium options available with a return of premium benefit payable at the end of the level premium period.

- 1) Premiums are level for twenty years and increase annually thereafter. Issue ages 18-60.
- 2) Premiums are level for thirty years and increase annually thereafter. Issue ages 18-50.

This product has guaranteed cash values grading to the return of premium benefit at the end of the level premium period.

The flesch readability score is 51.6. A copy of the Actuarial Memorandum is enclosed.

This product will be marketed through agents in the general market. It will not be marketed with an illustration.

Application Form No. PA9702(Rev.12/08), approved by your department on January 8, 2009 will be used with this product.

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

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

Sincerely,



Clara Keel, FLMI
Product Filing Manager & Assistant Secretary

