

SERFF Tracking Number: AMER-125825611 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 40333
Company Tracking Number: AAA3RF (08/08)
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable
Product Name: AAA3RF (08/08)
Project Name/Number: AAA3RF (08/08)/AAA3RF (08/08)

Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: AAA3RF (08/08)

TOI: A02I Individual Annuities- Deferred Non-
Variable

Sub-TOI: A02I.003 Single Premium

Filing Type: Form

SERFF Tr Num: AMER-125825611 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 40333

Co Tr Num: AAA3RF (08/08)

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Authors: Denise Ellis, Stephany
Hopkins, Jessica Johnson, Tara
Frahm, Christine Adolph

Disposition Date: 10/07/2008

Date Submitted: 09/22/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: AAA3RF (08/08)

Project Number: AAA3RF (08/08)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/07/2008

State Status Changed: 10/07/2008

Corresponding Filing Tracking Number:

Filing Description:

RE: Aviva Life and Annuity Company

Aviva Assured Fixed Annuity Series

Contract: Single Premium Deferred Annuity Contract, AAA3RF (08/08)

Single Premium Deferred Annuity Contract, AAA5RF (08/08)

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 09/19/2008

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

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Single Premium Deferred Annuity Contract, AAA7RF (08/08)
Single Premium Deferred Annuity Contract, AAA3R1F (08/08)
Single Premium Deferred Annuity Contract, AAA5R1F (08/08)
Single Premium Deferred Annuity Contract, AAA7R1F (08/08)
Health Questionnaire, 16632 6/08 AR FI

The following Endorsement and Application were previously approved or filed on the dates shown below:

Return of Premium Endorsement, ROP (06/08) N, approved 05/08/2008

Application for Deferred or Indexed Deferred Annuity, 80535 6/08 FI, approved 04/24/2008

NAIC: 61689

The above-referenced filing has been attached in readability form for the Department's review and approval. The Assured Fixed Annuity Series is a new series of annuity products designed to be offered through financial institutions and independent marketing organizations. This series includes new Single Premium Deferred Annuities, Contract forms AAA3RF (08/08), AAA5RF (08/08), AAA7RF (08/08), AAA3R1F (08/08), AAA5R1F (08/08) and AAA7R1F (08/08). The differences between Contract forms AAA3RF (08/08), AAA5RF (08/08), AAA7RF (08/08), AAA3R1F (08/08), AAA5R1F (08/08) and AAA7R1F (08/08) are the Withdrawal Charge Rate Schedule, Annuity Date provision and the Home Health Care Services Waiver of Withdrawal Charges provision (applicable only to the AAA3R1F (08/08), AAA5R1F (08/08) and AAA7R1F (08/08) Contracts.) Application form 80535 6/08 FI, previously filed with the Department and approved on 04/24/2008, will be utilized with the new Assured Fixed Annuity Series Contracts. Contract form AAA3RF (08/08) and Health Questionnaire 16632 6/08 AR FI have achieved a Flesch Reading Ease Test Score of 52.45. Contract forms AAA5RF (08/08) and AAA7RF (08/08) have achieved a Flesch Reading Ease Test Score of 53.35. Contract forms AAA3R1F (08/08), AAA5R1F (08/08) and AAA7R1F (08/08) have achieved a Flesch Reading Ease Test Score of 52.48. The Iowa Insurance Department approved the annuity Contract Forms and Health Questionnaire on 09/19/2008. The corresponding actuarial memorandums have been included for your reference.

Please note that on Pages 3, 3a, 4 and the front and back cover pages of all Contract forms, we have bracketed certain Contract information that we consider variable. Variable information is considered information that is unique to the specific issued Contract and/or Endorsement or information that can be changed for all new issues of the Contract without re-filing. In this regard, the Company reserves the right to offer any variety of interest crediting strategies. Initially, these Contracts will allow for the allocation of premium only to a Multi-Year Guaranteed Fixed Strategy. At any given time, the blend of available strategies will be a function primarily of economic conditions and consumer needs.

SERFF Tracking Number: AMER-125825611 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 40333
Company Tracking Number: AAA3RF (08/08)
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: AAA3RF (08/08)
Project Name/Number: AAA3RF (08/08)/AAA3RF (08/08)

These strategies will differ in interest rates credited, the length of the interest rate guarantee period (term period) and the number of term periods. When offered, these interest crediting strategies:

- a) will be applied to the Contract in a non-discriminatory manner;
- b) will be described on the Contract data page for new Contract issues and/or sufficiently communicated to existing contractholders, if applicable; and,
- c) will in all respects comply with the applicable regulatory requirements of the state in which the Contract is delivered.

We certify that Aviva Life and Annuity Company does attach a Life and Health guaranty notice with all of the contracts that are issued in the State of Arkansas. The form is titled, "LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT." With the issuance of this form with all issued contracts we believe we are in compliance with Regulation 49.

We certify that Aviva Lifa and Annuity Company does attach an IMPORTANT INFORMATION TO CONTRACTHOLDERS NOTICE with all of the contracts that are issued in the State of Arkansas. With the issuance of this form with all issued contracts we believe we are in compliance with Ark. Code Ann. 23-79-138.

Concerning Regulation 19§10B: We certify that the annuity contract issued by Aviva Lifa and Annuity Company meet the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department. In this regard, please be advised that the guaranteed benefits associated with our annuity contracts do not differentiate between males and females. In fact, the only time we differentiate between males and females is when the annuity contract is annuitized and our current rates generate a larger benefit than is generated using the contract's guaranteed rates. In calculating a annuity benefit based on our current annuitization rates, we utilize the age and sex of the annuitant and the 2000 Annuity Mortality Table. We believe, and we trust you will agree, this method of calculating annuitization benefits is based on both sound actuarial principles and a valid classification system.

The Health Questionnaire, 16632 6/08 AR FI, will be utilized with the Contract forms. The Health Questionnaire will be required with the application if the total premium for one annuitant, including premium already in force with the Company, exceeds \$1,000,000.

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The Statement of Variability's are attached for your reference.

To the best of my knowledge and belief, this filing complies with the rules and regulations of the State of Arkansas.
 Please let me know if I may be of further assistance. I appreciate your review and subsequent approval.

