

SERFF Tracking Number: AMER-125677899 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 39259
Company Tracking Number: AVIVA GUARANTEED CAP STRATEGY ENDORSEMENTS
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed
Product Name: AVIVA Guaranteed Cap Strategy Endorsements
Project Name/Number: AVIVA Guaranteed Cap Strategy Endorsements/AVIVA Guaranteed Cap Strategy Endorsements

Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: AVIVA Guaranteed Cap
Strategy Endorsements

TOI: A07I Individual Annuities - Special

Sub-TOI: A07I.001 Equity Indexed

Filing Type: Form

Implementation Date Requested: On Approval

State Filing Description:

SERFF Tr Num: AMER-125677899 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 39259

Co Tr Num: AVIVA GUARANTEED CAP STRATEGY
ENDORSEMENTS

Co Status:

Reviewer(s): Linda Bird

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

Disposition Date: 06/12/2008

Date Submitted: 06/10/2008

Disposition Status: Approved

Implementation Date:

General Information

Project Name: AVIVA Guaranteed Cap Strategy Endorsements

Project Number: AVIVA Guaranteed Cap Strategy Endorsements

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/12/2008

State Status Changed: 06/12/2008

Corresponding Filing Tracking Number:

Filing Description:

RE: Aviva Life and Annuity Company

Guaranteed Cap Strategy Endorsements:

1-Year Point-to-Point Guaranteed Cap Index Strategy Endorsement, 1YGCES (07/08)

1-Year Point-to-Point Guaranteed Cap Index Strategy Endorsement, 1YGCHS (07/08)

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 06/09/2008

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

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1-Year Point-to-Point Guaranteed Cap Index Strategy Endorsement, 1YGCS&P (07/08)

The above-referenced filings have been attached in readability form for the Department's review and approval. These Guaranteed Cap Strategy Endorsements will be utilized with our Flexible Premium Indexed Deferred Annuity products which have been listed below. The three Guaranteed Cap Strategy Endorsements have achieved a Flesch Reading Ease Test Score of 55.89. The Iowa Insurance Department approved these endorsements on 06/09/2008. Corresponding actuarial memorandums have been attached for your reference.

The three strategy endorsements are the 1-Year Point-to-Point Guaranteed Cap Index Strategy Endorsement, 1YGCS (07/08); the 1-Year Point-to-Point Guaranteed Cap Index Strategy Endorsement, 1YGCHS (07/08); and the 1-Year Point-to-Point Guaranteed Cap Index Strategy Endorsement, 1YGCS&P (07/08). The Endorsements will provide additional Indexed Strategies to which Contract holders may allocate their premiums.

Please note that on page 1 of each of the Endorsements we have bracketed certain Contract information that we consider variable. Variable information is considered information that is unique to the specific Contract issued or information that can be changed for all new issues of the Contract without re-filing.

Listed below are the Contracts that will utilize one or more of these new Endorsements.

Applicable Contracts: Description Approval Dates
MCI5 (06/06) MultiChoice Income Five 06/14/2006
MCI7 (06/06) MultiChoice Income Seven 06/14/2006
MCI10 (06/06) MultiChoice Income Ten 06/14/2006
MCIP (06/06) MultiChoice Income Plus 06/15/2006
MCIR (10/07) MultiChoice Income Elite 12/27/2007
MCIX (01/08) MultiChoice Income Xtra 01/26/2008

The Company will begin attaching these Endorsements to new contract issues upon receipt of the Department's approval and completion of the advertising and disclosure materials, systems programming and field notification.

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.

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 Product Name: AVIVA Guaranteed Cap Strategy Endorsements
 Project Name/Number: AVIVA Guaranteed Cap Strategy Endorsements/AVIVA Guaranteed Cap Strategy Endorsements

Company and Contact

Filing Contact Information

Stephany Hopkins, Compliance Associate stephanyh@amerusannuity.com
 555 South Kansas Avenue (785) 295-4442 [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	06/10/2008	20754667

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Product Name: AVIVA Guaranteed Cap Strategy Endorsements
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/12/2008	06/12/2008

SERFF Tracking Number: AMER-125677899 *State:* Arkansas
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Disposition

Disposition Date: 06/12/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMER-125677899 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 - Actuarial Memo		No
Form	1-Year Point-to-Point Guaranteed Cap Index Strategy Endorsement		Yes
Form	1-Year Point-to-Point Guaranteed Cap Index Strategy Endorsement		Yes
Form	1-Year Point-to-Point Guaranteed Cap Index Strategy Endorsement		Yes

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Form Schedule

Lead Form Number: AVIVA Guaranteed Cap Strategy Endorsements

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	1YGCES (07/08)	Policy/Cont	1-Year Point-to-Point Initial ract/Fratern Guaranteed Cap al Index Strategy Certificate: Endorsement Amendmen t, Insert Page, Endorseme nt or Rider			56	1YGCES_070 8_Aviva.pdf
	1YGCHS (07/08)	Policy/Cont	1-Year Point-to-Point Initial ract/Fratern Guaranteed Cap al Index Strategy Certificate: Endorsement Amendmen t, Insert Page, Endorseme nt or Rider			56	1YGCHS_070 8_Aviva.pdf
	1YGCS&P (07/08)	Policy/Cont	1-Year Point-to-Point Initial ract/Fratern Guaranteed Cap al Index Strategy Certificate: Endorsement Amendmen t, Insert Page, Endorseme nt or Rider			56	1YGCS&P_0 708_Aviva.pdf

