

SERFF Tracking Number: NDPL-125731602 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 39670  
Company Tracking Number: 2WFLAJ07-2  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: Wellness Benefits and Rewards Rider - v2  
Project Name/Number: Wellness Rider - v2 ALAC/2WFLAJ07-2

## Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: Wellness Benefits and Rewards SERFF Tr Num: NDPL-125731602 State: ArkansasLH  
Rider - v2

TOI: L08 Life - Other

SERFF Status: Closed

State Tr Num: 39670

Sub-TOI: L08.000 Life - Other

Co Tr Num: 2WFLAJ07-2

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Brenda Worman, Dana  
White

Disposition Date: 07/24/2008

Date Submitted: 07/18/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Wellness Rider - v2 ALAC

Status of Filing in Domicile: Authorized

Project Number: 2WFLAJ07-2

Date Approved in Domicile: 07/10/2008

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filed and approved  
in our state of domicile, Iowa, effective 7/10/08.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 07/24/2008

State Status Changed: 07/24/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

THE COMPANY REQUESTS THIS FILING BE CONSIDERED CONFIDENTIAL AND NOT FOR PUBLIC ACCESS.

An identical filing is being submitted under separate cover for our sister company, Indianapolis Life Insurance Company, under SERFF Tracking No: NDPL-125731697.

SERFF Tracking Number: NDPL-125731602 State: Arkansas  
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Product Name: Wellness Benefits and Rewards Rider - v2  
Project Name/Number: Wellness Rider - v2 ALAC/2WFLAJ07-2

We are pleased to submit Form 2WFLAJ07-2, Wellness Benefits and Rewards Rider, to your Department for review and approval. A similar rider, Form 2WFLAJ07, was previously approved by your department effective 10/19/2007 under SERFF Tracking No.: NDPL-125301181, your state tracking #37078. In general, the enclosed rider will not replace the previously approved rider; however, once we can administer the replacement on our administrative system, we would like to update all existing policies issued on Form 2EDB08 with rider Form 2WFLAJ07 with the enclosed rider form.

For your convenience, we have attached a marked-up copy of the revisions from the previously approved form.

The enclosed rider has been revised to include the following enhancements: 1. added both a Guaranteed Wellness Reward Percentage and a Maximum Wellness Reward Percentage as shown on the sample policy data page; 2. added a guarantee that the rider administrative expense charge is only deducted during the first policy year; and 3. revised the rider to be an illustrated form. As such, we will illustrate the guaranteed minimum wellness rewards and the guaranteed rider charge so the policy owner can understand the value proposition at time of purchase.

Form 2WFLAJ07-2 is designed to reward life insurance policyholders who satisfy requirements related to general health and wellness. The benefits for this Rider consist of two parts, Wellness Benefits and Wellness Rewards.

Wellness Benefits - The Wellness Benefits are provided to the Insured through a third party provider and will include information designed to educate the Insured on the benefits of a healthy lifestyle as well as to help the Insured maintain a healthy lifestyle.

Wellness Rewards – The Wellness Reward is a percentage reduction in the COI rates of the policy if the Insured meets the qualification criteria for this benefit. A COI discount will be declared annually at the Company's discretion taking into consideration factors including, but not limited to, future expectations of mortality and persistency for the Insureds with this Rider. The COI discount will vary by policy duration subject to a maximum duration used in the calculation. The COI discount will be applied prospectively to qualifying policies beginning in the third policy year.

An administrative expense charge is assessed for this Rider. The charge is assessed monthly during the first policy year and is guaranteed to be no greater than \$8.33 per month.

This Rider will be available with our currently marketed indexed universal life product, Form 2EDB08, and future 2001 CSO universal life products. Form 2EDB08 was approved by your department effective 3/4/2008 under SERFF Tracking

SERFF Tracking Number: NDPL-125731602 State: Arkansas  
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No. NDPL-125480487, our state tracking #38245.

This Rider may be added to new issues only at the policy owner's request and only at issue. The issue ages for this Rider are 21-85 years. For all existing policies issued on Form 2EDB08 with rider Form 2WFLAJ07, we would like to replace that rider form with Form 2WFLAJ07-2 once we can administer the replacement on our administrative system.

This Rider is an illustrated form and will be marketed with a sales illustration.

Sample policy data pages 3A and 3F are enclosed to demonstrate how the benefit description will be shown when issued. The benefit description will be shown in the same format regardless of the underlying base policy the Rider is issued with.