Company and Contact

Filing Contact Information

Denise Ellis, Compliance Associate denisee@amerusannuity.com
 555 South Kansas Avenue (785) 295-4477 [Phone]
 Topeka, KS 66603 (785) 295-4345[FAX]

Filing Company Information

Aviva Life and Annuity Company CoCode: 61689 State of Domicile: Iowa
 555 South Kansas Avenue Group Code: -99 Company Type: Insurance
 Topeka, KS 66603 Group Name: State ID Number:
 (785) 295-4352 ext. [Phone] FEIN Number: 42-0175020

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$50.00	09/22/2008	22639365

SERFF Tracking Number: AMER-125825611 *State:* Arkansas
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Variable
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/07/2008	10/07/2008

SERFF Tracking Number: AMER-125825611 *State:* Arkansas
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Disposition

Disposition Date: 10/07/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMER-125825611 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Health Questionnaire		Yes

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Form Schedule

Lead Form Number: AAA3RF (08/08)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AAA3RF (08/08)	Policy/Contract Certificate	Single Premium Deferred Annuity Contract	Initial		52	AAA3RF_0808.pdf
	AAA5RF (08/08)	Policy/Contract Certificate	Single Premium Deferred Annuity Contract	Initial		53	AAA5RF_0808.pdf
	AAA7RF (08/08)	Policy/Contract Certificate	Single Premium Deferred Annuity Contract	Initial		53	AAA7RF_0808.pdf
	AAA3R1F (08/08)	Policy/Contract Certificate	Single Premium Deferred Annuity Contract	Initial		52	AAA3R1F_0808.pdf
	AAA5R1F (08/08)	Policy/Contract Certificate	Single Premium Deferred Annuity Contract	Initial		52	AAA5R1F_0808.pdf
	AAA7R1F (08/08)	Policy/Contract Certificate	Single Premium Deferred Annuity Contract	Initial		52	AAA7R1F_0808.pdf
	16632 6/08 AR FI	Policy/Contract Certificate	Health Questionnaire	Initial		52	AR_16632-HQ.pdf

Single Premium Deferred Annuity Contract

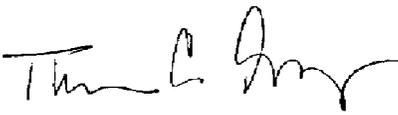
Aviva Life and Annuity Company (hereinafter "the Company") will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant's death and surrender of this Contract.

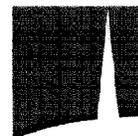
This is a legal contract between the Owner and **Aviva Life and Annuity Company**.

PLEASE READ THIS CONTRACT CAREFULLY. It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Single Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.


Thomas C. Godlasky
President and CEO


Michael H. Miller
Secretary



AVIVA

Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

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CONTRACT DATA PAGE

Contract Data	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[05/01/2008]
Annuity Date:	[05/01/2033]
Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	[6.00%]
2	[5.00%]
3	[4.00%]
There are no Withdrawal Charges after the 3rd Contract Year.	

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CONTRACT DATA PAGE • Continued**Strategy Allocation Percentages and Data Elements on the Contract Date**

1-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate		
1-Year Guaranteed Fixed Strategy*	[N/A]	[3.00%]		
Multi-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate	Term Period	Number of Term Periods
[3]-Year Guaranteed Fixed Strategy	[100%]	[3.50%]	[3]	[1]

*No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. However, at the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,
CALL: [1-800-711-9553]**

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TABLE OF GUARANTEED MINIMUM VALUES

End of Contract Year	Minimum Cash Surrender Value
1	[\$25,000.00]
2	[25,570.97]
3	[26,716.35]
4	[28,272.29]
5	[28,837.73]
6	[29,414.48]
7	[30,002.76]
8	[30,602.81]
9	[31,214.86]
10	[31,839.15]
11	[32,475.93]
12	[33,125.44]
13	[33,787.94]
14	[34,463.69]
15	[35,152.96]
16	[35,856.01]
17	[36,573.13]
18	[37,304.59]
19	[38,050.68]
20	[38,811.69]
Age 95	[42,851.22]

Contract Number: [Specimen]

Premium: [\$25,000.00]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Withdrawals. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.

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GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

• Owner

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

• Assignment

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

• Beneficiary

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

● Designated Beneficiary

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.

GENERAL PROVISIONS

● Annuity Date

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the Contract Anniversary following the Annuitant's age 95. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and prior to the Annuity Date, the Owner may change the Annuity Date by filing a signed written request with the Company. The Annuity Date may not be changed to a date earlier than 1 year after the Contract Date of this Contract.

● Proceeds

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

● Terms of Annuity Payment

● If there is one living Annuitant on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● If there are two living Annuitants on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

● **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

● **Distribution on Death of Owner**

● **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

● Where Owner is the Annuitant

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

GENERAL PROVISIONS**● Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

● Premium

The Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Premium that it will accept for this Contract. The Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

● Business Day

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

● Allocation Percentages

On the Contract Date, the Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100% and when summed together must equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

● Transfers

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**● Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.

● Interest Credits

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date. The Initial Interest Rate for each Strategy is shown on the Contract Data Page. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with the Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

● Accumulated Value

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

● Strategy Value

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any amount('s) transferred from the Contract's other Strategies to the Strategy; plus
3. The amount of Interest Credits that are credited to that Strategy; minus
4. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
5. Withdrawals of any type deducted from that Strategy.

● Cash Surrender Value

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● **Withdrawal Charge**

The Withdrawal Charge in any Contract Year will be equal to $[(A - B) \times C]$ where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

● **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Premium credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

● **Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more subsequent Contract Years.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● Statements

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

● Terminal Illness Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

● Confinement Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**• Home Health Care Services Waiver of Withdrawal Charges**

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is 20% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.

SETTLEMENT OPTIONS

● Election of Option

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

● Optional Annuity Benefits

This Contract will provide the following Optional Annuity Benefits:

Option 1 - Life Annuity

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

Option 2 - Life Annuity with Guaranteed Period

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

Option 3 - Installment Refund Life Annuity

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

SETTLEMENT OPTIONS**Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to $\frac{2}{3}$ or $\frac{1}{2}$ of the payment made during the joint lifetime of the two persons.