1-YEAR POINT-TO-POINT GUARANTEED CAP INDEX STRATEGY ENDORSEMENT TO AN INDEXED DEFERRED ANNUITY CONTRACT

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ENDORSEMENT DATA ELEMENTS	
Initial Dow Jones Euro STOXX 50 Index Price	[3,797.89]
Initial Cap Rate	[7.00%]
Initial Cap Rate Guarantee Period	[1] year(s)
Minimum Guaranteed Cap Rate	[4.00%]
Death Benefit Interest Rate	[3.00%]

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

GENERAL ENDORSEMENT PROVISIONS

• The Endorsement

This Endorsement shall establish a 1-Year Point-to-Point Guaranteed Cap Index Strategy for the Indexed Deferred Annuity Contract (the "Contract") to which it is attached. All references in this Endorsement to the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall mean the 1-Year Point-to-Point Guaranteed Cap Index Strategy established by this Endorsement. The 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be based on the Dow Jones Euro STOXX 50 Index (Euro STOXX Index), which excludes dividends. If the Euro STOXX Index is discontinued, if we are unable to utilize it or if the calculation of the Index is changed substantially, we will substitute a suitable equity index for that Index and notify you of the change. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which this Contract is issued.

Terms used in this Endorsement shall be defined by either the Endorsement or the Contract to which the Endorsement is attached. If both the Endorsement and the Contract define the same term, the definition contained in the Endorsement shall take precedence.

The effective date of this Endorsement for new Contract issues shall be the Contract Date and for existing Contracts shall be the date this Endorsement is issued by the Company for attachment to the Contract. The Company may elect to terminate this Endorsement at any time by sending to the Owner, at the Owner's last known address, a written notice stating the effective date on which the Endorsement shall terminate. Such notice shall be sent to the Owner at least 60 days in advance of the effective date of the Endorsement's termination. On and after the effective date of the Endorsement's termination, the Owner will not be allowed to allocate any Transferred Premiums to the 1-Year Point-to-Point Guaranteed Cap Index Strategy. All funds in the 1-Year Point-to-Point Guaranteed Cap Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on the next Index Term End Date. In lieu of having the funds in the 1-Year Point-to-Point Guaranteed Cap Index Strategy automatically transferred to the Fixed Strategy, the Owner may elect to have the funds transferred to one or more of the Contract's other Strategies as provided for in the Transferred Premium section of this Endorsement.

Interest Credits for the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be calculated in the manner provided by this Endorsement.

• Index Term Period

The Index Term Period for the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be equal to one year. The initial Index Term Period shall be determined from the date on which the 1-Year Point-to-Point Guaranteed Cap Index Strategy was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new one year Index Term Period will begin.

• Index Term End Date

The Index Term End Date shall be the date on which Interest Credits are calculated for the 1-Year Point-to-Point Guaranteed Cap Index Strategy. An Index Term End Date shall be the last day of an Index Term Period. The Index Term End Date shall be the same numbered day as the Contract Date. Hypothetical example: If the Contract Date is January 11, 2008, the Index Term End Date for the 1-Year Point-to-Point Guaranteed Cap Index Strategy established on that date occurs on January 11, 2009.

GENERAL ENDORSEMENT PROVISIONS**• Strategy Value**

The Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy at any time will be equal to:

1. The Initial Premium allocated to the 1-Year Point-to-Point Guaranteed Cap Index Strategy; plus
2. Any Premium Bonus(es) credited to the 1-Year Point-to-Point Guaranteed Cap Index Strategy; plus
3. Any amount(s) transferred from the Contract's other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy; plus
4. The amount of Interest Credits that are credited to the 1-Year Point-to-Point Guaranteed Cap Index Strategy based on the provisions of this Endorsement; minus
5. Any amount transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy to any of the Contract's other Strategies; minus
6. Withdrawals of any type deducted from the 1-Year Point-to-Point Guaranteed Cap Index Strategy.

The 1-Year Point-to-Point Guaranteed Cap Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of the Contract to which this Endorsement is attached.

• Minimum Guaranteed Strategy Value

The Minimum Guaranteed Strategy Value at any time will be equal to:

1. 87.5% of the Initial Premium credited to the 1-Year Point-to-Point Guaranteed Cap Index Strategy on the Contract Date accumulated at an interest rate of [1.00%] per year; plus
2. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the Contract's other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy accumulated at an interest rate of [1.00%] per year; minus
3. The Minimum Guaranteed Strategy Value associated with any Withdrawals from the Contract that are deducted from the 1-Year Point-to-Point Guaranteed Cap Index Strategy accumulated at an interest rate of [1.00%] per year; minus
4. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy to any of the Contract's other Strategies accumulated at an interest rate of [1.00%] per year; minus
5. Any excess amount deducted from the Minimum Guaranteed Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy as described below in this section of the Endorsement when a Net Withdrawal from the Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken.