This form has been produced from our Automated Policy Assembly Laser system and is in final print. This form is written in simplified and readable language.

You may direct any questions or comments regarding this submission to Brenda Worman at (800) 457-3557, ext. 6750 or at [brenda.worman@avivausa.com](mailto:brenda.worman@avivausa.com).

## Company and Contact

### Filing Contact Information

Brenda Worman, Product Compliance Analyst [brenda.worman@avivausa.com](mailto:brenda.worman@avivausa.com)  
9200 Keystone Crossing (317) 927-6750 [Phone]  
Indianapolis, IN 46240 (317) 927-6510[FAX]

### Filing Company Information

Aviva Life and Annuity Company CoCode: 61689 State of Domicile: Iowa  
611 Fifth Avenue Group Code: 1225 Company Type:  
Des Moines, IA 50309 Group Name: State ID Number:  
(317) 927-6749 ext. [Phone] FEIN Number: 42-0175020  
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## Filing Fees

SERFF Tracking Number: NDPL-125731602 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 39670  
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Fee Required? Yes  
Fee Amount: \$20.00  
Retaliatory? No  
Fee Explanation: DOI filing fee - \$20  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$20.00	07/18/2008	21496053

SERFF Tracking Number: NDPL-125731602 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/24/2008	07/24/2008

*SERFF Tracking Number:* NDPL-125731602      *State:* Arkansas  
*Filing Company:* Aviva Life and Annuity Company      *State Tracking Number:* 39670  
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*TOI:* L08 Life - Other      *Sub-TOI:* L08.000 Life - Other  
*Product Name:* Wellness Benefits and Rewards Rider - v2  
*Project Name/Number:* Wellness Rider - v2 ALAC/2WFLAJ07-2

## **Disposition**

Disposition Date: 07/24/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NDPL-125731602 State: Arkansas  
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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Readability Certification		Yes
Supporting Document	Actuarial Memorandum		No
Supporting Document	Sample Policy Data Pages		Yes
Supporting Document	Explanation of Variability		Yes
Supporting Document	Copy of Form with Revisions Marked		Yes
Form	Wellness Benefits and Rewards Rider		Yes

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## Form Schedule

**Lead Form Number:** 2WFLAJ07-2

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	Form 2	Policy/Cont Wellness Benefits 2WFLAJ07-ract/Fratern and Rewards Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51	2WFLAJ07-2 -- Wellness Rider v2.pdf



**Aviva Life and Annuity Company**

Home Office: [611 Fifth Avenue, Des Moines, Iowa 50309]  
Administrative Office: [611 Fifth Avenue, Des Moines, Iowa 50309]  
[1-800-800-9882]

**WELLNESS BENEFITS AND REWARDS RIDER**

(Attached to and made a part of the policy)

This Rider is added to and made a part of the policy to which it is attached. The benefits provided by this Rider are subject to the provisions, terms and conditions of this Rider and the policy to which it is attached. This Rider is issued in consideration of the application received and payment of the administrative expense charge for this Rider.

**BENEFITS**

This Rider provides for the following benefits:

- a) Wellness Benefits; and
- b) Wellness Rewards.

The policy and this Rider must be in force in order to receive either of these benefits.

**Wellness Benefits**

The Wellness Benefits are provided to the Insured through a third party provider as shown on the Policy Data Page, and will include information designed to educate the Insured on the benefits of a healthy lifestyle as well as to help the Insured maintain a healthy lifestyle. The Wellness Benefits are available to the Insured as of the Policy Date and will include newsletters, access to a wellness website, the availability of an online personal health risk assessment, access to a telephone nurse hotline, special offers on wellness resources and programs, and a variety of publications, some of which may be available for purchase by the Insured. If the Wellness Benefits are no longer offered by the then current third party provider, the Company will attempt to provide the Wellness Benefits through an alternate third party provider. If the Wellness Benefits are discontinued, the Insured will be notified and the administrative expense charge, if any, associated with this Rider will be discontinued.

The Insured is eligible to receive services from the third party provider, regardless of whether or not they qualify for the Wellness Rewards.