Option 5 - Fixed Period Annuity

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

SETTLEMENT OPTIONS

Option One, Two, and Three Monthly Income Rates per \$1,000 of Proceeds
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Period Certain & Life						
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Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

Option Five Monthly Income Rates per \$1,000 of Proceeds

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

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- **Single Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Single Premium Deferred Annuity Contract

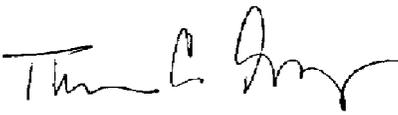
Aviva Life and Annuity Company (hereinafter "the Company") will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant's death and surrender of this Contract.

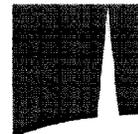
This is a legal contract between the Owner and **Aviva Life and Annuity Company**.

PLEASE READ THIS CONTRACT CAREFULLY. It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Single Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.


Thomas C. Godlasky
President and CEO


Michael H. Miller
Secretary



AVIVA

Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

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CONTRACT DATA PAGE

Contract Data	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[05/01/2008]
Annuity Date:	[05/01/2033]
Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	[7.00%]
2	[6.00%]
3	[6.00%]
4	[5.00%]
5	[4.00%]
There are no Withdrawal Charges after the 5th Contract Year.	

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CONTRACT DATA PAGE • Continued**Strategy Allocation Percentages and Data Elements on the Contract Date**

1-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate		
1-Year Guaranteed Fixed Strategy*	[N/A]	[3.00%]		
Multi-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate	Term Period	Number of Term Periods
[5]-Year Guaranteed Fixed Strategy	[100%]	[3.50%]	[5]	[1]

*No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. However, at the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,
CALL: [1-800-711-9553]**

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TABLE OF GUARANTEED MINIMUM VALUES

End of Contract Year	Minimum Cash Surrender Value
1	[\$25,000.00]
2	[25,329.04]
3	[26,215.55]
4	[27,392.25]
5	[28,619.21]
6	[30,285.98]
7	[30,891.69]
8	[31,509.52]
9	[32,139.71]
10	[32,782.50]
11	[33,438.15]
12	[34,106.91]
13	[34,789.04]
14	[35,484.82]
15	[36,194.51]
16	[36,918.40]
17	[37,656.76]
18	[38,409.89]
19	[39,178.08]
20	[39,961.64]
Age 95	[44,120.86]

Contract Number: [Specimen]

Premium: [\$25,000.00]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Withdrawals. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.

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GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

• Owner

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

• Assignment

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

• Beneficiary

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

● Designated Beneficiary

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.

GENERAL PROVISIONS

● Annuity Date

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the Contract Anniversary following the Annuitant's age 95. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and prior to the Annuity Date, the Owner may change the Annuity Date by filing a signed written request with the Company. The Annuity Date may not be changed to a date earlier than 1 year after the Contract Date of this Contract.

● Proceeds

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

● Terms of Annuity Payment

● If there is one living Annuitant on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● If there are two living Annuitants on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

● **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

● **Distribution on Death of Owner**

● **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

● Where Owner is the Annuitant

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

GENERAL PROVISIONS**● Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

● Premium

The Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Premium that it will accept for this Contract. The Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

● Business Day

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

● Allocation Percentages

On the Contract Date, the Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100% and when summed together must equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

● Transfers

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**● Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.

● Interest Credits

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date. The Initial Interest Rate for each Strategy is shown on the Contract Data Page. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with the Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

● Accumulated Value

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

● Strategy Value

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any amount(s) transferred from the Contract's other Strategies to the Strategy; plus
3. The amount of Interest Credits that are credited to that Strategy; minus
4. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
5. Withdrawals of any type deducted from that Strategy.

● Cash Surrender Value

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● **Withdrawal Charge**

The Withdrawal Charge in any Contract Year will be equal to $[(A - B) \times C]$ where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

● **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Premium credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

● **Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more subsequent Contract Years.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● Statements

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

● Terminal Illness Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

● Confinement Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**• Home Health Care Services Waiver of Withdrawal Charges**

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is 20% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.

SETTLEMENT OPTIONS

● Election of Option

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

● Optional Annuity Benefits

This Contract will provide the following Optional Annuity Benefits:

Option 1 - Life Annuity

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

Option 2 - Life Annuity with Guaranteed Period

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

Option 3 - Installment Refund Life Annuity

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

SETTLEMENT OPTIONS**Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to $\frac{2}{3}$ or $\frac{1}{2}$ of the payment made during the joint lifetime of the two persons.

Option 5 - Fixed Period Annuity

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

SETTLEMENT OPTIONS

Option One, Two, and Three Monthly Income Rates per \$1,000 of Proceeds
--

Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

Option Five Monthly Income Rates per \$1,000 of Proceeds

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

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- **Single Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Single Premium Deferred Annuity Contract

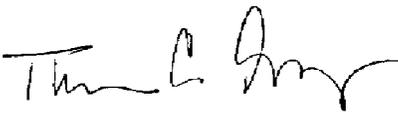
Aviva Life and Annuity Company (hereinafter "the Company") will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant's death and surrender of this Contract.

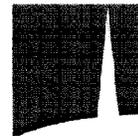
This is a legal contract between the Owner and **Aviva Life and Annuity Company**.

PLEASE READ THIS CONTRACT CAREFULLY. It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Single Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.


Thomas C. Godlasky
President and CEO


Michael H. Miller
Secretary



AVIVA

Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

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CONTRACT DATA PAGE

Contract Data	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[05/01/2008]
Annuity Date:	[05/01/2033]
Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	[7.00%]
2	[7.00%]
3	[6.00%]
4	[6.00%]
5	[5.00%]
6	[4.00%]
7	[3.00%]
There are no Withdrawal Charges after the 7th Contract Year.	