GENERAL ENDORSEMENT PROVISIONS

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy to one of the Contract's other Strategies will be equal to $[(A / B) \times C]$ where:

- (A) Is the Strategy Value that is being transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy.
- (B) Is the total Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy.
- (C) Is the Minimum Guaranteed Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of the Contract's other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be determined based on the provisions of the Endorsements that established those Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge and any applicable Market Value Adjustment, and shall be referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of the Contract's other Strategies starting with the Strategy or Strategies that have the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy or Strategies that have the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

• Interest Credits

On each Index Term End Date for the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the Company will calculate Interest Credits, if any, which will be added to the 1-Year Point-to-Point Guaranteed Cap Index Strategy. **Interest Credits will be calculated and added to the 1-Year Point-to-Point Guaranteed Cap Index Strategy only on an Index Term End Date. Interest Credits are not calculated or credited during the Index Term Period and are zero until the Index Term End Date.** Interest Credits on each Index Term End Date of the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be equal to the lesser of (1) or (2) where:

- (1) Is equal to $A \times [(B / C) - 1]$
- (2) Is equal to $A \times D$;

and where:

A = The Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy as of the prior Index Term End Date after all transactions are recorded for that date, less any Withdrawals deducted from the 1-Year Point-to-Point Guaranteed Cap Index Strategy during the Index Term Period;

GENERAL ENDORSEMENT PROVISIONS

- B = The Euro STOXX Index Price for the Index Term End Date;
C = The Euro STOXX Index Price for the prior Index Term End Date; and
D = The Cap Rate in effect for the 1-Year Point-to-Point Guaranteed Cap Index Strategy on the date Interest Credits are calculated.

The Interest Credits as calculated above will never be less than zero. In the calculation of Interest Credits for the initial Index Term Period of the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the prior Index Term End Date shall be the date on which the 1-Year Point-to-Point Guaranteed Cap Index Strategy was originally established.

If all or any part of the Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy established under this Endorsement is annuitized, utilized in the settlement of the Death Benefit, or distributed in the form of a Withdrawal or surrender, on any date other than an Index Term End Date, that portion of the Strategy Value will not participate in any Index-linked Interest Credits for the Index Term Period in which the funds were annuitized, utilized in the settlement of the Death Benefit or distributed in the form of a Withdrawal or surrender. The portion of the Strategy Value utilized in the settlement of the Death Benefit will, however, be credited with interest based on the provisions of the Interest Credits on Death Benefit section of this Endorsement.

- **Interest Credits on Death Benefit**

The Strategy Value under this Endorsement that is utilized in the settlement of the Death Benefit, on any date other than an Index Term End Date, shall be credited with interest from the Index Term End Date prior to the date the Company receives the proof of death, as required by the Death Benefit section of the Contract to which this Endorsement is attached, to the date the Company receives the proof of death. The Death Benefit Interest Rate that will determine the interest credited to the Strategy Value is equal to the interest rate shown on Page 1 of this Endorsement. The Death Benefit Interest Rate is guaranteed for the life of the Contract. In the calculation of Interest Credits under this section of the Endorsement for the initial Index Term Period, the Index Term End Date prior to the date the Company receives the proof of death shall be the date on which the 1-Year Point-to-Point Guaranteed Cap Index Strategy was originally established.

- **Dow Jones Euro STOXX 50 Index Price**

The Euro STOXX Index Price for any date, including the Contract Date or any Index Term End Date, shall be the closing price of the Euro STOXX Index on the day before such date. The closing price of the Euro STOXX Index shall be the price reported by a third-party source at a consistent time each day. Any subsequent change in the reported price will not be reflected in the Euro STOXX Index Price used to calculate Interest Credits on the 1-Year Point-to-Point Guaranteed Cap Index Strategy. If the Euro STOXX Index Price is not available for any date, then the Euro STOXX Index Price used for that date will be the Euro STOXX Index Price on the first preceding day for which the Euro STOXX Index Price is available.

The Initial Dow Jones Euro STOXX 50 Index Price is shown on Page 1 of this Endorsement.

GENERAL ENDORSEMENT PROVISIONS

- **Cap Rate**

The Cap Rate is used in the calculation of the Interest Credits for the 1-Year Point-to-Point Guaranteed Cap Index Strategy. The Initial Cap Rate for the Initial Premium is shown on Page 1 of this Endorsement and is guaranteed for the Initial Cap Rate Guarantee Period. On the first Index Term End Date and on any subsequent Index Term End Date, the Company will declare a Renewal Cap Rate for the next following Index Term Period. The Renewal Cap Rate is guaranteed for one Index Term Period only and will be the Cap Rate declared by the Company and in effect on the Index Term End Date. During the Initial Cap Rate Guarantee Period, the Renewal Cap Rate is guaranteed to never be less than the Initial Cap Rate. On the Index Term End Date coinciding with the last day of the Initial Cap Rate Guarantee Period and on each Index Term End Date thereafter, the Renewal Cap Rate declared by the Company is guaranteed to never be less than the Minimum Guaranteed Cap Rate shown on Page 1 of this Endorsement.

- **Transferred Premium**

The Owner may elect, on the Index Term End Date coinciding with the last day of the Initial Cap Rate Guarantee Period and on each Index Term End Date thereafter, to transfer some or all of the value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy to one or more of the Contract's other Strategies, subject to any transfer limitations specified in the other Strategies. The amount transferred shall be referred to as Transferred Premium. 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 Index Term End Date on which the transfer is to be made. 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 of the 1-Year Point-to-Point Guaranteed Cap Index Strategy. The minimum amount that may remain in the 1-Year Point-to-Point Guaranteed Cap Index Strategy at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the entire Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy will be transferred. In this event, the Owner's original written request will be used as the basis for the transfer of the entire Strategy Value.

Subject to any transfer limitations specified in the other Strategies, the Owner may also elect, on the Index Term End Date coinciding with the last day of the Initial Cap Rate Guarantee Period and on each Index Term End Date thereafter, to transfer some or all of the value of the other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy. Transfers to the 1-Year Point-to-Point Guaranteed Cap Index Strategy are not permitted during the Initial Cap Rate Guarantee Period.