**Wellness Rewards**

The Wellness Reward is a percentage reduction in the cost of insurance rates of the policy if the Insured qualifies for this benefit. The Wellness Reward Percentage is declared no less frequently than annually by the Company at the beginning of the Wellness Reward Start Year and is determined at the sole discretion of the Company. The Wellness Reward equals the Wellness Reward Percentage multiplied by the lesser of:

- a) the current policy year; and
- b) the Maximum Calculation Year as shown on the Policy Data Page.

However, in no event will the Wellness Reward be greater than 100%.

The policy's current monthly cost of insurance rate and the current monthly term life insurance rider cost of insurance rate for the Insured Term Life Insurance Rider, if attached to the policy, will be reduced by the Wellness Reward. The Wellness Reward Percentage is based on the Qualification Level met by the Insured in the most recently completed Qualification Period and is only applicable to the policy if the Insured meets the Wellness Reward qualification criteria. The requirements for each of these Qualification Levels are described in the Wellness Reward Qualification provision. The Insured must qualify once during each Qualification Period for the corresponding Effective Period. The Qualification Periods and Effective Periods are shown on the Policy Data Page. The Company will notify the Owner of the amount of the Wellness Reward, if applicable, in the annual report or in notices to the Owner.

The Wellness Reward Percentage for each Qualification Level will not be less than the Guaranteed Wellness Reward Percentage for that Qualification Level as shown on the Policy Data Page.

## **DEFINITIONS**

**Effective Period:** The period of time the Wellness Reward will be applied to the policy if the Insured qualifies for the Wellness Reward in the previous Qualification Period. The Effective Periods are shown on the Policy Data Page with their corresponding Qualification Periods.

**Guaranteed Wellness Reward Percentage:** The lowest percentage that can be declared by the Company for purposes of determining the Wellness Reward. The Guaranteed Wellness Reward Percentage for each Qualification Level is shown on the Policy Data Page.

**Licensed Physician:** A legally qualified physician other than you, the Insured, or a member of your immediate family or the Insured's immediate family. Immediate family means grandparent, parent, sibling, children, cousin, aunt, uncle, parent-in-law, grandparent-in-law, brother-in-law or sister-in-law.

**Maximum Calculation Year:** The maximum policy year used in the calculation of the Wellness Reward. The Maximum Calculation Year is determined at issue and is shown on the Policy Data Page.

**Maximum Weight:** The highest weight the Insured may weigh in order for the policy to qualify for the Wellness Reward. The Maximum Weight is determined at issue and is shown on the Policy Data Page.

**Maximum Wellness Reward Percentage:** The highest percentage that will be declared by the Company for purposes of determining the Wellness Reward. The Maximum Wellness Reward Percentage for each Qualification Level is shown on the Policy Data Page.

**Minimum Weight:** The lowest weight the Insured may weigh in order for the policy to qualify for the Wellness Reward. The Minimum Weight is determined at issue and is shown on the Policy Data Page.

**Qualification Period:** The period of time in which the Insured must meet the Qualification Level 1 or Qualification Level 2 requirements in order for the policy to qualify for the Wellness Reward for the corresponding Effective Period. The Qualification Periods are shown on the Policy Data Page with their corresponding Effective Periods.

**Routine Physical:** An office visit where lab tests and other tests are given in connection with the physical exam. This will usually include, at a minimum, height, weight, pulse, blood pressure and blood sugar levels. The physical exam should include a review and written record of the Insured's complete medical history, a check of all body systems and a review and discussion of the results with the Insured.

**Wellness Reward Percentage:** A percentage, declared by the Company, for purposes of determining the Wellness Reward. A percentage will be declared for each Qualification Level. The percentage declared will be no lower than the Guaranteed Wellness Reward Percentage for that Qualification Level as shown on the Policy Data Page and no higher than the Maximum Wellness Reward Percentage shown on the Policy Data Page.

**Wellness Reward Start Year:** The first policy year that a Wellness Reward Percentage will be declared by the Company. The Wellness Reward Start Year is shown on the Policy Data Page.

#### **WELLNESS REWARD QUALIFICATION**

The Insured must meet certain requirements during each Qualification Period in order for the policy to qualify for the Wellness Reward.

Qualification Level 1:

- a) a Licensed Physician must have performed a Routine Physical on the Insured during the Qualification Period; and
- b) the Licensed Physician who performed the physical must verify that the Insured was given the Routine Physical on the qualification form provided by the Company; and
- c) the completed qualification form is returned to the Company by the Qualification Period End Date.

Qualification Level 2:

- a) the Insured must meet the Qualification Level 1 requirements; and
- b) the Insured's weight must be equal to or higher than the Minimum Weight and equal to or lower than the Maximum Weight shown on the Policy Data Page.

The Insured is responsible for the cost of the Routine Physical.

We reserve the right to conduct an investigation of the information provided to us on the qualification form at our expense. Such investigation may include, but is not limited to, an examination of the Insured by a physician or paramedic we designate. If the results from our designated physician or paramedic show that the Insured does not meet the qualification criteria, no Wellness Reward will be effective for that period. The policy may qualify for future Wellness Rewards if the Insured meets the qualification criteria in a subsequent Qualification Period.

#### **WELLNESS REWARD**

The Wellness Reward for this Rider is calculated based on which Qualification Level the Insured has met during the Qualification Period.

- If the Insured has met Qualification Level 2 requirements, the Wellness Reward applicable to Qualification Level 2, is applied to the policy as described in the Benefits provision.
- If the Insured has not met Qualification Level 2 requirements, but has met Qualification Level 1 requirements, the Wellness Reward applicable to Qualification Level 1 is applied to the policy as described in the Benefits provision.
- If the Insured has not either Qualification Level 1 or Qualification Level 2 requirements, no Wellness Reward is applied to the policy for that Qualification Period.

If a change to the policy is approved by the Company, the qualification criteria will remain the same as set forth on the Policy Data Page on the Policy Date.

If the policy includes the No Lapse Guarantee Rider and a Wellness Reward is applied to the policy, an amount equal to any reduction in the policy's current monthly cost of insurance charge and the current monthly term life insurance rider cost of insurance charge for the Insured Term Life Insurance Rider, if attached to the policy, will be considered, for the purposes of determining the NLG Value as defined in the No Lapse Guarantee Rider, as a premium paid as of the date a Wellness Reward is applied to the policy.

#### **RIDER ADMINISTRATIVE EXPENSE CHARGE**

During the first policy year, this Rider has an administrative expense charge that will be included in the Monthly Deduction of the policy. The monthly administrative expense charge is shown on the Policy Data Page for this Rider. The monthly administrative expense charge is not payable after this Rider has terminated.

**TERMINATION**

This Rider will terminate on the earliest of the following dates and events:

- a) when the policy matures, terminates, or is exchanged for another policy; or
- b) the monthly due date following our receipt of your written request to terminate this Rider.

The Wellness Benefits and Wellness Rewards will not be applied after this Rider has terminated.

**GENERAL**

This Rider is subject to all the conditions and provisions of the policy to which it is attached except as provided herein. If the Owner is not the Insured, this Rider endorses the Owner provision of the policy to which it is attached to provide any Wellness Benefits available under this Rider to the Insured only.

**REINSTATEMENT**

If this Rider was in force at the time the policy lapsed, it may only be reinstated if the policy is reinstated. The requirements for reinstatement of this Rider are the same as those for reinstatement of the policy. If the policy and this Rider are reinstated, the qualification criteria will remain the same as set forth on the Policy Data Page on the Policy Date.

**EFFECTIVE DATE**

This Rider is effective on the Policy Date shown on the Policy Data Page. This Rider cannot be elected after the Policy Date.



Secretary

<i>SERFF Tracking Number:</i>	<i>NDPL-125731602</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>39670</i>
<i>Company Tracking Number:</i>	<i>2WFLAJ07-2</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>Wellness Benefits and Rewards Rider - v2</i>		
<i>Project Name/Number:</i>	<i>Wellness Rider - v2 ALAC/2WFLAJ07-2</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: NDPL-125731602 State: Arkansas  
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## Supporting Document Schedules

**Review Status:** 07/11/2008

**Satisfied -Name:** Certification/Notice

**Comments:** documents attached.

**Attachments:**  
ARreg19 ALAC.pdf  
AR RDCRT - ALAC.pdf

**Review Status:** 07/17/2008

**Satisfied -Name:** Readability Certification

**Comments:** Attached is Readability Certification.

**Attachment:**  
STD Readcrt - ALAC.pdf

**Review Status:** 07/17/2008

**Satisfied -Name:** Sample Policy Data Pages

**Comments:** Attached are sample Policy Data Pages 3A & 3WFL.

**Attachment:**  
Aviva RG Data Page 6-19-08.pdf

**Review Status:** 07/17/2008

**Satisfied -Name:** Explanation of Variability

**Comments:** Attached is Explanation of Variability for sample policy data page 3WFL.

**Attachment:**  
Explanation of Variability-Aviva.pdf

**Review Status:** 07/17/2008

**Satisfied -Name:** Copy of Form with Revisions  
Marked

**Comments:**

SERFF Tracking Number: NDPL-125731602 State: Arkansas  
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For your convenience, we have attached a marked-up copy of the revisions from the previously approved form.

**Attachment:**

2WFLAJ07-2 Wellness Rider v2 - tracked changes.pdf



**Arkansas Certification  
Regulation 19**

**I certify that this submission meets the provisions of Regulation 19, Section 10B, as well as all applicable statutes, regulations, and bulletins of the State of Arkansas.**

**Aviva Life and Annuity Company**



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**Chris Guttin, ASA  
Vice-President-Product Operations**

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**7/7/2008**

**Date**

**Form Numbers**

Form 2WFLAJ07-2 – Wellness Benefits and Rewards Rider

**Regulation 19**

AR

**ARKANSAS READABILITY CERTIFICATION**

This is to certify that the attached, Form 2WFLAJ07-2 – Wellness Benefits and Rewards Rider, has achieved a Flesch Reading Ease Score of 50.7 and complies with the requirements of Arkansas Statute Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

**Aviva Life and Annuity Company**



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**Chris Guttin**  
**ASA / Vice President-Product Operations**

July 7, 2008

**Date**

**RD/CRT/AR**

**A) OPTION SELECTION**

- 1) Policy and its related forms are scored for the Flesch Reading Ease Test as one unit and the combined score is \_\_\_\_\_.
- 2) Policy and its related forms are scored separately for the Flesch Reading Ease Test. Scores for the policy and each form are indicated below.

FORM NUMBER  
AND NAME

FLESCH SCORE

Form 2WFLAJ07-2 – Wellness Benefits and Rewards Rider

50.7

**B) TEST OPTIONS SELECTED**

- 1) Test was applied to entire policy form(s).
- 2) Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

**C) STANDARDS FOR CERTIFICATION**

**A checked block indicates the standard has been achieved.**

- 1) The policy test achieves a minimum score of 45 of the Flesch Reading Ease Test in accordance with the option chosen in Section A, above.
- 2) It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages, schedules and tables.)
- 3) The layout and spacing of the policy separates the paragraphs from each other and from the border of the paper.
- 4) The section titles are captioned in bold face type or otherwise stand out significantly from the text.
- 5) Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.
- 6) The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.
- 7) A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than three pages.)

DATE June 20, 2008

By   
**Chris Guttin, ASA**  
**Vice President-Product Operations**

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [ ALAC6 ]  
INSURED: [ JOHN DOE ]

<u>BENEFIT</u>	FACE AMOUNT <u>AT ISSUE</u>	<u>EXPIRY</u> <u>DATE</u>
Wellness Benefits and Rewards Rider	N/A	Death of Insured



**POLICY DATA PAGE (continued)**

POLICY NUMBER: [ ALAC6 ]  
 INSURED: [ JOHN DOE ]

**WELLNESS BENEFITS AND REWARDS RIDER**

<b>WELLNESS REWARD QUALIFICATION PERIODS AND EFFECTIVE PERIODS</b>				
Period	Qualification Periods		Effective Periods	
	Start Date	End Date	Start Date	End Date
[31	4/15/2037	4/14/2039	4/15/2039	4/14/2040
32	4/15/2038	4/14/2040	4/15/2040	4/14/2041
33	4/15/2039	4/14/2041	4/15/2041	4/14/2042
34	4/15/2040	4/14/2042	4/15/2042	4/14/2043
35	4/15/2041	4/14/2043	4/15/2043	4/14/2044
36	4/15/2042	4/14/2044	4/15/2044	4/14/2045
37	4/15/2043	4/14/2045	4/15/2045	4/14/2046
38	4/15/2044	4/14/2046	4/15/2046	4/14/2047
39	4/15/2045	4/14/2047	4/15/2047	4/14/2048
40	4/15/2046	4/14/2048	4/15/2048	4/14/2049
41	4/15/2047	4/14/2049	4/15/2049	4/14/2050
42	4/15/2048	4/14/2050	4/15/2050	4/14/2051
43	4/15/2049	4/14/2051	4/15/2051	4/14/2052
44	4/15/2050	4/14/2052	4/15/2052	4/14/2053
45	4/15/2051	4/14/2053	4/15/2053	4/14/2054
46	4/15/2052	4/14/2054	4/15/2054	4/14/2055
47	4/15/2053	4/14/2055	4/15/2055	4/14/2056
48	4/15/2054	4/14/2056	4/15/2056	4/14/2057
49	4/15/2055	4/14/2057	4/15/2057	4/14/2058
50	4/15/2056	4/14/2058	4/15/2058	4/14/2059
51	4/15/2057	4/14/2059	4/15/2059	4/14/2060
52	4/15/2058	4/14/2060	4/15/2060	4/14/2061
53	4/15/2059	4/14/2061	4/15/2061	4/14/2062
54	4/15/2060	4/14/2062	4/15/2062	4/14/2063
55	4/15/2061	4/14/2063	4/15/2063	4/14/2064
56	4/15/2062	4/14/2064	4/15/2064	4/14/2065
57	4/15/2063	4/14/2065	4/15/2065	4/14/2066
58	4/15/2064	4/14/2066	4/15/2066	4/14/2067
59	4/15/2065	4/14/2067	4/15/2067	4/14/2068
60	4/15/2066	4/14/2068	4/15/2068	4/14/2069
61	4/15/2067	4/14/2069	4/15/2069	4/14/2070
62	4/15/2068	4/14/2070	4/15/2070	4/14/2071
63	4/15/2069	4/14/2071	4/15/2071	4/14/2072

**Explanation of Variability**  
**Wellness Benefits and Rewards Rider**  
**Form 2WFLAJ07-2**

**Qualification Period:** The period of time in which the Insured must meet the Qualification Level 1 or Qualification Level 2 requirements in order for the policy to qualify for the Wellness Reward for the corresponding Effective Period. The Qualification Periods are shown on the Policy Data Page with their corresponding Effective Periods. **Range: Overlapping two year periods beginning on the Policy Date**

**Minimum Weight:** The lowest weight the Insured may weigh in order for the policy to qualify for the Wellness Reward. The Minimum Weight is determined at issue and is shown on the Policy Data Page. **Range: 80-350 pounds**

**Maximum Weight:** The highest weight the Insured may weigh in order for the policy to qualify for the Wellness Reward. The Maximum Weight is determined at issue and is shown on the Policy Data Page. **Range: 100-400 pounds**

**Effective Period:** The period of time the Wellness Reward, if any, will be applied to the policy if the Insured qualifies for the Wellness Reward in the previous Qualification Period. The Effective Periods are shown on the Policy Data Page with their corresponding Qualification Periods. **Range: Overlapping two year periods beginning with the third policy year**

**Maximum Month Rider Charge:** The maximum monthly administrative expense charge that will be included in the monthly deduction of the policy for the first policy year only. **Range: \$0 - \$8.33 per month**

**Maximum Calculation Year:** The maximum policy year used in the calculation of the Wellness Reward. The Maximum Calculation Year is determined at issue and is shown on the Policy Data Page. **Range: 10-30 years**

**Guaranteed Wellness Reward Percentage:** The lowest percentage that can be declared by the Company for purposes of determining the Wellness Reward. The Guaranteed Wellness Reward Percentage for each Qualification Level is determined at issue and is shown on the Policy Data Page. **Range: .01% - 10.0%**

**Maximum Wellness Reward Percentage:** The highest percentage that will be declared by the Company for purposes of determining the Wellness Reward. The Maximum Wellness Reward Percentage for each Qualification Level is determined at issue and is shown on the Policy Data Page. **Range: .01% - 10.0%**



**Aviva Life and Annuity Company**

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**WELLNESS BENEFITS AND REWARDS RIDER**  
(Attached to and made a part of the policy)

This Rider is added to and made a part of the policy to which it is attached. The benefits provided by this Rider are subject to the provisions, terms and conditions of this Rider and the policy to which it is attached. This Rider is issued in consideration of the application received and payment of the administrative expense charge for this Rider.

**BENEFITS**

This Rider provides for the following benefits:

- a) Wellness Benefits; and
- b) Wellness Rewards.

The policy and this Rider must be in force in order to receive either of these benefits.

**Wellness Benefits**

The Wellness Benefits are provided to the Insured through a third party provider as shown on the Policy Data Page, and will include information designed to educate the Insured on the benefits of a healthy lifestyle as well as to help the Insured maintain a healthy lifestyle. The Wellness Benefits are available to the Insured as of the Policy Date and will include newsletters, access to a wellness website, the availability of an online personal health risk assessment, access to a telephone nurse hotline, special offers on wellness resources and programs, and a variety of publications, some of which may be available for purchase by the Insured. If the Wellness Benefits are no longer offered by the then current third party provider, the Company will attempt to provide the Wellness Benefits through an alternate third party provider. If the Wellness Benefits are discontinued, the Insured will be notified and the administrative expense charge, if any, associated with this Rider will be discontinued.

The Insured is eligible to receive services from the third party provider, regardless of whether or not they qualify for the Wellness Rewards.

**Wellness Rewards**

The Wellness Reward is a percentage reduction in the cost of insurance rates of the policy if the Insured qualifies for this benefit. The Wellness Reward Percentage is declared no less frequently than annually by the Company at the beginning of the Wellness Reward Start Year and is determined at the sole discretion of the Company. The Wellness Reward equals the Wellness Reward Percentage multiplied by the lesser of:

- a) the current policy year; and
- b) the Maximum Calculation Year as shown on the Policy Data Page.

However, in no event will the Wellness Reward be greater than 100%.

*deleted  
- Roy*

The policy's current monthly cost of insurance rate and the current monthly term life insurance rider cost of insurance rate for the Insured Term Life Insurance Rider, if attached to the policy, will be reduced by the Wellness Reward. The Wellness Reward Percentage is based on the Qualification Level met by the Insured in the most recently completed Qualification Period and is only applicable to the policy if the Insured meets the Wellness Reward qualification criteria. The requirements for each of these Qualification Levels are described in the Wellness Reward Qualification provision. The Insured must qualify once during each Qualification Period for the corresponding Effective Period. The Qualification Periods and Effective Periods are shown on the Policy Data Page. The Company will notify the Owner of the amount of the Wellness Reward, if applicable, in the annual report or in notices to the Owner.

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The Wellness Reward Percentage for each Qualification Level will not be less than the Guaranteed Wellness Reward Percentage for that Qualification Level as shown on the Policy Data Page.

## DEFINITIONS

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**Effective Period:** The period of time the Wellness Reward will be applied to the policy if the Insured qualifies for the Wellness Reward in the previous Qualification Period. The Effective Periods are shown on the Policy Data Page with their corresponding Qualification Periods.

**Guaranteed Wellness Reward Percentage:** The lowest percentage that can be declared by the Company for purposes of determining the Wellness Reward. The Guaranteed Wellness Reward Percentage for each Qualification Level is shown on the Policy Data Page.

**Licensed Physician:** A legally qualified physician other than you, the Insured, or a member of your immediate family or the Insured's immediate family. Immediate family means grandparent, parent, sibling, children, cousin, aunt, uncle, parent-in-law, grandparent-in-law, brother-in-law or sister-in-law.

**Maximum Calculation Year:** The maximum policy year used in the calculation of the Wellness Reward. The Maximum Calculation Year is determined at issue and is shown on the Policy Data Page.

**Maximum Weight:** The highest weight the Insured may weigh in order for the policy to qualify for the Wellness Reward. The Maximum Weight is determined at issue and is shown on the Policy Data Page.

**Maximum Wellness Reward Percentage:** The highest percentage that will be declared by the Company for purposes of determining the Wellness Reward. The Maximum Wellness Reward Percentage for each Qualification Level is shown on the Policy Data Page.

**Minimum Weight:** The lowest weight the Insured may weigh in order for the policy to qualify for the Wellness Reward. The Minimum Weight is determined at issue and is shown on the Policy Data Page.

**Qualification Period:** The period of time in which the Insured must meet the Qualification Level 1 or Qualification Level 2 requirements in order for the policy to qualify for the Wellness Reward for the corresponding Effective Period. The Qualification Periods are shown on the Policy Data Page with their corresponding Effective Periods.

**Routine Physical:** An office visit where lab tests and other tests are given in connection with the physical exam. This will usually include, at a minimum, height, weight, pulse, blood pressure and blood sugar levels. The physical exam should include a review and written record of the Insured's complete medical history, a check of all body systems and a review and discussion of the results with the Insured.

**Wellness Reward Percentage:** A percentage, declared by the Company, for purposes of determining the Wellness Reward. A percentage will be declared for each Qualification Level. The percentage declared will be no lower than the Guaranteed Wellness Reward Percentage for that Qualification Level as shown on the Policy Data Page and no higher than the Maximum Wellness Reward Percentage shown on the Policy Data Page.

Wellness Reward Start Year: The first policy year that a Wellness Reward Percentage will be declared by the Company. The Wellness Reward Start Year is shown on the Policy Data Page.

### **WELLNESS REWARD QUALIFICATION**

The Insured must meet certain requirements during each Qualification Period in order for the policy to qualify for the Wellness Reward.

#### Qualification Level 1:

- a) a Licensed Physician must have performed a Routine Physical on the Insured during the Qualification Period; and
- b) the Licensed Physician who performed the physical must verify that the Insured was given the Routine Physical on the qualification form provided by the Company; and
- c) the completed qualification form is returned to the Company by the Qualification Period End Date.

#### Qualification Level 2:

- a) the Insured must meet the Qualification Level 1 requirements; and
- b) the Insured's weight must be equal to or higher than the Minimum Weight and equal to or lower than the Maximum Weight shown on the Policy Data Page.

The Insured is responsible for the cost of the Routine Physical.

We reserve the right to conduct an investigation of the information provided to us on the qualification form at our expense. Such investigation may include, but is not limited to, an examination of the Insured by a physician or paramedic we designate. If the results from our designated physician or paramedic show that the Insured does not meet the qualification criteria, no Wellness Reward will be effective for that period. The policy may qualify for future Wellness Rewards if the Insured meets the qualification criteria in a subsequent Qualification Period.

### **WELLNESS REWARD**

The Wellness Reward for this Rider is calculated based on which Qualification Level the Insured has met during the Qualification Period.

- If the Insured has met ~~Qualification Level 2~~ <sup>deleted if any</sup> requirements, the Wellness Reward applicable to Qualification Level 2, is applied to the policy as described in the Benefits provision.
- If the Insured has not met Qualification Level 2 requirements, but has met Qualification Level 1 requirements, the Wellness Reward applicable to Qualification Level 1 is applied to the policy as described in the Benefits provision. <sup>deleted if any</sup>
- If the Insured has not either Qualification Level 1 or Qualification Level 2 requirements, no Wellness Reward is applied to the policy for that Qualification Period.

If a change to the policy is approved by the Company, the qualification criteria will remain the same as set forth on the Policy Data Page on the Policy Date.

If the policy includes the No Lapse Guarantee Rider and a Wellness Reward is applied to the policy, an amount equal to any reduction in the policy's current monthly cost of insurance charge and the current monthly term life insurance rider cost of insurance charge for the Insured Term Life Insurance Rider, if attached to the policy, will be considered, for the purposes of determining the NLG Value as defined in the No Lapse Guarantee Rider, as a premium paid as of the date a Wellness Reward is applied to the policy.

### **RIDER ADMINISTRATIVE EXPENSE CHARGE**

During the first policy year, this Rider has an administrative expense charge that will be included in the Monthly Deduction of the policy. The monthly administrative expense charge is shown on the Policy Data Page for this Rider. The monthly administrative expense charge is not payable after this Rider has terminated.

**TERMINATION**

This Rider will terminate on the earliest of the following dates and events:

- a) when the policy matures, terminates, or is exchanged for another policy; or
- b) the monthly due date following our receipt of your written request to terminate this Rider.

The Wellness Benefits and Wellness Rewards will not be applied after this Rider has terminated.

**GENERAL**

This Rider is subject to all the conditions and provisions of the policy to which it is attached except as provided herein. If the Owner is not the Insured, this Rider endorses the Owner provision of the policy to which it is attached to provide any Wellness Benefits available under this Rider to the Insured only.

**REINSTATEMENT**

If this Rider was in force at the time the policy lapsed, it may only be reinstated if the policy is reinstated. The requirements for reinstatement of this Rider are the same as those for reinstatement of the policy. If the policy and this Rider are reinstated, the qualification criteria will remain the same as set forth on the Policy Data Page on the Policy Date.

**EFFECTIVE DATE**

This Rider is effective on the Policy Date shown on the Policy Data Page. This Rider cannot be elected after the Policy Date.



Secretary