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CONTRACT DATA PAGE • Continued**Strategy Allocation Percentages and Data Elements on the Contract Date**

1-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate		
1-Year Guaranteed Fixed Strategy*	[N/A]	[3.00%]		
Multi-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate	Term Period	Number of Term Periods
[7]-Year Guaranteed Fixed Strategy	[100%]	[3.50%]	[7]	[1]

*No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. However, at the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,
CALL: [1-800-711-9553]**

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TABLE OF GUARANTEED MINIMUM VALUES

End of Contract Year	Minimum Cash Surrender Value
1	[\$25,000.00]
2	[25,087.11]
3	[26,215.55]
4	[27,133.09]
5	[28,350.98]
6	[29,343.26]
7	[30,657.60]
8	[32,443.08]
9	[33,091.94]
10	[33,753.77]
11	[34,428.84]
12	[35,117.41]
13	[35,819.75]
14	[36,536.14]
15	[37,266.86]
16	[38,012.19]
17	[38,772.43]
18	[39,547.87]
19	[40,338.82]
20	[41,145.59]
Age 95	[45,428.04]

Contract Number: [Specimen]

Premium: [\$25,000.00]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Withdrawals. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.

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GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

• Owner

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

• Assignment

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

• Beneficiary

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

● Designated Beneficiary

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.

GENERAL PROVISIONS

● Annuity Date

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the Contract Anniversary following the Annuitant's age 95. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and prior to the Annuity Date, the Owner may change the Annuity Date by filing a signed written request with the Company. The Annuity Date may not be changed to a date earlier than 1 year after the Contract Date of this Contract.

● Proceeds

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

● Terms of Annuity Payment

● If there is one living Annuitant on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● If there are two living Annuitants on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

● **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

● **Distribution on Death of Owner**

● **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

● Where Owner is the Annuitant

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

GENERAL PROVISIONS**● Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

● Premium

The Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Premium that it will accept for this Contract. The Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

● Business Day

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

● Allocation Percentages

On the Contract Date, the Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100% and when summed together must equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

● Transfers

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**● Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.

● Interest Credits

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date. The Initial Interest Rate for each Strategy is shown on the Contract Data Page. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with the Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

● Accumulated Value

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

● Strategy Value

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any amount(s) transferred from the Contract's other Strategies to the Strategy; plus
3. The amount of Interest Credits that are credited to that Strategy; minus
4. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
5. Withdrawals of any type deducted from that Strategy.

● Cash Surrender Value

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● **Withdrawal Charge**

The Withdrawal Charge in any Contract Year will be equal to $[(A - B) \times C]$ where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

● **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Premium credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

● **Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more subsequent Contract Years.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● Statements

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

● Terminal Illness Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

● Confinement Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**• Home Health Care Services Waiver of Withdrawal Charges**

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is 20% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.

SETTLEMENT OPTIONS

● Election of Option

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

● Optional Annuity Benefits

This Contract will provide the following Optional Annuity Benefits:

Option 1 - Life Annuity

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

Option 2 - Life Annuity with Guaranteed Period

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

Option 3 - Installment Refund Life Annuity

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

SETTLEMENT OPTIONS**Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to $\frac{2}{3}$ or $\frac{1}{2}$ of the payment made during the joint lifetime of the two persons.

Option 5 - Fixed Period Annuity

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

SETTLEMENT OPTIONS

Option One, Two, and Three Monthly Income Rates per \$1,000 of Proceeds
--

Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

Option Five Monthly Income Rates per \$1,000 of Proceeds

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

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- **Single Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Single Premium Deferred Annuity Contract

Aviva Life and Annuity Company (hereinafter “the Company”) will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant’s death and surrender of this Contract.

This is a legal contract between the Owner and **Aviva Life and Annuity Company**.

PLEASE READ THIS CONTRACT CAREFULLY. It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Single Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.


Thomas C. Godlasky
President and CEO


Michael H. Miller
Secretary



AVIVA

Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

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CONTRACT DATA PAGE

Contract Data	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[05/01/2008]
Annuity Date:	[05/01/2033]
Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]
Home Health Care Services Free Withdrawal Percentage:	[20%]

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	[6.00%]
2	[5.00%]
3	[4.00%]
There are no Withdrawal Charges after the 3rd Contract Year.	

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CONTRACT DATA PAGE • Continued**Strategy Allocation Percentages and Data Elements on the Contract Date**

1-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate		
1-Year Guaranteed Fixed Strategy*	[N/A]	[3.00%]		
Multi-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate	Term Period	Number of Term Periods
[3]-Year Guaranteed Fixed Strategy	[100%]	[3.50%]	[3]	[1]

*No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. However, at the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,
CALL: [1-800-711-9553]**

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TABLE OF GUARANTEED MINIMUM VALUES

End of Contract Year	Minimum Cash Surrender Value
1	[\$25,000.00]
2	[25,570.97]
3	[26,716.35]
4	[28,272.29]
5	[28,837.73]
6	[29,414.48]
7	[30,002.76]
8	[30,602.81]
9	[31,214.86]
10	[31,839.15]
11	[32,475.93]
12	[33,125.44]
13	[33,787.94]
14	[34,463.69]
15	[35,152.96]
16	[35,856.01]
17	[36,573.13]
18	[37,304.59]
19	[38,050.68]
20	[38,811.69]
Age 95	[42,851.22]

Contract Number: [Specimen]

Premium: [\$25,000.00]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Withdrawals. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.

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GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

• Owner

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

• Assignment

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

• Beneficiary

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

● Designated Beneficiary

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.

GENERAL PROVISIONS

● Annuity Date

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the Contract Anniversary following the Annuitant's age 95. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and prior to the Annuity Date, the Owner may change the Annuity Date by filing a signed written request with the Company. The Annuity Date may not be changed to a date earlier than 1 year after the Contract Date of this Contract.

● Proceeds

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

● Terms of Annuity Payment

● If there is one living Annuitant on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● If there are two living Annuitants on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

● **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

● **Distribution on Death of Owner**

● **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

● Where Owner is the Annuitant

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

GENERAL PROVISIONS**● Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

● Premium

The Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Premium that it will accept for this Contract. The Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

● Business Day

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

● Allocation Percentages

On the Contract Date, the Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100% and when summed together must equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

● Transfers

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**● Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.