GENERAL ENDORSEMENT PROVISIONS**• Withdrawals**

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. If any portion of the Withdrawal is to be taken from the 1-Year Point-to-Point Guaranteed Cap Index Strategy 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 \$2,000. The minimum amount that may remain in the 1-Year Point-to-Point Guaranteed Cap Index Strategy at any time is \$2,000. Therefore, if a Withdrawal request is received that will leave less than \$2,000 in the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the entire Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy must be withdrawn. A Withdrawal Charge and a Market Value Adjustment may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated in accordance with the provisions of the Contract to which this Endorsement is attached utilizing the Withdrawal Charge Rates and any applicable Premium Bonus Recapture Charge Rates shown on the Contract Data Page of the Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to the Contract.

The Company may defer payment of Withdrawals of any type 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.



Michael H. Miller
Secretary

GENERAL ENDORSEMENT PROVISIONS

STOXX and Dow Jones have no relationship to Aviva Life and Annuity Company, other than the licensing of the Dow Jones Euro STOXX 50[®] and the related trademarks for use in connection with the Income Series Annuity.

STOXX and Dow Jones do not:

- Sponsor, endorse, sell or promote the Income Series Annuity.
- Recommend that any person invest in the Income Series Annuity or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of the Income Series Annuity.
- Have any responsibility or liability for the administration, management or marketing of the Income Series Annuity.
- Consider the needs of the Income Series Annuity or the owners of the Income Series Annuity in determining, composing or calculating the Dow Jones Euro STOXX 50[®] or have any obligation to do so.

STOXX and Dow Jones will not have any liability in connection with the Income Series Annuity. Specifically,

- **STOXX and Dow Jones do not make any warranty, express or implied and disclaim any and all warranty about:**
 - **The results to be obtained by the Income Series Annuity, the owner of the Income Series Annuity or any other person in connection with the use of the Dow Jones Euro STOXX 50[®] and the data included in the Dow Jones Euro STOXX 50[®];**
 - **The accuracy or completeness of the Dow Jones Euro STOXX 50[®] and its data;**
 - **The merchantability and the fitness for a particular purpose or use of the Dow Jones Euro STOXX 50[®] and its data.**
- **STOXX and Dow Jones will have no liability for any errors, omissions or interruptions in the Dow Jones Euro STOXX 50[®] or its data;**
- **Under no circumstances will STOXX or Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or Dow Jones knows that they might occur.**

The licensing agreement between Aviva Life and Annuity Company and STOXX is solely for their benefit and not for the benefit of the owners of the Income Series Annuity or any other third parties.

1-YEAR POINT-TO-POINT GUARANTEED CAP INDEX STRATEGY ENDORSEMENT TO AN INDEXED DEFERRED ANNUITY CONTRACT

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ENDORSEMENT DATA ELEMENTS	
Initial Hang Seng Index Price	[3,797.89]
Initial Cap Rate	[7.00%]
Initial Cap Rate Guarantee Period	[1] year(s)
Minimum Guaranteed Cap Rate	[4.00%]
Death Benefit Interest Rate	[3.00%]

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

GENERAL ENDORSEMENT PROVISIONS

• The Endorsement

This Endorsement shall establish a 1-Year Point-to-Point Guaranteed Cap Index Strategy for the Indexed Deferred Annuity Contract (the "Contract") to which it is attached. All references in this Endorsement to the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall mean the 1-Year Point-to-Point Guaranteed Cap Index Strategy established by this Endorsement. The 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be based on the Hang Seng Index, which excludes dividends. If the Hang Seng Index is discontinued, if we are unable to utilize it or if the calculation of the Index is changed substantially, we will substitute a suitable equity index for that Index and notify you of the change. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which this Contract is issued.

Terms used in this Endorsement shall be defined by either the Endorsement or the Contract to which the Endorsement is attached. If both the Endorsement and the Contract define the same term, the definition contained in the Endorsement shall take precedence.

The effective date of this Endorsement for new Contract issues shall be the Contract Date and for existing Contracts shall be the date this Endorsement is issued by the Company for attachment to the Contract. The Company may elect to terminate this Endorsement at any time by sending to the Owner, at the Owner's last known address, a written notice stating the effective date on which the Endorsement shall terminate. Such notice shall be sent to the Owner at least 60 days in advance of the effective date of the Endorsement's termination. On and after the effective date of the Endorsement's termination, the Owner will not be allowed to allocate any Transferred Premiums to the 1-Year Point-to-Point Guaranteed Cap Index Strategy. All funds in the 1-Year Point-to-Point Guaranteed Cap Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on the next Index Term End Date. In lieu of having the funds in the 1-Year Point-to-Point Guaranteed Cap Index Strategy automatically transferred to the Fixed Strategy, the Owner may elect to have the funds transferred to one or more of the Contract's other Strategies as provided for in the Transferred Premium section of this Endorsement.

Interest Credits for the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be calculated in the manner provided by this Endorsement.

• Index Term Period

The Index Term Period for the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be equal to one year. The initial Index Term Period shall be determined from the date on which the 1-Year Point-to-Point Guaranteed Cap Index Strategy was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new one year Index Term Period will begin.