● Interest Credits

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date. The Initial Interest Rate for each Strategy is shown on the Contract Data Page. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with the Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

● Accumulated Value

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

● Strategy Value

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any amount(s) transferred from the Contract's other Strategies to the Strategy; plus
3. The amount of Interest Credits that are credited to that Strategy; minus
4. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
5. Withdrawals of any type deducted from that Strategy.

● Cash Surrender Value

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● **Withdrawal Charge**

The Withdrawal Charge in any Contract Year will be equal to $[(A - B) \times C]$ where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

● **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Premium credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

● **Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more subsequent Contract Years.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● Statements

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

● Terminal Illness Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

● Confinement Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

● Home Health Care Services Waiver of Withdrawal Charges

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is [20%] of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.

SETTLEMENT OPTIONS

● Election of Option

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

● Optional Annuity Benefits

This Contract will provide the following Optional Annuity Benefits:

Option 1 - Life Annuity

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

Option 2 - Life Annuity with Guaranteed Period

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

Option 3 - Installment Refund Life Annuity

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

SETTLEMENT OPTIONS**Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to $\frac{2}{3}$ or $\frac{1}{2}$ of the payment made during the joint lifetime of the two persons.

Option 5 - Fixed Period Annuity

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

SETTLEMENT OPTIONS

Option One, Two, and Three Monthly Income Rates per \$1,000 of Proceeds
--

Period Certain & Life

Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

Option Five Monthly Income Rates per \$1,000 of Proceeds

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

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- **Single Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Single Premium Deferred Annuity Contract

Aviva Life and Annuity Company (hereinafter “the Company”) will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant’s death and surrender of this Contract.

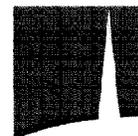
This is a legal contract between the Owner and **Aviva Life and Annuity Company**.

PLEASE READ THIS CONTRACT CAREFULLY. It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Single Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.


Thomas C. Godlasky
President and CEO


Michael H. Miller
Secretary



AVIVA

Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

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CONTRACT DATA PAGE

Contract Data	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[05/01/2008]
Annuity Date:	[05/01/2033]
Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]
Home Health Care Services Free Withdrawal Percentage:	[20%]

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	[7.00%]
2	[6.00%]
3	[6.00%]
4	[5.00%]
5	[4.00%]
There are no Withdrawal Charges after the 5th Contract Year.	

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CONTRACT DATA PAGE • Continued**Strategy Allocation Percentages and Data Elements on the Contract Date**

1-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate		
1-Year Guaranteed Fixed Strategy*	[N/A]	[3.00%]		
Multi-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate	Term Period	Number of Term Periods
[5]-Year Guaranteed Fixed Strategy	[100%]	[3.50%]	[5]	[1]

*No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. However, at the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,
CALL: [1-800-711-9553]**

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TABLE OF GUARANTEED MINIMUM VALUES

End of Contract Year	Minimum Cash Surrender Value
1	[\$25,000.00]
2	[25,329.04]
3	[26,215.55]
4	[27,392.25]
5	[28,619.21]
6	[30,285.98]
7	[30,891.69]
8	[31,509.52]
9	[32,139.71]
10	[32,782.50]
11	[33,438.15]
12	[34,106.91]
13	[34,789.04]
14	[35,484.82]
15	[36,194.51]
16	[36,918.40]
17	[37,656.76]
18	[38,409.89]
19	[39,178.08]
20	[39,961.64]
Age 95	[44,120.86]

Contract Number: [Specimen]

Premium: [\$25,000.00]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Withdrawals. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.

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GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

• Owner

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

• Assignment

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

• Beneficiary

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

● Designated Beneficiary

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.

GENERAL PROVISIONS

● Annuity Date

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the Contract Anniversary following the Annuitant's age 95. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and prior to the Annuity Date, the Owner may change the Annuity Date by filing a signed written request with the Company. The Annuity Date may not be changed to a date earlier than 1 year after the Contract Date of this Contract.

● Proceeds

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

● Terms of Annuity Payment

● If there is one living Annuitant on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● If there are two living Annuitants on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

● **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

● **Distribution on Death of Owner**

● **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

● Where Owner is the Annuitant

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

GENERAL PROVISIONS**● Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

● Premium

The Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Premium that it will accept for this Contract. The Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

● Business Day

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

● Allocation Percentages

On the Contract Date, the Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100% and when summed together must equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

● Transfers

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**● Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.

● Interest Credits

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date. The Initial Interest Rate for each Strategy is shown on the Contract Data Page. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with the Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

● Accumulated Value

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

● Strategy Value

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any amount(s) transferred from the Contract's other Strategies to the Strategy; plus
3. The amount of Interest Credits that are credited to that Strategy; minus
4. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
5. Withdrawals of any type deducted from that Strategy.

● Cash Surrender Value

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● Withdrawal Charge

The Withdrawal Charge in any Contract Year will be equal to $[(A - B) \times C]$ where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

● Minimum Guaranteed Contract Value

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Premium credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

● Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more subsequent Contract Years.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● Statements

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

● Terminal Illness Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

● Confinement Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**• Home Health Care Services Waiver of Withdrawal Charges**

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is [20%] of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.

SETTLEMENT OPTIONS

● Election of Option

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

● Optional Annuity Benefits

This Contract will provide the following Optional Annuity Benefits:

Option 1 - Life Annuity

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

Option 2 - Life Annuity with Guaranteed Period

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

Option 3 - Installment Refund Life Annuity

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

SETTLEMENT OPTIONS**Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to $\frac{2}{3}$ or $\frac{1}{2}$ of the payment made during the joint lifetime of the two persons.

Option 5 - Fixed Period Annuity

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

SETTLEMENT OPTIONS

Option One, Two, and Three Monthly Income Rates per \$1,000 of Proceeds
--

Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

Option Five Monthly Income Rates per \$1,000 of Proceeds

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

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- **Single Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Single Premium Deferred Annuity Contract

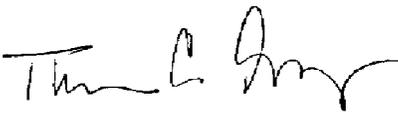
Aviva Life and Annuity Company (hereinafter “the Company”) will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant’s death and surrender of this Contract.

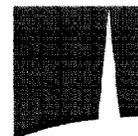
This is a legal contract between the Owner and **Aviva Life and Annuity Company**.

PLEASE READ THIS CONTRACT CAREFULLY. It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Single Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.


Thomas C. Godlasky
President and CEO


Michael H. Miller
Secretary



AVIVA

Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

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CONTRACT DATA PAGE

Contract Data	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[05/01/2008]
Annuity Date:	[05/01/2033]
Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]
Home Health Care Services Free Withdrawal Percentage:	[20%]

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	[7.00%]
2	[7.00%]
3	[6.00%]
4	[6.00%]
5	[5.00%]
6	[4.00%]
7	[3.00%]
There are no Withdrawal Charges after the 7th Contract Year.	

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CONTRACT DATA PAGE • Continued**Strategy Allocation Percentages and Data Elements on the Contract Date**

1-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate		
1-Year Guaranteed Fixed Strategy*	[N/A]	[3.00%]		
Multi-Year Strategy(ies)	Allocation Percentages	Initial Interest Rate	Term Period	Number of Term Periods
[7]-Year Guaranteed Fixed Strategy	[100%]	[3.50%]	[7]	[1]

*No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. However, at the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,
CALL: [1-800-711-9553]**

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TABLE OF GUARANTEED MINIMUM VALUES

End of Contract Year	Minimum Cash Surrender Value
1	[\$25,000.00]
2	[25,087.11]
3	[26,215.55]
4	[27,133.09]
5	[28,350.98]
6	[29,343.26]
7	[30,657.60]
8	[32,443.08]
9	[33,091.94]
10	[33,753.77]
11	[34,428.84]
12	[35,117.41]
13	[35,819.75]
14	[36,536.14]
15	[37,266.86]
16	[38,012.19]
17	[38,772.43]
18	[39,547.87]
19	[40,338.82]
20	[41,145.59]
Age 95	[45,428.04]

Contract Number: [Specimen]

Premium: [\$25,000.00]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Withdrawals. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.

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GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

• Owner

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

• Assignment

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

• Beneficiary

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

● Designated Beneficiary

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.

GENERAL PROVISIONS

● Annuity Date

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the Contract Anniversary following the Annuitant's age 95. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and prior to the Annuity Date, the Owner may change the Annuity Date by filing a signed written request with the Company. The Annuity Date may not be changed to a date earlier than 1 year after the Contract Date of this Contract.

● Proceeds

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

● Terms of Annuity Payment

● If there is one living Annuitant on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● If there are two living Annuitants on the Annuity Date

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

● **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

● **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

● **Distribution on Death of Owner**

● **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

● Where Owner is the Annuitant

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

GENERAL PROVISIONS**● Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

● Premium

The Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Premium that it will accept for this Contract. The Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

● Business Day

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

● Allocation Percentages

On the Contract Date, the Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. No Premium may be allocated to the 1-Year Guaranteed Fixed Strategy on the Contract Date. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100% and when summed together must equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

● Transfers

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**● Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.

● Interest Credits

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date. The Initial Interest Rate for each Strategy is shown on the Contract Data Page. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with the Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

● Accumulated Value

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

● Strategy Value

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any amount(s) transferred from the Contract's other Strategies to the Strategy; plus
3. The amount of Interest Credits that are credited to that Strategy; minus
4. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
5. Withdrawals of any type deducted from that Strategy.

● Cash Surrender Value

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● **Withdrawal Charge**

The Withdrawal Charge in any Contract Year will be equal to $[(A - B) \times C]$ where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

● **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Premium credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

● **Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more subsequent Contract Years.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE
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If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

● Statements

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

● Terminal Illness Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

● Confinement Waiver of Withdrawal Charges

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE

- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

PREMIUM, ACCUMULATED AND CASH SURRENDER VALUE**• Home Health Care Services Waiver of Withdrawal Charges**

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is [20%] of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.

SETTLEMENT OPTIONS

● Election of Option

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

● Optional Annuity Benefits

This Contract will provide the following Optional Annuity Benefits:

Option 1 - Life Annuity

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

Option 2 - Life Annuity with Guaranteed Period

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

Option 3 - Installment Refund Life Annuity

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

SETTLEMENT OPTIONS**Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to $\frac{2}{3}$ or $\frac{1}{2}$ of the payment made during the joint lifetime of the two persons.

Option 5 - Fixed Period Annuity

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

SETTLEMENT OPTIONS

Option One, Two, and Three Monthly Income Rates per \$1,000 of Proceeds
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Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

Option Five Monthly Income Rates per \$1,000 of Proceeds

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

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- **Single Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



Administrative Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

Home Office:
611 5th Avenue
Des Moines, IA 50309
(800) 711-9553

For use when writing application for \$1,000,000 or more.

Aviva Life and Annuity Company 611 Fifth Ave. Des Moines, IA 50309-1603

PROPOSED INSURED OR ANNUITANT:	<input type="checkbox"/> M	Date of Birth:	State of Birth:	Age:	Height:	Weight:.
	<input type="checkbox"/> F					

TO BE COMPLETED BY THE PROPOSED INSURED: To the best of your knowledge and belief: Yes No

1. a. Have you been gainfully employed (at least 30 hours per week) for the past 12 months?
 b. If retired are you capable of such employment?
2. To the best of your knowledge and belief, have you been diagnosed, advised to seek treatment, or been treated by a medical practitioner, within the past 10 years for:
 - a. cancer; leukemia or melanoma; organ transplant; systemic lupus; an immune deficiency disorder (AIDS); AIDS Related Complex (ARC); AIDS related conditions; been advised not to donate blood; or tested positive for antibodies to the AIDS, or human immunodeficiency virus (HIV)?
 - b. grand mal epilepsy; Alzheimer's or organic brain disease; psychosis; paralysis; alcohol or drug use; or any disease of the nerves or muscles?
 - c. chest pain; heart murmur; heart or vascular surgery; coronary; carotid or peripheral vascular disease; enlarged heart; aneurysm; cardiomyopathy; congestive heart failure; irregular heart beat; elevated blood pressure; or disease of the blood?
 - d. tuberculosis; cystic fibrosis; bronchiectosis; or chronic obstructive pulmonary disease or any disease of the blood?
 - e. ulcerative colitis; regional enteritis; gastrointestinal hemorrhage; cirrhosis; hepatitis; or pancreatitis?
 - f. chronic nephritis or kidney disease; renal failure; or dialysis?
 - g. diabetes; rheumatoid arthritis; joint replacement; amputation; or disease of the adrenal or pituitary glands?
3. Are you currently under treatment of taking medication?
4. To the best of your knowledge have you:
 - a. been advised to have any diagnostic test, hospitalization or surgery not yet completed?
 - b. other than above, had any consultation, treatment or hospitalization within the past 5 years?
 - c. any doctor's appointments currently scheduled?
 - d. ever sought treatment for alcoholism or drug abuse?