• Index Term End Date

The Index Term End Date shall be the date on which Interest Credits are calculated for the 1-Year Point-to-Point Guaranteed Cap Index Strategy. An Index Term End Date shall be the last day of an Index Term Period. The Index Term End Date shall be the same numbered day as the Contract Date. Hypothetical example: If the Contract Date is January 11, 2008, the Index Term End Date for the 1-Year Point-to-Point Guaranteed Cap Index Strategy established on that date occurs on January 11, 2009.

GENERAL ENDORSEMENT PROVISIONS**• Strategy Value**

The Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy at any time will be equal to:

1. The Initial Premium allocated to the 1-Year Point-to-Point Guaranteed Cap Index Strategy; plus
2. Any Premium Bonus(es) credited to the 1-Year Point-to-Point Guaranteed Cap Index Strategy; plus
3. Any amount(s) transferred from the Contract's other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy; plus
4. The amount of Interest Credits that are credited to the 1-Year Point-to-Point Guaranteed Cap Index Strategy based on the provisions of this Endorsement; minus
5. Any amount transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy to any of the Contract's other Strategies; minus
6. Withdrawals of any type deducted from the 1-Year Point-to-Point Guaranteed Cap Index Strategy.

The 1-Year Point-to-Point Guaranteed Cap Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of the Contract to which this Endorsement is attached.

• Minimum Guaranteed Strategy Value

The Minimum Guaranteed Strategy Value at any time will be equal to:

1. 87.5% of the Initial Premium credited to the 1-Year Point-to-Point Guaranteed Cap Index Strategy on the Contract Date accumulated at an interest rate of [1.00%] per year; plus
2. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the Contract's other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy accumulated at an interest rate of [1.00%] per year; minus
3. The Minimum Guaranteed Strategy Value associated with any Withdrawals from the Contract that are deducted from the 1-Year Point-to-Point Guaranteed Cap Index Strategy accumulated at an interest rate of [1.00%] per year; minus
4. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy to any of the Contract's other Strategies accumulated at an interest rate of [1.00%] per year; minus
5. Any excess amount deducted from the Minimum Guaranteed Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy as described below in this section of the Endorsement when a Net Withdrawal from the Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken.

GENERAL ENDORSEMENT PROVISIONS

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy to one of the Contract's other Strategies will be equal to $[(A / B) \times C]$ where:

- (A) Is the Strategy Value that is being transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy.
- (B) Is the total Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy.
- (C) Is the Minimum Guaranteed Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of the Contract's other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be determined based on the provisions of the Endorsements that established those Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge and any applicable Market Value Adjustment, and shall be referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of the Contract's other Strategies starting with the Strategy or Strategies that have the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy or Strategies that have the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

• Interest Credits

On each Index Term End Date for the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the Company will calculate Interest Credits, if any, which will be added to the 1-Year Point-to-Point Guaranteed Cap Index Strategy. **Interest Credits will be calculated and added to the 1-Year Point-to-Point Guaranteed Cap Index Strategy only on an Index Term End Date. Interest Credits are not calculated or credited during the Index Term Period and are zero until the Index Term End Date.** Interest Credits on each Index Term End Date of the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be equal to the lesser of (1) or (2) where:

- (1) Is equal to $A \times [(B / C) - 1]$
- (2) Is equal to $A \times D$;

and where:

A = The Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy as of the prior Index Term End Date after all transactions are recorded for that date, less any Withdrawals deducted from the 1-Year Point-to-Point Guaranteed Cap Index Strategy during the Index Term Period;

GENERAL ENDORSEMENT PROVISIONS

- B = The Hang Seng Index Price for the Index Term End Date;
- C = The Hang Seng Index Price for the prior Index Term End Date; and
- D = The Cap Rate in effect for the 1-Year Point-to-Point Guaranteed Cap Index Strategy on the date Interest Credits are calculated.

The Interest Credits as calculated above will never be less than zero. In the calculation of Interest Credits for the initial Index Term Period of the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the prior Index Term End Date shall be the date on which the 1-Year Point-to-Point Guaranteed Cap Index Strategy was originally established.

If all or any part of the Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy established under this Endorsement is annuitized, utilized in the settlement of the Death Benefit, or distributed in the form of a Withdrawal or surrender, on any date other than an Index Term End Date, that portion of the Strategy Value will not participate in any Index-linked Interest Credits for the Index Term Period in which the funds were annuitized, utilized in the settlement of the Death Benefit or distributed in the form of a Withdrawal or surrender. The portion of the Strategy Value utilized in the settlement of the Death Benefit will, however, be credited with interest based on the provisions of the Interest Credits on Death Benefit section of this Endorsement.

- **Interest Credits on Death Benefit**

The Strategy Value under this Endorsement that is utilized in the settlement of the Death Benefit, on any date other than an Index Term End Date, shall be credited with interest from the Index Term End Date prior to the date the Company receives the proof of death, as required by the Death Benefit section of the Contract to which this Endorsement is attached, to the date the Company receives the proof of death. The Death Benefit Interest Rate that will determine the interest credited to the Strategy Value is equal to the interest rate shown on Page 1 of this Endorsement. The Death Benefit Interest Rate is guaranteed for the life of the Contract. In the calculation of Interest Credits under this section of the Endorsement for the initial Index Term Period, the Index Term End Date prior to the date the Company receives the proof of death shall be the date on which the 1-Year Point-to-Point Guaranteed Cap Index Strategy was originally established.

- **Hang Seng Index Price**

The Hang Seng Index Price for any date, including the Contract Date or any Index Term End Date, shall be the closing price of the Hang Seng Index on the day before such date. The closing price of the Hang Seng Index shall be the price reported by a third-party source at a consistent time each day. Any subsequent change in the reported price will not be reflected in the Hang Seng Index Price used to calculate Interest Credits on the 1-Year Point-to-Point Guaranteed Cap Index Strategy. If the Hang Seng Index Price is not available for any date, then the Hang Seng Index Price used for that date will be the Hang Seng Index Price on the first preceding day for which the Hang Seng Index Price is available.

The Initial Hang Seng Index Price is shown on Page 1 of this Endorsement.

GENERAL ENDORSEMENT PROVISIONS

- **Cap Rate**

The Cap Rate is used in the calculation of the Interest Credits for the 1-Year Point-to-Point Guaranteed Cap Index Strategy. The Initial Cap Rate for the Initial Premium is shown on Page 1 of this Endorsement and is guaranteed for the Initial Cap Rate Guarantee Period. On the first Index Term End Date and on any subsequent Index Term End Date, the Company will declare a Renewal Cap Rate for the next following Index Term Period. The Renewal Cap Rate is guaranteed for one Index Term Period only and will be the Cap Rate declared by the Company and in effect on the Index Term End Date. During the Initial Cap Rate Guarantee Period, the Renewal Cap Rate is guaranteed to never be less than the Initial Cap Rate. On the Index Term End Date coinciding with the last day of the Initial Cap Rate Guarantee Period and on each Index Term End Date thereafter, the Renewal Cap Rate declared by the Company is guaranteed to never be less than the Minimum Guaranteed Cap Rate shown on Page 1 of this Endorsement.

- **Transferred Premium**

The Owner may elect, on the Index Term End Date coinciding with the last day of the Initial Cap Rate Guarantee Period and on each Index Term End Date thereafter, to transfer some or all of the value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy to one or more of the Contract's other Strategies, subject to any transfer limitations specified in the other Strategies. The amount transferred shall be referred to as Transferred Premium. 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 Index Term End Date on which the transfer is to be made. 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 of the 1-Year Point-to-Point Guaranteed Cap Index Strategy. The minimum amount that may remain in the 1-Year Point-to-Point Guaranteed Cap Index Strategy at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the entire Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy will be transferred. In this event, the Owner's original written request will be used as the basis for the transfer of the entire Strategy Value.

Subject to any transfer limitations specified in the other Strategies, the Owner may also elect, on the Index Term End Date coinciding with the last day of the Initial Cap Rate Guarantee Period and on each Index Term End Date thereafter, to transfer some or all of the value of the other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy. Transfers to the 1-Year Point-to-Point Guaranteed Cap Index Strategy are not permitted during the Initial Cap Rate Guarantee Period.

GENERAL ENDORSEMENT PROVISIONS**• Withdrawals**

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. If any portion of the Withdrawal is to be taken from the 1-Year Point-to-Point Guaranteed Cap Index Strategy 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 \$2,000. The minimum amount that may remain in the 1-Year Point-to-Point Guaranteed Cap Index Strategy at any time is \$2,000. Therefore, if a Withdrawal request is received that will leave less than \$2,000 in the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the entire Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy must be withdrawn. A Withdrawal Charge and a Market Value Adjustment may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated in accordance with the provisions of the Contract to which this Endorsement is attached utilizing the Withdrawal Charge Rates and any applicable Premium Bonus Recapture Charge Rates shown on the Contract Data Page of the Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to the Contract.

The Company may defer payment of Withdrawals of any type 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.



Michael H. Miller
Secretary

GENERAL ENDORSEMENT PROVISIONS

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1-YEAR POINT-TO-POINT GUARANTEED CAP INDEX STRATEGY ENDORSEMENT TO AN INDEXED DEFERRED ANNUITY CONTRACT

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ENDORSEMENT DATA ELEMENTS	
Initial Standard & Poor's 500 Index Price	[1,170.34]
Initial Cap Rate	[7.00%]
Initial Cap Rate Guarantee Period	[5] year(s)
Minimum Guaranteed Cap Rate	[4.00%]
Death Benefit Interest Rate	[3.00%]

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

GENERAL ENDORSEMENT PROVISIONS

• The Endorsement

This Endorsement shall establish a 1-Year Point-to-Point Guaranteed Cap Index Strategy for the Indexed Deferred Annuity Contract (the "Contract") to which it is attached. All references in this Endorsement to the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall mean the 1-Year Point-to-Point Guaranteed Cap Index Strategy established by this Endorsement. The 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be based on the Standard & Poor's 500 Index (S&P 500 Index), which excludes dividends. If the S&P 500 Index is discontinued, if we are unable to utilize it or if the calculation of the Index is changed substantially, we will substitute a suitable equity index for that Index and notify you of the change. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which this Contract is issued.

Terms used in this Endorsement shall be defined by either the Endorsement or the Contract to which the Endorsement is attached. If both the Endorsement and the Contract define the same term, the definition contained in the Endorsement shall take precedence.

The effective date of this Endorsement for new Contract issues shall be the Contract Date and for existing Contracts shall be the date this Endorsement is issued by the Company for attachment to the Contract. The Company may elect to terminate this Endorsement at any time by sending to the Owner, at the Owner's last known address, a written notice stating the effective date on which the Endorsement shall terminate. Such notice shall be sent to the Owner at least 60 days in advance of the effective date of the Endorsement's termination. On and after the effective date of the Endorsement's termination, the Owner will not be allowed to allocate any Transferred Premiums to the 1-Year Point-to-Point Guaranteed Cap Index Strategy. All funds in the 1-Year Point-to-Point Guaranteed Cap Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on the next Index Term End Date. In lieu of having the funds in the 1-Year Point-to-Point Guaranteed Cap Index Strategy automatically transferred to the Fixed Strategy, the Owner may elect to have the funds transferred to one or more of the Contract's other Strategies as provided for in the Transferred Premium section of this Endorsement.

Interest Credits for the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be calculated in the manner provided by this Endorsement.

• Index Term Period

The Index Term Period for the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be equal to one year. The initial Index Term Period shall be determined from the date on which the 1-Year Point-to-Point Guaranteed Cap Index Strategy was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new one year Index Term Period will begin.

• Index Term End Date

The Index Term End Date shall be the date on which Interest Credits are calculated for the 1-Year Point-to-Point Guaranteed Cap Index Strategy. An Index Term End Date shall be the last day of an Index Term Period. The Index Term End Date shall be the same numbered day as the Contract Date. Hypothetical example: If the Contract Date is January 11, 2008, the Index Term End Date for the 1-Year Point-to-Point Guaranteed Cap Index Strategy established on that date occurs on January 11, 2009.

GENERAL ENDORSEMENT PROVISIONS**• Strategy Value**

The Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy at any time will be equal to:

1. The Initial Premium allocated to the 1-Year Point-to-Point Guaranteed Cap Index Strategy; plus
2. Any Premium Bonus(es) credited to the 1-Year Point-to-Point Guaranteed Cap Index Strategy; plus
3. Any amount(s) transferred from the Contract's other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy; plus
4. The amount of Interest Credits that are credited to the 1-Year Point-to-Point Guaranteed Cap Index Strategy based on the provisions of this Endorsement; minus
5. Any amount transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy to any of the Contract's other Strategies; minus
6. Withdrawals of any type deducted from the 1-Year Point-to-Point Guaranteed Cap Index Strategy.

The 1-Year Point-to-Point Guaranteed Cap Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of the Contract to which this Endorsement is attached.

• Minimum Guaranteed Strategy Value

The Minimum Guaranteed Strategy Value at any time will be equal to:

1. 87.5% of the Initial Premium credited to the 1-Year Point-to-Point Guaranteed Cap Index Strategy on the Contract Date accumulated at an interest rate of [1.00%] per year; plus
2. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the Contract's other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy accumulated at an interest rate of [1.00%] per year; minus
3. The Minimum Guaranteed Strategy Value associated with any Withdrawals from the Contract that are deducted from the 1-Year Point-to-Point Guaranteed Cap Index Strategy accumulated at an interest rate of [1.00%] per year; minus
4. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy to any of the Contract's other Strategies accumulated at an interest rate of [1.00%] per year; minus
5. Any excess amount deducted from the Minimum Guaranteed Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy as described below in this section of the Endorsement when a Net Withdrawal from the Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken.

GENERAL ENDORSEMENT PROVISIONS

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy to one of the Contract's other Strategies will be equal to $[(A / B) \times C]$ where:

- (A) Is the Strategy Value that is being transferred from the 1-Year Point-to-Point Guaranteed Cap Index Strategy.
- (B) Is the total Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy.
- (C) Is the Minimum Guaranteed Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of the Contract's other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be determined based on the provisions of the Endorsements that established those Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge and any applicable Market Value Adjustment, and shall be referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of the Contract's other Strategies starting with the Strategy or Strategies that have the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy or Strategies that have the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

• Interest Credits

On each Index Term End Date for the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the Company will calculate Interest Credits, if any, which will be added to the 1-Year Point-to-Point Guaranteed Cap Index Strategy. **Interest Credits will be calculated and added to the 1-Year Point-to-Point Guaranteed Cap Index Strategy only on an Index Term End Date. Interest Credits are not calculated or credited during the Index Term Period and are zero until the Index Term End Date.** Interest Credits on each Index Term End Date of the 1-Year Point-to-Point Guaranteed Cap Index Strategy shall be equal to the lesser of (1) or (2) where:

- (1) Is equal to $A \times [(B / C) - 1]$
- (2) Is equal to $A \times D$;

and where:

A = The Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy as of the prior Index Term End Date after all transactions are recorded for that date, less any Withdrawals deducted from the 1-Year Point-to-Point Guaranteed Cap Index Strategy during the Index Term Period;

GENERAL ENDORSEMENT PROVISIONS

- B = The S&P 500 Index Price for the Index Term End Date;
- C = The S&P 500 Index Price for the prior Index Term End Date; and
- D = The Cap Rate in effect for the 1-Year Point-to-Point Guaranteed Cap Index Strategy on the date Interest Credits are calculated.

The Interest Credits as calculated above will never be less than zero. In the calculation of Interest Credits for the initial Index Term Period of the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the prior Index Term End Date shall be the date on which the 1-Year Point-to-Point Guaranteed Cap Index Strategy was originally established.

If all or any part of the Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy established under this Endorsement is annuitized, utilized in the settlement of the Death Benefit, or distributed in the form of a Withdrawal or surrender, on any date other than an Index Term End Date, that portion of the Strategy Value will not participate in any Index-linked Interest Credits for the Index Term Period in which the funds were annuitized, utilized in the settlement of the Death Benefit or distributed in the form of a Withdrawal or surrender. The portion of the Strategy Value utilized in the settlement of the Death Benefit will, however, be credited with interest based on the provisions of the Interest Credits on Death Benefit section of this Endorsement.

- **Interest Credits on Death Benefit**

The Strategy Value under this Endorsement that is utilized in the settlement of the Death Benefit, on any date other than an Index Term End Date, shall be credited with interest from the Index Term End Date prior to the date the Company receives the proof of death, as required by the Death Benefit section of the Contract to which this Endorsement is attached, to the date the Company receives the proof of death. The Death Benefit Interest Rate that will determine the interest credited to the Strategy Value is equal to the interest rate shown on Page 1 of this Endorsement. The Death Benefit Interest Rate is guaranteed for the life of the Contract. In the calculation of Interest Credits under this section of the Endorsement for the initial Index Term Period, the Index Term End Date prior to the date the Company receives the proof of death shall be the date on which the 1-Year Point-to-Point Guaranteed Cap Index Strategy was originally established.

- **Standard & Poor's 500 Index Price**

The S&P 500 Index Price for any date, including the Contract Date or any Index Term End Date, shall be the closing price of the S&P 500 Index on the day before such date. The closing price of the S&P 500 Index shall be the price reported by a third-party source at a consistent time each day. Any subsequent change in the reported price will not be reflected in the S&P 500 Index Price used to calculate Interest Credits on the 1-Year Point-to-Point Guaranteed Cap Index Strategy. If the S&P 500 Index Price is not available for any date, then the S&P 500 Index Price used for that date will be the S&P 500 Index Price on the first preceding day for which the S&P 500 Index Price is available.

The Initial Standard & Poor's 500 Index Price is shown on Page 1 of this Endorsement.

GENERAL ENDORSEMENT PROVISIONS**• Cap Rate**

The Cap Rate is used in the calculation of the Interest Credits for the 1-Year Point-to-Point Guaranteed Cap Index Strategy. The Initial Cap Rate for the Initial Premium is shown on Page 1 of this Endorsement and is guaranteed for the Initial Cap Rate Guarantee Period. On the first Index Term End Date and on any subsequent Index Term End Date, the Company will declare a Renewal Cap Rate for the next following Index Term Period. The Renewal Cap Rate is guaranteed for one Index Term Period only and will be the Cap Rate declared by the Company and in effect on the Index Term End Date. During the Initial Cap Rate Guarantee Period, the Renewal Cap Rate is guaranteed to never be less than the Initial Cap Rate. On the Index Term End Date coinciding with the last day of the Initial Cap Rate Guarantee Period and on each Index Term End Date thereafter, the Renewal Cap Rate declared by the Company is guaranteed to never be less than the Minimum Guaranteed Cap Rate shown on Page 1 of this Endorsement.

• Transferred Premium

The Owner may elect, on the Index Term End Date coinciding with the last day of the Initial Cap Rate Guarantee Period and on each Index Term End Date thereafter, to transfer some or all of the value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy to one or more of the Contract's other Strategies, subject to any transfer limitations specified in the other Strategies. The amount transferred shall be referred to as Transferred Premium. 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 Index Term End Date on which the transfer is to be made. 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 of the 1-Year Point-to-Point Guaranteed Cap Index Strategy. The minimum amount that may remain in the 1-Year Point-to-Point Guaranteed Cap Index Strategy at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the entire Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy will be transferred. In this event, the Owner's original written request will be used as the basis for the transfer of the entire Strategy Value.

Subject to any transfer limitations specified in the other Strategies, the Owner may also elect, on the Index Term End Date coinciding with the last day of the Initial Cap Rate Guarantee Period and on each Index Term End Date thereafter, to transfer some or all of the value of the other Strategies to the 1-Year Point-to-Point Guaranteed Cap Index Strategy. Transfers to the 1-Year Point-to-Point Guaranteed Cap Index Strategy are not permitted during the Initial Cap Rate Guarantee Period.

GENERAL ENDORSEMENT PROVISIONS**• Withdrawals**

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. If any portion of the Withdrawal is to be taken from the 1-Year Point-to-Point Guaranteed Cap Index Strategy 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 \$2,000. The minimum amount that may remain in the 1-Year Point-to-Point Guaranteed Cap Index Strategy at any time is \$2,000. Therefore, if a Withdrawal request is received that will leave less than \$2,000 in the 1-Year Point-to-Point Guaranteed Cap Index Strategy, the entire Strategy Value of the 1-Year Point-to-Point Guaranteed Cap Index Strategy must be withdrawn. A Withdrawal Charge and a Market Value Adjustment may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated in accordance with the provisions of the Contract to which this Endorsement is attached utilizing the Withdrawal Charge Rates and any applicable Premium Bonus Recapture Charge Rates shown on the Contract Data Page of the Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to the Contract.

The Company may defer payment of Withdrawals of any type 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.



Michael H. Miller
Secretary

GENERAL ENDORSEMENT PROVISIONS

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Filing Company: Aviva Life and Annuity Company *State Tracking Number:* 39259
Company Tracking Number: AVIVA GUARANTEED CAP STRATEGY ENDORSEMENTS
TOI: A071 Individual Annuities - Special *Sub-TOI:* A071.001 Equity Indexed
Product Name: AVIVA Guaranteed Cap Strategy Endorsements
Project Name/Number: AVIVA Guaranteed Cap Strategy Endorsements/AVIVA Guaranteed Cap Strategy Endorsements

Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

06/03/2008

Comments:

Attachment:

AR_AVIVA_GCS_0708_SCORECERT..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