Give complete details for all questions answered "yes" (except number 1) in the space provided below. Attach separate sheet if necessary. Be sure it is signed and dated.

Question Number:	Date(s) of Treatment:	Provide Reason(s) for Consultation(s), name(s), address(es), and phone number(s) of physician(s). Include details of treatment prescribed/result of consultation; medication prescribed.

5. Have you had life or health insurance declined; non-renewed; rated; modified; postponed; or cancelled?
6. List life insurance, disability income and annuity policies in force on life of proposed insured:

Company:	Policy No.:	Year Issued	Plan:	Amount:

AGREEMENT FOR PURCHASE OF ANNUITY POLICY: Except as stated above, I believe I am now in good health. I represent that each of the above statements and answers is true and complete to the best of my knowledge and belief. I understand my statements shall be the basis for issue of an annuity policy by Aviva Life and Annuity Company. A copy of this application shall be attached to and made part of the policy. I authorize any licensed physician, medical practitioner or other medical or medically related facility, insurance company, the MIB, Inc. or other organization, institution or person that has any records or knowledge of me or my health to give such information to Aviva Life and Annuity Company. or its reinsurers. This authorization is valid for 30 months and includes information about drugs, alcoholism, or mental illness. I have read and understand the Notice of Shared Medical Information on the attached sheet. A photographic copy of this application shall be as valid as the original.

Signed at: _____, this _____ day of _____, 20_____.

Signature of Annuitant: _____

Signature of Producer: _____

In the following Notice and Agreement, "We," "Us" and "Our" refer to the
AVIVA LIFE AND ANNUITY COMPANY

NOTICE OF SHARED MEDICAL INFORMATION

You are undoubtedly aware that when you apply for certain kinds of insurance or credit, the companies involved attempt to verify the information on your application. This is sound business procedure and helps protect both parties.

Information regarding your insurability will be treated as confidential except that We or Our reinsurers may make a brief report thereon to MIB, Inc., a non-profit membership organization of life insurance companies. MIB, Inc. operates as an information exchange on behalf of its members. Upon request by another member insurance company to which you have applied for life or health insurance coverage or to which a claim is submitted, MIB, Inc., will supply the information it may have in its files.

Upon receipt of a request from you, MIB, Inc., will arrange disclosure of any information it may have in your file. If you question the accuracy of information in the file, you may contact MIB, Inc. and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of the MIB, Inc. Information Office is:

Post Office Box 105
Essex Station
Boston, Massachusetts 02112
Telephone Number: (617) 426-3660

We or Our reinsurers may also release information in Our file to Our reinsurers or to other life insurance companies to whom you may apply for life or health insurance or to whom a claim for benefits may be submitted.

LEAVE WITH ANNUITANT

SERFF Tracking Number: AMER-125825611 *State:* Arkansas
Filing Company: Aviva Life and Annuity Company *State Tracking Number:* 40333
Company Tracking Number: AAA3RF (08/08)
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.003 Single Premium
Variable
Product Name: AAA3RF (08/08)
Project Name/Number: AAA3RF (08/08)/AAA3RF (08/08)

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMER-125825611 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 40333
Company Tracking Number: AAA3RF (08/08)
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: AAA3RF (08/08)
Project Name/Number: AAA3RF (08/08)/AAA3RF (08/08)

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

09/22/2008

Comments:

Attachments:

AR_AAA3RF_0808_ScoreCert.pdf
AR_AAA5RF_0808_ScoreCert.pdf
AR_AAA7RF_0808_ScoreCert.pdf
AR_AAA3R1F_0808_ScoreCert.pdf
AR_AAA5R1F_0808_ScoreCert.pdf
AR_AAA7R1F_0808_ScoreCert.pdf
AR_AAA3RF_0808_AgentEdCert.pdf
AR_AAA3RF_0808_ContSummCert.pdf
AR_AAA3RF_088_DiscAdvCert_Rev.pdf

Review Status:

Satisfied -Name: Statements of Variability

09/22/2008

Comments:

Attachments:

AAA3RF_0808_Fixed_Generic_SOV.pdf
AAA5RF_0808_Fixed_Generic_SOV.pdf
AAA7RF_0808_Fixed_Generic_SOV.pdf
AAA3R1F_0808_Fixed_Generic_SOV.pdf
AAA5R1F_0808_Fixed_Generic_SOV.pdf
AAA7R1F_0808_Fixed_Generic_SOV.pdf

AVIVA LIFE AND ANNUITY COMPANY
Topeka, Kansas

CERTIFICATION

This is to certify that the attached

has achieved a Flesch Reading Ease Score of _____ and complies with the requirements of
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language
Simplification Act.

Date

Officer's Name

Randy Matzke, FLMI
Vice President, Product Compliance

Title

AVIVA LIFE AND ANNUITY COMPANY
Topeka, Kansas

CERTIFICATION

This is to certify that the attached

has achieved a Flesch Reading Ease Score of _____ and complies with the requirements of
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language
Simplification Act.

Date

Officer's Name

Randy Matzke, FLMI
Vice President, Product Compliance

Title

AVIVA LIFE AND ANNUITY COMPANY
Topeka, Kansas

CERTIFICATION

This is to certify that the attached

has achieved a Flesch Reading Ease Score of _____ and complies with the requirements of
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Simplification Act.

Date

Officer's Name

Randy Matzke, FLMI
Vice President, Product Compliance

Title

AVIVA LIFE AND ANNUITY COMPANY
Topeka, Kansas

CERTIFICATION

This is to certify that the attached

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Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language
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Date

Officer's Name

Randy Matzke, FLMI
Vice President, Product Compliance

Title

AVIVA LIFE AND ANNUITY COMPANY
Topeka, Kansas

CERTIFICATION

This is to certify that the attached

has achieved a Flesch Reading Ease Score of _____ and complies with the requirements of
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language
Simplification Act.

Date

Officer's Name

Randy Matzke, FLMI
Vice President, Product Compliance

Title

AVIVA LIFE AND ANNUITY COMPANY
Topeka, Kansas

CERTIFICATION

This is to certify that the attached

has achieved a Flesch Reading Ease Score of _____ and complies with the requirements of
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language
Simplification Act.

Date

Officer's Name

Randy Matzke, FLMI
Vice President, Product Compliance

Title

Aviva Life and Annuity Company

CERTIFICATION

**AGENT EDUCATION FOR THE STATE OF
ARKANSAS**

Aviva Life and Annuity Company hereby certifies that the contract will not be solicited by any person who is not trained and qualified.

Randy Matzke, FLMI
Vice President
Product Compliance and Development

Dated _____

Aviva Life and Annuity Company

CERTIFICATION

FOR THE STATE OF ARKANSAS

I hereby certify that the company has reviewed and evaluated the contract summary disclosure to assure that it is in no way deceptive, confusing or misleading and contains the following:

- a simplified explanation of the key elements of the contract;
- appropriate examples showing the method of calculating the index credit;
- prominent display of any limitations on payment of premium or allocation of values;
- prominent display of any surrender charges;
- prominent display of any limitation, restriction, penalty or charge for transfers during a term;
- a statement emphasizing the insurance nature of the contract and that the contract is not a variable contract or other type of investment contract.

Randy Matzke, FLMI
V.P. Product Compliance and Development

Dated: _____

Aviva Life and Annuity Company

CERTIFICATION

**DISCLOSURE AND ADVERTISING
FOR THE STATE OF ARKANSAS**

Aviva Life and Annuity Company certifies that we will review and evaluate the contract summary disclosure and advertising for form _____ and that they will be in no way deceptive, confusing or misleading. Any new or revised advertising to be used with these contracts will be reviewed carefully by our Company prior to use.

Randy Matzke, FLMI
Vice President
Product Compliance and Development

Date

Aviva Life and Annuity Company
Statement of Variability

CONTRACT FORM

AAA3RF (08/08)

Minimum Guaranteed Interest Rate	<u>Minimum</u>	<u>Maximum</u>	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 1	1%	3%			
Withdrawal Charge Rate Schedule - Year 2	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 3	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts
1-Year Guaranteed Fixed Strategy	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Multi-Year Guaranteed Fixed Strategy	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Multi-Year Guaranteed Fixed Strategy Identifier	1	10	Allow for inclusion of multiple Multi-Year Strategies	Upon contract issuance	As needed for newly issued contracts
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Term Period	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts

Aviva Life and Annuity Company
Statement of Variability

CONTRACT FORM

AAA5RF (08/08)

Minimum Guaranteed Interest Rate	<u>Minimum</u>	<u>Maximum</u>	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 1	1%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 2	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 3	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 4	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 5	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts
1-Year Guaranteed Fixed Strategy	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Multi-Year Guaranteed Fixed Strategy	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Multi-Year Guaranteed Fixed Strategy Identifier	1	10	Allow for inclusion of multiple Multi-Year Strategies	Upon contract issuance	As needed for newly issued contracts
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Term Period	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts

Aviva Life and Annuity Company
Statement of Variability

CONTRACT FORM

AAA7RF (08/08)

Minimum Guaranteed Interest Rate	<u>Minimum</u>	<u>Maximum</u>			
Withdrawal Charge Rate Schedule - Year 1	1%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 2	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 3	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 4	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 5	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 6	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 7	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	0%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts
1-Year Guaranteed Fixed Strategy					
Initial Interest Rate	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Interest Rate Bonus	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Multi-Year Guaranteed Fixed Strategy					
Multi-Year Guaranteed Fixed Strategy Identifier	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Initial Interest Rate	1	10	Allow for inclusion of multiple Multi-Year Strategies	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Term Period	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts

Aviva Life and Annuity Company
Statement of Variability

CONTRACT FORM

AAA3R1F (08/08)

Minimum Guaranteed Interest Rate	<u>Minimum</u>	<u>Maximum</u>	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 1	1%	3%			
Withdrawal Charge Rate Schedule - Year 2	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 3	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Home Health Care Waiver Percentage	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts
	10%	50%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
1-Year Guaranteed Fixed Strategy	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Multi-Year Guaranteed Fixed Strategy	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Multi-Year Guaranteed Fixed Strategy Identifier	1	10	Allow for inclusion of multiple Multi-Year Strategies	Upon contract issuance	As needed for newly issued contracts
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Term Period	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts

Aviva Life and Annuity Company
Statement of Variability

CONTRACT FORM

AAA5R1F (08/08)

Minimum Guaranteed Interest Rate	<u>Minimum</u>	<u>Maximum</u>	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 1	1%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 2	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 3	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 4	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 5	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Home Health Care Waiver Percentage	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts
	10%	50%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
1-Year Guaranteed Fixed Strategy	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Multi-Year Guaranteed Fixed Strategy	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Multi-Year Guaranteed Fixed Strategy Identifier	1	10	Allow for inclusion of multiple Multi-Year Strategies	Upon contract issuance	As needed for newly issued contracts
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Term Period	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts

Aviva Life and Annuity Company
Statement of Variability

CONTRACT FORM

AAA7R1F (08/08)

	<u>Minimum</u>	<u>Maximum</u>			
Minimum Guaranteed Interest Rate	1%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 1	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 2	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 3	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 4	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 5	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 6	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 7	0%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts
Home Health Care Waiver Percentage	10%	50%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
1-Year Guaranteed Fixed Strategy	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
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Multi-Year Guaranteed Fixed Strategy	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
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Term Period	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts