

<i>SERFF Tracking Number:</i>	<i>NDPL-125772539</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>40081</i>
<i>Company Tracking Number:</i>	<i>2UAA09</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>Patriot Solution II</i>		
<i>Project Name/Number:</i>	<i>Patriot Solution II /2UAA09</i>		

Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: Patriot Solution II

TOI: L09I Individual Life - Flexible Premium
Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Tr Num: NDPL-125772539 State: ArkansasLH

SERFF Status: Closed State Tr Num: 40081

Co Tr Num: 2UAA09

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Authors: Brenda Worman, Dana
White

Disposition Date: 09/02/2008

Date Submitted: 08/26/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Patriot Solution II

Project Number: 2UAA09

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 08/25/2008

Domicile Status Comments: Approved in our
state of domicile, Iowa effective 8/25/08.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 09/02/2008

State Status Changed: 09/02/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

OTHER THAN THE UPDATE TO THE 2001 CSO MORTALITY TABLE, THIS POLICY FORM IS IDENTICAL TO FORM 2UAB05, APPROVED BY YOUR DEPARTMENT EFFECTIVE 11/15/2004. A RED-LINED VERSION OF THE REVISED FORM IS ENCLOSED FOR YOUR CONVENIENCE.

SERFF Tracking Number: NDPL-125772539 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 40081
Company Tracking Number: 2UAA09
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Patriot Solution II
Project Name/Number: Patriot Solution II /2UAA09

Form 2UAA09 - Flexible Premium Adjustable Life Insurance Policy

The above referenced form is being submitted for your review and approval.

Form 2UAA09 - This is a non-participating universal life type policy providing life insurance coverage on the Insured. Various policy features permit the death benefit to be adjusted, flexible premiums to be paid, loans to be taken, and current assumptions to be used in the calculation of policy values. All present values are based on the 2001 CSO Male/Female and Smoker/Nonsmoker Mortality Table, age nearest birthday and 4.00% interest.

At issue, the policyowner will choose which death benefit compliance test (guideline premium or cash value accumulation) his policy will be issued under. This election cannot be changed after issue. The enclosed policy is assembled for the guideline premium test. Sample policy data pages for policies issued under the cash value accumulation test are also attached to the back of the policy for your information.

This policy may be issued on a non-qualified or a qualified basis. The enclosed policy is assembled as a non-qualified issue. A replacement page 14U which will be used for policies issued on a qualified basis is attached to the back of the policy for your information.

The issue ages for this policy are 0-85 years and the minimum face amount is \$25,000 for issue ages 0-17 and \$50,000 for issue ages 18 and above.

This form will replace Form 2UAB05, previously approved by your department as noted above. This form is written in simplified and readable language and do not contain any unusual or possible controversial items from normal company or industry standards.

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

This policy will be marketed with an illustration.

Application Form 14530 2/07, approved by your department effective 8/28/06 will be used to apply for this product.

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 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Patriot Solution II
 Project Name/Number: Patriot Solution II/2UAA09

Company and Contact

Filing Contact Information

Dana White, Product Compliance Specialist dana.white@avivausa.com
 9200 Keystone Crossing (317) 927-6748 [Phone]
 Indianapolis, IN 46240 (317) 926-6510[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

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$50.00	08/26/2008	22145277

SERFF Tracking Number: NDPL-125772539 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 40081
Company Tracking Number: 2UAA09
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Patriot Solution II
Project Name/Number: Patriot Solution II /2UAA09

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	09/02/2008	09/02/2008

SERFF Tracking Number: NDPL-125772539 *State:* Arkansas
Filing Company: Aviva Life and Annuity Company *State Tracking Number:* 40081
Company Tracking Number: 2UAA09
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: Patriot Solution II
Project Name/Number: Patriot Solution II /2UAA09

Disposition

Disposition Date: 09/02/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NDPL-125772539 State: Arkansas
 Filing Company: Aviva Life and Annuity Company State Tracking Number: 40081
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 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
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 Product Name: Patriot Solution II
 Project Name/Number: Patriot Solution II/2UAA09

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Life Actuarial Memorandum		No
Supporting Document	Explanation of Variability		Yes
Supporting Document	Readability Certification		Yes
Supporting Document	Guaranteed COI's		Yes
Supporting Document	Tracked Changes for 2001 CSO		Yes
Form	Flexible Premium Adjustable Life Insurance		Yes

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Form Schedule

Lead Form Number: Form 2UAA09

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	Form 2UAA09	Policy/Cont ract/Fraternal Certificate	Flexible Premium Adjustable Life Insurance	Initial		50	Policy 2UAA09.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]

POLICY NUMBER	[AVIVA1]	FACE AMOUNT	[\$100,000]
INSURED	[JOHN DOE]		
POLICY DATE	[AUGUST 1, 2008]		

**FLEXIBLE PREMIUM ADJUSTABLE
LIFE INSURANCE**

Proceeds payable upon the death of the Insured.
Flexible premiums payable until the Insured's Age 121.
Adjustable death benefit.
Non-participating.

Aviva Life and Annuity Company agrees to pay the proceeds of this policy to the beneficiary upon receipt of due proof of the Insured's death. Payment is subject to the provisions, terms and conditions of this policy.

We issue this policy in consideration of the application attached and of the payment of the Initial Premium in advance. This policy will take effect on the Policy Date stated. Anniversary dates and policy years will be determined from this Policy Date.

RIGHT TO CANCEL

PLEASE READ YOUR POLICY CAREFULLY. This policy is a legal contract between you and the Company. You have 20 days after you receive it to cancel this policy by delivering or mailing a written notice to the agent you purchased it from or the Home Office. You must return this policy before midnight of the 20th day after the date you receive this policy. Notice given by mail and return of this policy by mail are effective on being properly addressed, postmarked, and postage prepaid. We will return any premiums paid after we receive notice of cancellation and the returned policy. Cancellation makes this policy void from its start.

Signed for the Company at its Home Office at [611 Fifth Avenue, Des Moines, Iowa, 50309].

Handwritten signature of Thomas C. Godlasky in black ink.

Thomas C. Godlasky
President and CEO

Handwritten signature of Michael H. Miller in black ink.

Michael H. Miller
Secretary

Read Your Policy Carefully

The Table of Contents provides only a brief outline of some of the important features of your policy. The policy sets forth, in detail, the rights and obligations of both you and the Company.

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Additional benefits or restrictions, if any, follow the last page of this policy.

In this policy, "we", "our", "us" and "Company" mean Aviva Life and Annuity Company. "You" and "your" mean the Owner of this policy.

POLICY DATA PAGE

POLICY NUMBER: [AVIVA1]
INSURED: [JOHN DOE]
POLICY DATE: [August 1, 2008]

FACE AMOUNT: [\$100,000]
INITIAL PREMIUM: [\$952.00]
PLANNED PREMIUM: [\$952.00 Annually]
DEATH BENEFIT COMPLIANCE TEST: Computed from the Policy Date
DEATH BENEFIT OPTION: [Option 1] [Option 2]
[Guideline Premium Test]
[Cash Value Accumulation Test]

<u>BENEFIT</u>	<u>FACE AMOUNT</u> <u>AT ISSUE</u>	<u>EXPIRY</u> <u>DATE</u>
INSURED: [JOHN DOE] RATE CLASS [Non-tobacco] ISSUE AGE: [35] SEX: [M] PLAN: Flexible Premium Adjustable Life Insurance	[\$100,000]	Death of Insured

PLEASE SEE NEXT PAGE FOR ADDITIONAL BENEFITS

The Minimum Monthly Premium of [\$42.50] is for a Minimum Premium Period of [20] years from the Policy Date.

Note: It is possible that coverage will end before the death of the Insured if either no premiums are paid after the Initial Premium or if subsequent premiums are insufficient to continue coverage for the lifetime of the Insured.

Following the Insured's attained age 100, this policy may or may not qualify as life insurance under the Internal Revenue Code. You should consult your tax advisor.

This policy, including any riders, was issued based on the answers to the questions on the application. A copy of the application is included in this policy. If the answers are incorrect, we may deny benefits or rescind this policy. The best time to clear up any question is now, before a claim arises. If, for any reason, any of the answers are incorrect, contact us at our Home Office.

[The following will print on qualified cases only:

Non-transferable - Notwithstanding any provision to the contrary, this policy may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than this Company, except that this non-transferable provision shall not preclude the transfer of this policy to the Insured where such transfer represents an interest to which he is entitled pursuant to the provision of any plan or trust agreement under which this policy is purchased.

The Automatic Premium Loan provision, if contained in this policy, shall not be available. If this policy is issued under a 412i plan, the Loan Provisions shall not be available.]

POLICY DATA PAGE (continued)

POLICY NUMBER: [AVIVA1]
 INSURED: [JOHN DOE]

LOAN INTEREST RATE: 4.76% in advance

MINIMUM FACE AMOUNT: [\$50,000]
 GUARANTEED INTEREST RATE: [4.0 %]
 INTEREST FACTOR: [1.00327374]
 MAXIMUM MONTHLY POLICY CHARGE: [\$6.00]
 NET PREMIUM: [95%] of any premium paid

MAXIMUM MONTHLY PER \$1,000 OF FACE AMOUNT RATE:

If the INSURED FACE AMOUNT is less than \$100,000, the rate is: [\$ 0.42833] per \$1,000
 If the INSURED FACE AMOUNT is \$100,000 or greater, the rate is: [\$ 0.29833] per \$1,000

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
[1	1,514.00
2	1,434.32
3	1,354.63
4	1,274.95
5	1,195.26
6	1,115.58
7	1,035.89
8	956.21
9	876.53
10	796.84
11	717.16
12	637.47
13	557.79
14	478.11
15	398.42
16	318.74
17	239.05
18	159.37
19	79.68
20 +	-0-]

The surrender charges shown above are for the Face Amount At Issue.

In the event of an increase in the Face Amount, the surrender charges, the Minimum Monthly Premium and monthly per \$1,000 of Face Amount charges will increase. You will be provided a new Table of Surrender Charges.

In the event of a decrease in the Face Amount, the surrender charges, the Minimum Monthly Premium and monthly per \$1,000 of Face Amount charges will not decrease.

POLICY DATA PAGE (continued)

POLICY NUMBER: [AVIVA1]
INSURED: [JOHN DOE]

**TABLE OF MONTHLY GUARANTEED MAXIMUM COST OF INSURANCE RATES
RATES PER THOUSAND**

POLICY YEAR	RATE	POLICY YEAR	RATE
[1	0.09089	34	1.70627
2	0.09589	35	1.85467
3	0.10007	36	2.03500
4	0.10758	37	2.23720
5	0.11425	38	2.50360
6	0.12176	39	2.78562
7	0.13178	40	3.08342
8	0.14430	41	3.41024
9	0.15850	42	3.76820
10	0.17520	43	4.18587
11	0.19441	44	4.67661
12	0.21279	45	5.24717
13	0.23285	46	5.87410
14	0.24456	47	6.59415
15	0.25793	48	7.35120
16	0.27717	49	8.17591
17	0.29975	50	9.09944
18	0.33071	51	10.14422
19	0.36419	52	11.31891
20	0.40691	53	12.62238
21	0.45970	54	14.04388
22	0.51338	55	15.57220
23	0.57128	56	17.19964
24	0.62083	57	18.76184
25	0.67798	58	20.42406
26	0.74695	59	22.21645
27	0.83114	60	24.15514
28	0.93398	61	26.24421
29	1.04963	62	28.20561
30	1.17137	63	30.35199
31	1.30009	64	32.70866
32	1.43072	65	35.30337
33	1.56327	66	38.17512]

The rates shown above are based upon this policy's Issue Age, Rate Class, Sex, and Face Amount At Issue as stated on the Policy Data Page. Any extra rating is reflected in the Table of Monthly Guaranteed Maximum Cost of Insurance Rates.

Guaranteed Mortality Table: Commissioner's 2001 Standard Ordinary Male or Female, Nonsmoker or Smoker Mortality Table, age nearest birthday.

POLICY DATA PAGE (continued)

POLICY NUMBER: [AVIVA1]
INSURED: [JOHN DOE]

**TABLE OF MONTHLY GUARANTEED MAXIMUM COST OF INSURANCE RATES
RATES PER THOUSAND**

	POLICY YEAR	RATE	POLICY YEAR	RATE
[67	40.53000		
	68	43.11769		
	69	45.96629		
	70	49.11196		
	71	52.54885		
	72	56.37067		
	73	60.64050		
	74	65.43820		
	75	70.86240		
	76	77.04002		
	77	83.33333		
	78	83.33333		
	79	83.33333		
	80	83.33333		
	81	83.33333		
	82	83.33333		
	83	83.33333		
	84	83.33333		
	85	83.33333		
	86	83.33333		
	87 and thereafter	0.00000]	

The rates shown above are based upon this policy's Issue Age, Rate Class, Sex, and Face Amount At Issue as stated on the Policy Data Page. Any extra rating is reflected in the Table of Monthly Guaranteed Maximum Cost of Insurance Rates.

Guaranteed Mortality Table: Commissioner's 2001 Standard Ordinary Male or Female, Nonsmoker or Smoker Mortality Table, age nearest birthday.

POLICY DATA PAGE (continued)

POLICY NUMBER: [AVIVA1]
INSURED: [JOHN DOE]

[TABLE OF MINIMUM DEATH BENEFITS

<u>ATTAINED AGE OF INSURED</u>	<u>PERCENTAGE OF ACCOUNT VALUE</u>	<u>ATTAINED AGE OF INSURED</u>	<u>PERCENTAGE OF ACCOUNT VALUE</u>
40 or less	250%	61	128%
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215	66	119
46	209	67	118
47	203	68	117
48	197	69	116
49	191	70	115
50	185	71	113
51	178	72	111
52	171	73	109
53	164	74	107
54	157	75-90	105
55	150	91	104
56	146	92	103
57	142	93 and above	102
58	138		
59	134		
60	130		

GENERAL PROVISIONS

CONTRACT

This policy, including any attached riders, endorsements, amendments, the attached copy of the application and any supplemental applications constitute the entire contract. Only an authorized officer of our Company can modify or waive in writing our rights or requirements under this policy.

INCONTESTABILITY

All statements made in the application or supplemental applications are considered representations and not warranties. No statement will be used to void this policy or to defend against a claim unless contained in the application, supplemental applications, or any amendments attached to this policy at issue or made part of this policy when a change becomes effective. The validity of this policy will not be contestable after it has been in force for two years from the Policy Date during the Insured's lifetime except for non-payment of premiums sufficient to keep this policy in force. Any increase in the Face Amount will be incontestable only after the increase has been in force for two years during the Insured's lifetime after the effective date of the increase.

SUICIDE

If the Insured commits suicide, while sane or insane, during the first two policy years from the Policy Date, our liability is limited to premiums paid less any policy loans, and less any withdrawals. If the Insured commits suicide, while sane or insane, within two years after the effective date of any increase in the Face Amount, our liability as to the increased amount is limited to the monthly deductions for the increase.

MISSTATEMENT OF AGE OR SEX

If the Insured's age or sex is misstated, we will adjust proceeds based on what the monthly deductions would have purchased at the correct sex and age.

ASSIGNMENT

We will recognize an assignment of this policy only when we receive a signed copy at our Home Office. We will not be responsible for the validity of any assignment.

ANNUAL REPORT

We will send you an annual report, at no charge, which shows:

- a) the Account Value;
- b) the cash value;
- c) the net cash value;
- d) premiums paid since the last annual report;
- e) all charges since the last annual report; and
- f) any outstanding policy loans.

In addition to the annual report, we will prepare at your request a projection of values for this policy for future years. We may charge a reasonable fee for the preparation of this projection.

ISSUE AGE AND ATTAINED AGE

The Insured's issue age is shown on the Policy Data Page. The Insured's attained age is the issue age plus the number of years since the Policy Date.

MONTHLY DUE DATE

The monthly due date occurs the same day each month as the Policy Date.

ELECTIONS, DESIGNATIONS, CHANGES AND REQUESTS

All elections, designations, changes and requests must be in a written form satisfactory to us and will become effective only upon our approval.

PROCEEDS

Proceeds means the amount payable on the death of the Insured or on surrender of this policy.

NON-PARTICIPATING POLICY

This policy does not participate in our earnings or surplus. No dividends are payable.

OWNERSHIP AND BENEFICIARY PROVISIONS**OWNER**

The Owner of this policy is the Insured unless stated otherwise in the application. Unless endorsed otherwise, all ownership rights under this policy vest in the Owner during the Insured's lifetime. If the Owner is not the Insured, and dies before the Insured, all rights of ownership vest in the Owner's estate unless provided otherwise in the application or by endorsement.

BENEFICIARY

The beneficiary is as named in the application unless later changed as provided in this policy. If two or more persons are named, they will share equally unless otherwise stated. We may rely on an affidavit to determine the identity, ages, or existence of any beneficiaries. Any payment we make in reliance on the affidavit relieves our obligations under this policy to the extent of such payment.

CHANGE OF OWNER OR BENEFICIARY

During the Insured's lifetime, you may change ownership or beneficiary designations unless the beneficiary is designated as irrevocable. We must receive all changes in writing at our Home Office. No change takes effect unless recorded by us at our Home Office. Upon being recorded by us, any change takes effect on the date the request was signed. All changes are subject to any payment we make before we receive the change.

DEATH OF BENEFICIARY

The interest of any beneficiary who dies, or whose existence terminates before the Insured's death, will pass to any surviving beneficiaries according to their respective interests. If no beneficiary survives the Insured, we will pay the proceeds in one sum to you, if living, otherwise to your estate unless provided otherwise in the application or by endorsement.

PREMIUM PAYMENT AND REINSTATEMENT PROVISIONS

PAYMENT OF PREMIUMS

Premiums after the first premium are payable to our Home Office. Upon request, we will furnish a receipt signed by an authorized officer.

PREMIUMS

INITIAL PREMIUM--The premium paid before the policy will be in force.

PLANNED PREMIUM--The premium shown on the Policy Data Page. Planned premiums may be paid until the Insured's attained age 121.

ADDITIONAL PREMIUM--You may make additional premium payments at any time before the Insured's attained age 121. We reserve the right to limit the number and amount of additional premium payments. We may also require satisfactory evidence of the Insured's continued insurability.

AMOUNT AND FREQUENCY

You have chosen the amount and frequency of the Planned Premium at issue. This serves only as an indication of your preference as to the future frequency and amount of payment. Payment of the Planned Premium may or may not maintain this policy until the Insured's death. We reserve the right to limit changes to the amount or frequency of the Planned Premium when the changes could cause an increase in the Face Amount.

PREMIUM LIMITS

We may limit the amount of premium paid so that this policy may continue to qualify as a life insurance policy under any applicable law or regulation. To continue this qualification, we may refuse to accept any additional premium payments or return any premium paid which is in excess of this limit.

GRACE PERIOD

We allow a 60 day grace period, if on any monthly due date, the net cash value is not sufficient to cover the current monthly deduction. During this grace period you may pay a premium so that the net cash value is sufficient to cover the current monthly deduction. If the Insured dies during the grace period, we will deduct the amount of any unpaid monthly deductions from the proceeds. This policy continues in force during the grace period unless surrendered.

LAPSE

If you do not pay sufficient premium within the grace period, all coverage under this policy, including additional benefits or riders, terminates without value. We will mail a notice of any premium due at least 30 days before the end of the grace period to your last known address, and the last known address of any assignee of record.

We guarantee that the policy will not end under the grace period and lapse provisions during the Minimum Premium Period specified on the Policy Data Page if you meet the minimum premium test for that Minimum Premium Period. The minimum premium test is satisfied if the sum of the premiums paid to date, less any withdrawals and policy loans, equals or exceeds the applicable Minimum Monthly Premium specified on the Policy Data Page times the number of monthly due dates from the Policy Date to such date. This minimum premium test must be satisfied on each monthly due date. If at any monthly due date the minimum premium test is not satisfied, the guarantee for the Minimum Premium Period will no longer be effective. After the Minimum Premium Period, continued payment of the Minimum Monthly Premium may or may not be sufficient to maintain this policy until the Insured's death.

A requested change in benefits provided by this policy may necessitate a re-determination of the applicable Minimum Monthly Premium as determined by us.

REINSTATEMENT

If this policy terminates as described in the Lapse provision, you may reinstate it within five years after the end of the grace period. The requirements for reinstatement are:

- a) submit an application for reinstatement;
- b) submit evidence of the Insured's insurability satisfactory to us;
- c) pay a premium sufficient to keep this policy in force for at least two months following the effective date of reinstatement; and
- d) pay any loan interest from the effective date of reinstatement to the policy anniversary.

We will not reinstate this policy if surrendered for its net cash value. If we reinstate, the coverage will become effective on the monthly due date on or immediately preceding the date of approval.

Any policy loan which existed at the time of lapse will be reinstated if it is not paid. The Account Value, policy loan and surrender charges on the effective date of reinstatement will be those that were in effect on the date this policy terminated.

The Incontestability provision will apply from the effective date of reinstatement. If this policy has been in force for two years during the Insured's lifetime, it will be contestable only as to statements made in the reinstatement application.

DEATH BENEFIT PROVISIONS

DEATH BENEFIT

The death benefit depends on the Death Benefit Option in effect on the date of the Insured's death. The Death Benefit Option on the Policy Date is shown on the Policy Data Page.

After the Insured's attained age 121, if the policy is not in the grace period, the death benefit will be equal to the death benefit in effect at attained age 121 plus the amount of any term riders on the life of the policy Insured, if any, but not less than the Account Value multiplied by the Percentage of Account Value shown in the Table of Minimum Death Benefits on the Policy Data Page.

DEATH BENEFIT OPTIONS

OPTION 1. The death benefit is calculated as of the date of the death of the Insured and is the greater of:

- a) the Face Amount; or
- b) the minimum death benefit described below.

OPTION 2. The death benefit is calculated as of the date of the death of the Insured and is the greater of:

- a) the Face Amount plus the Account Value; or
- b) the minimum death benefit described below.

DEATH BENEFIT COMPLIANCE TEST

Death Benefit Compliance Tests are used to determine if a policy will qualify as life insurance under applicable tax laws. There are two compliance tests which may be used: a) the Guideline Premium Test; and b) the Cash Value Accumulation Test. The test which you selected when this policy was issued is shown on the Policy Data Page. You cannot change your election of the Death Benefit Compliance Test after the Policy Date.

MINIMUM DEATH BENEFIT

At any time, the minimum death benefit is equal to a percentage of the Account Value. The applicable percentage is based on the attained age of the Insured and is shown in the Table of Minimum Death Benefits on the Policy Data Page.

DEATH PROCEEDS

Proceeds payable on the death of the Insured equal the death benefit less any policy loan.

We will pay the proceeds to the beneficiary in a single sum:

- a) if this policy is in force on the date of the Insured's death;
- b) upon our receipt of due proof of the Insured's death; and
- c) subject to the provisions, terms and conditions of this policy.

We will pay proceeds on the death of any person insured by any rider as provided in the rider.

INTEREST ON DEATH PROCEEDS

We will pay interest on death proceeds as required by the law of the state in which the application was signed. Interest, if any, will be paid in a single lump sum for the period from the date of death to the earliest of:

- a) the date of payment; or
- b) the date of any agreement issued under the Payment Options Provisions of this policy; or
- c) one year from the date of death, unless otherwise required by law.

The rate of interest will be the amount required by law.

POLICY CHANGE PROVISIONS

CHANGE IN FACE AMOUNT

After the first policy year and before the Insured's attained age 121, you may change the Face Amount by sending a written request to our Home Office, subject to the following conditions:

a) **Face Amount decreases**

Upon our approval, the decrease becomes effective on the monthly due date on or immediately preceding the date of our approval of your request.

We will apply decreases in the following order:

- 1) against the Face Amount provided by the most recent increase; then
- 2) against the next most recent increases successively; then
- 3) against the Face Amount At Issue.

The Face Amount remaining in force after any requested decrease may not be less than the Minimum Face Amount shown on the Policy Data Page. Your surrender charges, Minimum Monthly Premium and monthly per \$1,000 of Face Amount charges do not reduce when decreasing the Face Amount. We reserve the right to refuse any requested decrease which would cause this policy not to qualify as a life insurance policy.

We may limit the number of decreases to not more than one in any 12-month period.

b) Face Amount increases

A request for an increase in the Face Amount will be subject to the following requirements:

- 1) submit a supplemental application;
- 2) submit evidence of the Insured's insurability satisfactory to us; and
- 3) submit a minimum monthly premium applicable to the increase.

Increases in the Face Amount are subject to our normal underwriting rules, issue amounts, and age limits. Upon our approval, a request becomes effective on the monthly due date on or immediately preceding the date of our approval of your request. Your surrender charges, Minimum Monthly Premium and monthly per \$1,000 of Face Amount charges will increase when increasing the Face Amount.

We will send you a Table of Surrender Charges applicable to the requested increase.

We may limit the number of increases to not more than one in any 12-month period.

CHANGE IN DEATH BENEFIT OPTION

After the first policy year and before the Insured's attained age 121, you may change from Death Benefit Option 1 to Death Benefit Option 2. We require evidence satisfactory to us of the Insured's continued insurability. The new Face Amount will be the death benefit less the Account Value on the effective date of the change. You may not change the Death Benefit Option if it results in a Face Amount below the Minimum Face Amount shown on the Policy Data Page.

After the first policy year and before the Insured's attained age 121, you may change from Death Benefit Option 2 to Death Benefit Option 1. The new Face Amount will be the death benefit on the effective date of the change.

Upon our approval, changes in the Death Benefit Option are effective on the monthly due date on or immediately preceding the date of our approval of your request. You may not change the Death Benefit Option more than once in any 12-month period.

NONFORFEITURE PROVISIONS

ACCOUNT VALUE

The Account Value of this policy on the Policy Date is the initial Net Premium minus the monthly deduction.

We calculate the Account Value on a monthly due date as:

- a) the Account Value on the preceding monthly due date; plus
- b) one month's interest on a); plus
- c) any net premiums received since the preceding monthly due date plus interest on those net premiums paid to the monthly due date; minus
- d) any withdrawals made since the preceding monthly due date plus interest on those withdrawals paid to the monthly due date; minus
- e) the monthly deduction for the current monthly due date.

The Account Value at any time other than at the beginning of a policy month will be calculated in a consistent manner.

MONTHLY DEDUCTION

We calculate monthly deductions for a policy month as:

- a) the monthly cost of insurance; plus
- b) the monthly cost of additional benefits provided by rider; plus
- c) the monthly per \$1,000 of Face Amount charge; plus
- d) the monthly policy charge for this policy period.

The monthly policy charge will never be more than the Maximum Monthly Policy Charge shown on the Policy Data Page.

The monthly per \$1,000 of Face Amount charge will never be more than the maximum monthly per \$1,000 of Face Amount charge. The maximum monthly per \$1,000 of Face Amount charge is equal to the Maximum Monthly Per \$1,000 of Face Amount Rate shown on the Policy Data Page (for the appropriate Insured Face Amount) multiplied by the Face Amount divided by \$1,000. The Insured Face Amount is equal to the sum of the base policy Face Amount and the face amount of the Insured Term Rider, if any.

There are no monthly deductions after the Insured's attained age 121.

MONTHLY COST OF INSURANCE

We calculate monthly cost of insurance for this policy as $A \times ((B-C)/1000)$ where:

A is the cost of insurance rate as described in the Cost of Insurance Rates provision.

B is the death benefit on the monthly due date divided by the Interest Factor shown on the Policy Data Page.

C is the Account Value on the monthly due date before deduction of the monthly cost of insurance.

If Death Benefit Option 1 is in effect and there have been increases in the Face Amount, the Account Value is first considered a part of the Face Amount At Issue. If the Account Value exceeds the Face Amount At Issue, it is considered a part of additional specified amounts resulting from increases in the order of the increases.

COST OF INSURANCE RATES

We base cost of insurance rates on the Insured's Sex, Issue Age, policy duration, Rate Class, and the current combined Face Amount of the base policy plus any Insured Term Rider. For the Face Amount At Issue, the Rate Class on the Policy Date will apply. For each increase in the Face Amount, the Rate Class applicable to the increase will apply. When the death benefit is equal to the minimum death benefit, the Rate Class for the most recent increase will apply to that portion of the death benefit equal to the excess of the death benefit over the Face Amount.

We can change the rates from time to time. We will determine the monthly cost of insurance rates charged according to our expectations of future mortality, interest, persistency and expenses. Any change in the cost of insurance rates will apply uniformly to all members of the same sex, issue age, policy duration, and rate class and will never be greater than those shown in the Table of Monthly Guaranteed Maximum Cost of Insurance Rates shown on the Policy Data Page.

INTEREST RATES

The Guaranteed Interest Rate is shown on the Policy Data Page. We may apply interest rates in excess of the Guaranteed Interest Rate in the calculation of the Account Value at an increased rate and in a manner we determine.

CASH VALUE

The cash value equals the Account Value less the surrender charge.

SURRENDER CHARGE

The Table of Surrender Charges is shown on the Policy Data Page.

If we approve a requested increase in the Face Amount, we will send you a Table of Surrender Charges applicable to the requested increase. Your surrender charges do not reduce when decreasing the Face Amount.

NET CASH VALUE

The net cash value of this policy equals the cash value of this policy less any outstanding policy loan(s).

SURRENDER

You may surrender this policy while this policy is in force and the Insured is living. On surrender, the proceeds will be the net cash value. You must send written notice of surrender to our Home Office. If you surrender this policy within 30 days after a policy anniversary, the net cash value will not be less than the net cash value on that anniversary, less any policy loans or withdrawals made and withdrawal charges deducted on or after the anniversary. A surrender terminates this policy.

We may delay payment, except to pay premiums on other policies with us, for up to six months after we receive the surrender request.

WITHDRAWALS

After the first policy year you may make withdrawals from this policy, while the Insured is living. You must make your request to us in writing. We may limit the number of withdrawals to not more than two in any 12-month period.

The amount of the withdrawal will equal the amount paid to you plus any applicable withdrawal charge. Each policy year, you are eligible for a penalty free withdrawal. A penalty free withdrawal is a withdrawal made without incurring a surrender charge, however, the withdrawal fee will still apply. The penalty free withdrawal amount per policy year is equal to 20% of the cash value as of the date of the withdrawal less any prior penalty free withdrawals taken in that policy year. If less than 20% is withdrawn in any policy year, the remaining amount does not roll over to future policy years.

The amount of a withdrawal may not be more than the net cash value less a premium sufficient to keep this policy in force to the end of the current policy year.

When you make a withdrawal, we reduce the Account Value by the amount paid to you plus any applicable withdrawal charge. If Death Benefit Option 1 is in effect, the Face Amount will be reduced by the amount of the withdrawal. We apply the reduction in the Face Amount in the following order:

- a) against the Face Amount At Issue; then
- b) against coverage provided by the next earliest increase; then
- c) against coverage provided by the most recent increase.

We will not allow a withdrawal if it results in a Face Amount less than the Minimum Face Amount shown on the Policy Data Page.

We may delay payment, except to pay premiums on policies with us, for up to six months after the withdrawal request.

WITHDRAWAL CHARGE

The amount of withdrawal will equal the amount paid to you plus any applicable withdrawal charge.

The withdrawal charge is equal to:

- a) the surrender charge on the date of withdrawal; multiplied by
- b) the amount withdrawn from the Account Value that is greater than the penalty free withdrawal amount; divided by
- c) the net cash value on the date of withdrawal less 20% of the cash value as of the date of withdrawal less any prior penalty free withdrawals taken in that policy year; plus
- d) a withdrawal fee up to \$25.00.

TERMINATION OF INSURANCE

This policy terminates when any one of the following occurs:

- a) we receive your written request for surrender;
- b) the Insured dies; or
- c) the grace period ends.

BASIS OF COMPUTATIONS

Minimum cash values are based on the guaranteed mortality table and Guaranteed Interest Rate shown on the Policy Data Page.

The non-forfeiture values for this policy are never less than the minimums required on the Policy Date by the state in which the application is signed. A detailed statement of the method of computing values has been filed with the insurance supervisory official of the state in which the application was signed.

LOAN PROVISIONS

POLICY LOAN

At any time while this policy is in force you may request a policy loan. Your policy and its values are automatically assigned to us as security for a policy loan. We may postpone making a policy loan, except for loans to pay premiums on policies with us, for up to six months after receiving the loan request.

The maximum amount available for a policy loan is:

- a) the net cash value as of the date of the policy loan; less
- b) loan interest to the next policy anniversary; less
- c) a premium sufficient to keep this policy in force to the end of the current policy year.

If the policy loan exceeds the cash value, this policy will terminate. Termination will occur 31 days after we send notice to your last known address and that of any assignee.

LOAN INTEREST

Loan interest is payable in advance at the time of the new loan and on each policy anniversary through the next policy anniversary and accrues daily. Interest not paid when due will be added to the policy loan. The interest rate is the Loan Interest Rate per annum shown on the Policy Data Page payable in advance.

We may credit interest on the outstanding balance of any policy loans at a different rate than the rate credited on the non-loaned Account Value balance. The rate credited will not be less than the Guaranteed Interest Rate shown on the Policy Data Page.

REPAYMENT

You may repay any loan in whole or in part at any time while this policy is in force and the Insured is living.

You may not make partial repayment of any loan in an amount less than \$10.00 except with our consent.

PAYMENT OPTIONS PROVISIONS

ELECTION OF OPTIONS

In lieu of payment of a single sum, you may elect to have any proceeds payable under this policy paid in whole or in part under one of the payment options provided below. These options shall be available whether the proceeds are payable from a death claim or from surrender of this policy. If no option is elected by you during the Insured's lifetime, the beneficiary may do so. Election must be made before payment of the proceeds of this policy has been made.

GENERAL CONDITIONS

Election of any payment option is subject to the following conditions:

- a) Election or revocation will become effective only when a properly written request has been recorded at our Administrative Office. Any election may be revoked during the lifetime of the Insured and before the proceeds of this policy are payable.
- b) Any change of beneficiary subsequent to the election of an option will automatically revoke the election.
- c) If this policy is assigned, or if the payee is a corporation, association, partnership, or trustee, the options will be available only with our consent.
- d) A settlement agreement attached to this policy will be effective only when countersigned by us.

DESCRIPTION OF PAYMENT OPTIONS

Subject to the stated conditions, all or part of the policy proceeds may be applied under one of the following options:

- **Interest income.** Proceeds may be left on deposit at interest with us until death of the payee or for a fixed number of years not in excess of 30. The interest may be left with us to accumulate or be paid periodically. Interest will be computed at the current rate we set but not less than 2%.
- **Life income.** Periodic payments will be made during the lifetime of the payee. A guaranteed payment period can be selected. Payments will not be less than shown in the Payment Option Table that follows. In the event of the death of the payee during the guaranteed payment period, payments will be continued to a beneficiary named by the payee for the remainder of the guaranteed payment period. With our approval, proceeds may be applied under any other payment option in use by us at the time of settlement.
- **Other Options.** Additional payment options are available upon request including joint and 50% survivor life income. You may contact us for the rates and terms of any additional payment options.

REQUIREMENTS FOR PAYMENTS

The minimum proceeds that may be applied under any payment option is \$5,000. Proceeds less than this amount will be paid in one lump sum to the payee. Interest payments or periodic payments may be made annually, semi-annually, quarterly or monthly as long as each payment is at least \$25.00. If the payments become less than \$25.00, we will have the right to decrease the frequency with which the payments are made. All periodic payments are computed on the basis of payments being due at the beginning of each installment period. The size of periodic payments under life income are based on the sex and age nearest birthday at the time payments begin, of the person or persons on whose life payments are based. Payment will be subject to satisfactory proof of age and sex.

SUPPLEMENTARY CONTRACT

When settlement is made, we will issue a supplementary contract upon surrender of this policy.

PAYMENT OPTION TABLE

Minimum monthly periodic payments for each \$1,000 of proceeds

MALE	LIFE	10 YEAR CERTAIN & LIFE	FEMALE	LIFE	10 YEAR CERTAIN & LIFE
50	3.45	3.43	50	3.22	3.21
51	3.52	3.49	51	3.28	3.26
52	3.59	3.56	52	3.34	3.32
53	3.67	3.63	53	3.40	3.39
54	3.75	3.71	54	3.47	3.45
55	3.83	3.79	55	3.54	3.52
56	3.92	3.87	56	3.62	3.59
57	4.01	3.96	57	3.70	3.67
58	4.11	4.05	58	3.78	3.75
59	4.21	4.15	59	3.87	3.83
60	4.33	4.25	60	3.97	3.92
61	4.45	4.36	61	4.07	4.02
62	4.57	4.47	62	4.17	4.12
63	4.71	4.59	63	4.29	4.22
64	4.86	4.72	64	4.41	4.34
65	5.01	4.85	65	4.54	4.45
66	5.18	4.99	66	4.68	4.58
67	5.36	5.13	67	4.83	4.71
68	5.55	5.28	68	4.99	4.85
69	5.75	5.43	69	5.16	5.00
70	5.96	5.59	70	5.35	5.15
71	6.19	5.76	71	5.55	5.32
72	6.44	5.93	72	5.76	5.49
73	6.70	6.10	73	6.00	5.67
74	6.98	6.28	74	6.25	5.85
75	7.28	6.46	75	6.52	6.05
76	7.60	6.64	76	6.82	6.25
77	7.95	6.82	77	7.14	6.45
78	8.31	7.01	78	7.49	6.65
79	8.71	7.19	79	7.87	6.86
80	9.13	7.36	80	8.28	7.07
81	9.58	7.53	81	8.72	7.27
82	10.06	7.70	82	9.20	7.47
83	10.58	7.86	83	9.72	7.66
84	11.13	8.01	84	10.29	7.84
85	11.71	8.15	85	10.90	8.01
86	12.34	8.29	86	11.56	8.16
87	13.01	8.41	87	12.26	8.31
88	13.71	8.52	88	13.01	8.43
89	14.47	8.62	89	13.81	8.55
90	15.26	8.71	90	14.65	8.65
91	16.11	8.80	91	15.52	8.74
92	17.00	8.87	92	16.44	8.82
93	17.96	8.93	93	17.39	8.90
94	18.97	8.99	94	18.38	8.96
95	20.06	9.04	95	19.42	9.01

This table is based on the Annuity 2000 Mortality Table at 2.0% interest, compounded annually.
 Guaranteed payments for ages not shown in the table are available upon request.

**FLEXIBLE PREMIUM ADJUSTABLE
LIFE INSURANCE**
Proceeds payable upon death of the Insured.
Flexible premiums payable until the Insured's Age 121.
Adjustable death benefit.
Non-participating.

POLICY DATA PAGE (continued)

POLICY NUMBER: [AVIVA1]
 INSURED: [JOHN DOE]

[TABLE OF MINIMUM DEATH BENEFITS

POLICY YEAR	ATTAINED AGE OF INSURED	PERCENTAGE OF ACCOUNT VALUE	POLICY YEAR	ATTAINED AGE OF INSURED	PERCENTAGE OF ACCOUNT VALUE
1	[35	489.02%	34	68	171.94%
2	36	472.17%	35	69	167.70%
3	37	455.91%	36	70	163.62%
4	38	440.21%	37	71	159.72%
5	39	425.10%	38	72	155.97%
6	40	410.54%	39	73	152.43%
7	41	396.50%	40	74	149.07%
8	42	383.00%	41	75	145.88%
9	43	370.04%	42	76	142.83%
10	44	357.60%	43	77	139.92%
11	45	345.67%	44	78	137.17%
12	46	334.24%	45	79	134.56%
13	47	323.26%	46	80	132.13%
14	48	312.73%	47	81	129.84%
15	49	302.54%	48	82	127.71%
16	50	292.69%	49	83	125.71%
17	51	283.19%	50	84	123.84%
18	52	274.06%	51	85	122.08%
19	53	265.30%	52	86	120.44%
20	54	256.89%	53	87	118.92%
21	55	248.86%	54	88	117.52%
22	56	241.21%	55	89	116.23%
23	57	233.91%	56	90	115.04%
24	58	226.93%	57	91	113.93%
25	59	220.22%	58	92	112.85%
26	60	213.77%	59	93	111.78%
27	61	207.60%	60	94	110.70%
28	62	201.71%	61	95	109.55%
29	63	196.11%	62	96	108.27%
30	64	190.80%	63	97	106.71%
31	65	185.75%	64	98	104.71%
32	66	180.94%	65	99	102.00%
33	67	176.35%	66	100 and older	102.00%]

PAYMENT OPTION TABLE

Minimum monthly periodic payments for each \$1,000 of proceeds

AGE	LIFE	10 YEAR CERTAIN & LIFE
50	3.34	3.32
51	3.40	3.38
52	3.47	3.44
53	3.53	3.51
54	3.61	3.58
55	3.69	3.66
56	3.77	3.73
57	3.85	3.82
58	3.95	3.90
59	4.04	3.99
60	4.15	4.09
61	4.26	4.19
62	4.37	4.30
63	4.50	4.41
64	4.63	4.53
65	4.78	4.65
66	4.93	4.78
67	5.09	4.92
68	5.26	5.07
69	5.45	5.22
70	5.65	5.38
71	5.87	5.54
72	6.10	5.71
73	6.34	5.89
74	6.61	6.07
75	6.90	6.26
76	7.21	6.45
77	7.54	6.64
78	7.90	6.83
79	8.28	7.03
80	8.70	7.22
81	9.14	7.41
82	9.63	7.59
83	10.15	7.76
84	10.70	7.93
85	11.30	8.08
86	11.94	8.23
87	12.63	8.36
88	13.36	8.48
89	14.14	8.59
90	14.95	8.68
91	15.81	8.77
92	16.72	8.85
93	17.67	8.92
94	18.68	8.97
95	19.74	9.03

This table is based on the Annuity 2000 Mortality Table at 2.0% interest, compounded annually, assuming 50% of the payees are male and 50% of the payees are female.

Guaranteed payments for ages not shown in the table are available upon request.

SERFF Tracking Number: NDPL-125772539 *State:* Arkansas
Filing Company: Aviva Life and Annuity Company *State Tracking Number:* 40081
Company Tracking Number: 2UAA09
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: Patriot Solution II
Project Name/Number: Patriot Solution II /2UAA09

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: NDPL-125772539 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 40081
Company Tracking Number: 2UAA09
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Patriot Solution II
Project Name/Number: Patriot Solution II /2UAA09

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 08/12/2008

Comments:

documents attached.

Attachments:

ARreg19_Aviva.pdf
ARreg49_ALAC.pdf
AR RDCRT - Aviva.pdf
AR1703.pdf
AR1705.PDF

Review Status:

Satisfied -Name: Application 08/12/2008

Comments:

Application Form 14530 2/07, approved by your department effective 8/28/2006, will be used to apply for this product.

Review Status:

Satisfied -Name: Explanation of Variability 08/22/2008

Comments:

Attached is the Explanation of Variability.

Attachment:

ALAC EXPLAN OF VARIABLES 2UAA09.pdf

Review Status:

Satisfied -Name: Readability Certification 08/22/2008

Comments:

Attached is the Readability Certification.

Attachment:

Readcrt-ALAC.pdf

Review Status:

Satisfied -Name: Guaranteed COI's 08/25/2008

SERFF Tracking Number: NDPL-125772539 *State:* Arkansas
Filing Company: Aviva Life and Annuity Company *State Tracking Number:* 40081
Company Tracking Number: 2UAA09
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: Patriot Solution II
Project Name/Number: Patriot Solution II /2UAA09

Comments:

Attached are guaranteed cost of insurance rates for base policy

Attachment:

Base Guaranteed COI's.pdf

SERFF Tracking Number: NDPL-125772539 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 40081
Company Tracking Number: 2UAA09
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Patriot Solution II
Project Name/Number: Patriot Solution II /2UAA09

Review Status:

Satisfied -Name: Tracked Changes for 2001 CSO

08/25/2008

Comments:

Attached is a red-lined version of changes made to the previously-approved Form 2UAB05 to convert it to the 2001 CSO Table. No other changes have been made to the previously approved form. The document attached reflect the standard pages of the poilcy -- any required state differences are included in Form 2UAA09 which is attached under the Forms Schedule tab.

Attachment:

Tracked Changes for 2001 CSO.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



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

08/18/2008

Date

Form Numbers

Form 2UAA09 – Flexible Premium Adjustable Life Insurance

Regulation 19

**Arkansas Certification
Regulation 49**

We have reviewed Regulation 49 against the issue procedures of the Company and certify that we are in compliance with the requirements of Regulation 49.

Aviva Life and Annuity Company



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

08/18/2008

Date

Form Numbers

Form 2UAA09 – Flexible Premium Adjustable Life Insurance

AR

ARKANSAS READABILITY CERTIFICATION

This is to certify that the following forms have achieved a Flesch Reading Ease Score of as indicated below and comply with the requirements of Arkansas Statute Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

**FORM NUMBER
AND NAME**

FLESCH SCORE

Form 2UAA09 – Flexible Premium Adjustable Life Insurance

50.1

Aviva Life and Annuity Company



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

August 18, 2008
Date

RD/CRT/AR



AVIVA

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

APPENDIX A

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capital
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



AVIVA

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

TO: Aviva Life Policyowner

FROM: Aviva Life and Annuity Company

Bulletin number 6-87, Act 197 of 1987 from the Arkansas Department of Insurance requires effective January 1, 1988 that we provide you with information on our Company, our Agent servicing your policy and on the Arkansas Department of Insurance. Listed below are the names and addresses in the event you would like to contact one of us for more information on your policy.

Aviva Life and Annuity Company
611 5th Avenue
Des Moines, IA 50309

Telephone: 1-800-800-9882

Agent Name: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Agent Address: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XX
XX
Agent Telephone: XXXXXXXXXXXXXXX

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904

Telephone: 1-800-852-5494

FORM 2UAA09 - Explanation of Bracketed Items:

Death Benefit Compliance Test - The death benefit compliance test the policy is issued under and is chosen by the owner at issue. The election cannot be changed after issue. Will be shown as either "Guideline Premium Test" or "Cash Value Accumulation Test".

Death Benefit Option - Will be shown as either "Option 1" or "Option 2".

Minimum Monthly Premium - During the Minimum Premium Period, if this contractually stated premium times the number of policy months from the Policy Date to date is less than or equal to the sum of the premiums paid to date, less any withdrawals and policy loans, then the Insurer guarantees that the policy will not end under the grace and lapse provisions. This premium is not changed by the Insurer once the contract is issued unless the policy owner initiates an adjustment to the policy, at which point the premium can be changed. Any change to the premium resulting from an owner-initiated adjustment will be communicated with the adjustment and cannot be changed again by the insurer unless the policy owner initiates another change. Future contracts may have a larger or smaller premium that differs from in force contracts. **Range is from \$5.00 to unlimited, due to unlimited face amount limits.**

Minimum Premium Period - The period of time during which the Minimum Monthly Premium must be paid to satisfy the minimum premium test. Currently, the minimum premium periods vary by issue age as follows: ages 0-35 = 20 years; ages 36-55 = 15 years; ages 56-75 = 10 years; ages 76 and over = 5 years. The minimum premium period will not change on an in force contract. It may differ between new and in force contracts. **Range is from 2 years to 45 years.**

Non-transferable paragraphs - will only print for cases issued on a qualified basis.

Minimum Face Amount - The smallest possible Face Amount allowed following a requested decrease or a withdrawal. It will not change on an in force contract. It may differ between new and in force contracts. **Range is from \$25,000 to \$250,000.**

Interest Factor - Discount factor applied to the death benefit in the monthly cost of insurance calculation. It is equal to one month's interest at the Guaranteed Interest Rate plus 1. It will not change on an in force contract. It may differ between new and in force contracts.

Maximum Monthly Policy Charge - The maximum value for that portion of the monthly deduction associated with per policy expense loading. It will not change on an in force contract. It may differ between new and in force contracts. **Range is from \$0.00 to \$50.00.**

Net Premium - The portion of the paid premium that is added to the Account Value when received. **Range is from 80% to 100%.**

Maximum Monthly Per \$1,000 of Face Amount Rate - The maximum rate per \$1,000 of face amount for that portion of the monthly deduction associated with face amount expense loading. It will not decrease with respect to face amount decreases on an in force contract. It will increase with respect to face amount increases on an in force contract. It may differ between new and in force contracts. **Range is from \$0.00 to \$85.00.**

Table of Surrender Charges - The source of the surrender charges which, when subtracted from the Account Value, produce the cash value of the policy. The tabular rates are per \$1,000 of Face Amount. They will not decrease with respect to face amount decreases on an in force contract. They will increase with respect to face amount increases on an in force contract. They may differ between new and in force contracts. **Range is from \$0.00 to unlimited, due to unlimited face amount limits.**

Table of Monthly Guaranteed Maximum Cost of Insurance Rates - The highest guaranteed rates that the Insurer will apply to calculate the monthly cost of insurance. These rates are obtained directly from the 2001 CSO Male and Female, Nonsmoker and Smoker Tables. They will not differ between new and in force contracts of the same issue age and underwriting class. **Range is from 0.00 to 83.33333.**

Table of Minimum Death Benefits - The minimum death benefit percentages required under either the guideline premium test or the cash value accumulation test. The appropriate factors will print depending on which death benefit compliance test is chosen. If the guideline premium test is chosen, the percentages will be set as shown on the Data Page. If the cash value accumulation test is chosen, the percentages will vary by male/female, smoker/non-smoker and substandard rating. They will not differ between new and in force contracts of the same issue age, sex and underwriting class. **Range is from 1.00 to 25.00.**

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.

<u>FORM NUMBER AND NAME</u>	<u>FLESCH SCORE</u>
Form 2UAA09 - Flexible Premium Adjustable Life Insurance	50.1

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 July 31, 2008

By 
Chris Guttin, ASA
Vice President-Product Operations

Attained Age	Male					Female				
	Non-Tobacco			Tobacco		Non-Tobacco			Tobacco	
	Premier	Preferred	Standard	Preferred	Standard	Premier	Preferred	Standard	Preferred	Standard
0	0.00000	0.00000	0.97051	0.00000	0.97051	0.00000	0.00000	0.48012	0.00000	0.48012
1	0.00000	0.00000	0.56017	0.00000	0.56017	0.00000	0.00000	0.35007	0.00000	0.35007
2	0.00000	0.00000	0.39008	0.00000	0.39008	0.00000	0.00000	0.26004	0.00000	0.26004
3	0.00000	0.00000	0.27004	0.00000	0.27004	0.00000	0.00000	0.20002	0.00000	0.20002
4	0.00000	0.00000	0.21002	0.00000	0.21002	0.00000	0.00000	0.19002	0.00000	0.19002
5	0.00000	0.00000	0.21002	0.00000	0.21002	0.00000	0.00000	0.18002	0.00000	0.18002
6	0.00000	0.00000	0.22003	0.00000	0.22003	0.00000	0.00000	0.18002	0.00000	0.18002
7	0.00000	0.00000	0.22003	0.00000	0.22003	0.00000	0.00000	0.21002	0.00000	0.21002
8	0.00000	0.00000	0.22003	0.00000	0.22003	0.00000	0.00000	0.21002	0.00000	0.21002
9	0.00000	0.00000	0.23003	0.00000	0.23003	0.00000	0.00000	0.21002	0.00000	0.21002
10	0.00000	0.00000	0.23003	0.00000	0.23003	0.00000	0.00000	0.22003	0.00000	0.22003
11	0.00000	0.00000	0.27004	0.00000	0.27004	0.00000	0.00000	0.23003	0.00000	0.23003
12	0.00000	0.00000	0.33006	0.00000	0.33006	0.00000	0.00000	0.27004	0.00000	0.27004
13	0.00000	0.00000	0.39008	0.00000	0.39008	0.00000	0.00000	0.30005	0.00000	0.30005
14	0.00000	0.00000	0.47012	0.00000	0.47012	0.00000	0.00000	0.33006	0.00000	0.33006
15	0.00000	0.00000	0.61020	0.00000	0.61020	0.00000	0.00000	0.35007	0.00000	0.35007
16	0.00000	0.00000	0.74030	0.00000	0.79034	0.00000	0.00000	0.39008	0.00000	0.41009
17	0.00000	0.00000	0.85039	0.00000	0.97051	0.00000	0.00000	0.41009	0.00000	0.46011
18	0.92046	0.92046	0.92046	1.11067	1.11067	0.42010	0.42010	0.42010	0.50014	0.50014
19	0.94048	0.94048	0.94048	1.21079	1.21079	0.45011	0.45011	0.45011	0.54016	0.54016
20	0.95049	0.95049	0.95049	1.27087	1.27087	0.45011	0.45011	0.45011	0.58018	0.58018
21	0.95049	0.95049	0.95049	1.33096	1.33096	0.46011	0.46011	0.46011	0.61020	0.61020
22	0.95049	0.95049	0.95049	1.40106	1.40106	0.48012	0.48012	0.48012	0.65023	0.65023
23	0.96050	0.96050	0.96050	1.46116	1.46116	0.48012	0.48012	0.48012	0.67024	0.67024
24	0.97051	0.97051	0.97051	1.54129	1.54129	0.50014	0.50014	0.50014	0.72028	0.72028
25	0.98052	0.98052	0.98052	1.63144	1.63144	0.50014	0.50014	0.50014	0.77032	0.77032
26	1.02056	1.02056	1.02056	1.71159	1.71159	0.53015	0.53015	0.53015	0.81036	0.81036
27	1.07062	1.07062	1.07062	1.81178	1.81178	0.57018	0.57018	0.57018	0.87041	0.87041
28	1.05060	1.05060	1.05060	1.82180	1.82180	0.58018	0.58018	0.58018	0.92046	0.92046
29	1.03058	1.03058	1.03058	1.81178	1.81178	0.62021	0.62021	0.62021	0.99053	0.99053
30	1.02056	1.02056	1.02056	1.80176	1.80176	0.64022	0.64022	0.64022	1.03058	1.03058
31	1.01055	1.01055	1.01055	1.80176	1.80176	0.68025	0.68025	0.68025	1.12068	1.12068
32	1.01055	1.01055	1.01055	1.82180	1.82180	0.72028	0.72028	0.72028	1.19077	1.19077
33	1.04059	1.04059	1.04059	1.87190	1.87190	0.76031	0.76031	0.76031	1.28089	1.28089
34	1.06061	1.06061	1.06061	1.94204	1.94204	0.82036	0.82036	0.82036	1.39105	1.39105
35	1.09064	1.09064	1.09064	2.00217	2.00217	0.89043	0.89043	0.89043	1.53127	1.53127
36	1.15072	1.15072	1.15072	2.11242	2.11242	0.95049	0.95049	0.95049	1.65148	1.65148
37	1.20078	1.20078	1.20078	2.23270	2.23270	1.03058	1.03058	1.03058	1.79174	1.79174
38	1.29090	1.29090	1.29090	2.40313	2.40313	1.07062	1.07062	1.07062	1.88192	1.88192
39	1.37102	1.37102	1.37102	2.57358	2.57358	1.13069	1.13069	1.13069	2.00217	2.00217
40	1.46116	1.46116	1.46116	2.77416	2.77416	1.20078	1.20078	1.20078	2.12244	2.12244
41	1.58135	1.58135	1.58135	3.03498	3.03498	1.27087	1.27087	1.27087	2.26277	2.26277
42	1.73162	1.73162	1.73162	3.33602	3.33602	1.35099	1.35099	1.35099	2.43320	2.43320

Attained Age	Male					Female				
	Non-Tobacco			Tobacco		Non-Tobacco			Tobacco	
	Premier	Preferred	Standard	Preferred	Standard	Premier	Preferred	Standard	Preferred	Standard
43	1.90196	1.90196	1.90196	3.69739	3.69739	1.45114	1.45114	1.45114	2.63375	2.63375
44	2.10239	2.10239	2.10239	4.12922	4.12922	1.57134	1.57134	1.57134	2.86444	2.86444
45	2.33295	2.33295	2.33295	4.58135	4.58135	1.71159	1.71159	1.71159	3.13532	3.13532
46	2.55353	2.55353	2.55353	5.00353	5.00353	1.87190	1.87190	1.87190	3.43639	3.43639
47	2.79422	2.79422	2.79422	5.47621	5.47621	2.07232	2.07232	2.07232	3.81788	3.81788
48	2.93466	2.93466	2.93466	5.73779	5.73779	2.29285	2.29285	2.29285	4.28995	4.28995
49	3.09518	3.09518	3.09518	6.03971	6.03971	2.53347	2.53347	2.53347	4.82257	4.82257
50	3.32598	3.32598	3.32598	6.47264	6.47264	2.81429	2.81429	2.81429	5.40580	5.40580
51	3.59700	3.59700	3.59700	6.98637	5.03000	3.12528	3.12528	3.12528	6.03971	6.03971
52	3.96852	3.96852	3.96852	7.69195	7.69195	3.47654	3.47654	3.47654	6.73450	6.73450
53	4.37033	4.37033	4.37033	8.48890	8.48890	3.85805	3.85805	3.85805	7.47014	7.47014
54	4.88289	4.88289	4.88289	9.48859	9.48859	4.25981	4.25981	4.25981	8.27699	8.27699
55	5.51645	5.51645	5.51645	10.62085	10.62085	4.69190	4.69190	4.69190	9.12494	9.12494
56	6.16051	6.16051	6.16051	11.77476	11.77476	5.19459	5.19459	5.19459	10.03433	10.03433
57	6.85539	6.85539	6.85539	13.00110	13.00110	5.71767	5.71767	5.71767	11.00533	11.00533
58	7.44998	7.44998	7.44998	13.96507	13.96507	6.28132	6.28132	6.28132	11.94695	11.94695
59	8.13574	8.13574	8.13574	15.08250	15.08250	6.84531	6.84531	6.84531	12.99095	12.99095
60	8.96337	8.96337	8.96337	16.43539	16.43539	7.42981	7.42981	7.42981	14.07675	14.07675
61	9.97367	9.97367	9.97367	18.11653	18.11653	8.06512	8.06512	8.06512	15.20448	15.20448
62	11.20775	11.20775	11.20775	20.14818	20.14818	8.76144	8.76144	8.76144	16.47610	16.47610
63	12.59551	12.59551	12.59551	22.40967	22.40967	9.47849	9.47849	9.47849	17.74948	17.74948
64	14.05644	14.05644	14.05644	24.72806	24.72806	10.25676	10.25676	10.25676	19.09607	19.09607
65	15.60104	15.60104	15.60104	27.02138	27.02138	11.11665	11.11665	11.11665	20.56731	20.56731
66	17.16860	17.16860	17.16860	29.23783	29.23783	12.06852	12.06852	12.06852	22.13308	22.13308
67	18.75923	18.75923	18.75923	31.39752	31.39752	13.11266	13.11266	13.11266	23.89646	23.89646
68	20.47529	20.47529	20.47529	33.67634	33.67634	14.27984	14.27984	14.27984	25.83801	25.83801
69	22.25600	22.25600	22.25600	35.93999	35.93999	15.56036	15.56036	15.56036	27.94855	27.94855
70	24.41997	24.41997	24.41997	38.68872	38.68872	16.97506	16.97506	16.97506	30.31188	30.31188
71	26.84635	26.84635	26.84635	41.70714	41.70714	18.60617	18.60617	18.60617	33.01283	33.01283
72	30.04325	30.04325	30.04325	45.82760	45.82760	20.43439	20.43439	20.43439	36.00237	36.00237
73	33.42747	33.42747	33.42747	49.98759	49.98759	22.41991	22.41991	22.41991	39.23110	39.23110
74	37.00103	37.00103	37.00103	54.20874	54.20874	24.60481	24.60481	24.60481	42.78528	42.78528
75	40.92287	40.92287	40.92287	59.14184	59.14184	27.03168	27.03168	27.03168	46.37418	46.37418
76	45.21834	45.21834	45.21834	64.42288	64.42288	29.70241	29.70241	29.70241	50.30430	50.30430
77	50.23039	50.23039	50.23039	70.56475	70.56475	32.65018	32.65018	32.65018	54.54811	54.54811
78	56.11933	56.11933	56.11933	77.71494	77.71494	35.91920	35.91920	35.91920	59.14184	59.14184
79	62.96599	62.96599	62.96599	85.91848	85.91848	39.46067	39.46067	39.46067	64.13346	64.13346
80	70.48921	70.48921	70.48921	94.75979	94.75979	43.43487	43.43487	43.43487	69.54008	69.54008
81	79.12982	79.12982	79.12982	104.76015	104.76015	48.85886	48.85886	48.85886	77.20393	77.20393
82	88.21443	88.21443	88.21443	114.95964	114.95964	55.01495	55.01495	55.01495	85.60035	85.60035
83	98.11096	98.11096	98.11096	125.77572	125.77572	61.19082	61.19082	61.19082	93.85195	93.85195
84	109.19322	109.19322	109.19322	137.68089	137.68089	68.06438	68.06438	68.06438	102.80286	102.80286
85	121.73063	121.73063	121.73063	151.88067	151.88067	75.86795	75.86795	75.86795	111.90836	111.90836

Read Your Policy Carefully

The Table of Contents provides only a brief outline of some of the important features of your policy. The policy sets forth, in detail, the rights and obligations of both you and the Company.

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Additional benefits or restrictions, if any, follow the last page of this policy.

In this policy, "we", "our", "us" and "Company" mean [Aviva Life and Annuity Company](#) ~~AmerUs Life Insurance Company~~. "You" and "your" mean the Owner of this policy.

POLICY DATA PAGE (continued)

POLICY NUMBER: [Aviva 1 AMERUS 4]
 INSURED: [JOHN DOE]

**TABLE OF MONTHLY GUARANTEED MAXIMUM COST OF INSURANCE RATES
 RATES PER THOUSAND**

	POLICY YEAR	RATE	POLICY YEAR	RATE
[1	0.14096	34	2.41241
	2	0.14764	35	2.66044
	3	0.15683	36	2.94130
	4	0.16685	37	3.31274
	5	0.17854	38	3.63093
	6	0.19107	39	4.05839
	7	0.20611	40	4.54126
	8	0.22115	41	5.06274
	9	0.23870	42	5.62182
	10	0.25626	43	6.21387
	11	0.27717	44	6.83324
	12	0.29975	45	7.49616
	13	0.32401	46	8.22966
	14	0.34996	47	9.05445
	15	0.37927	48	9.99708
	16	0.41026	49	11.07332
	17	0.44713	50	12.26712
	18	0.48989	51	13.55591
	19	0.53771	52	14.91787
	20	0.59311	53	16.34412
	21	0.65444	54	17.80841
	22	0.72255	55	19.33267
	23	0.79493	56	20.94168
	24	0.87327	57	22.67794
	25	0.96182	58	24.57677
	26	1.06061	59	26.76407
	27	1.17052	60	29.63735
	28	1.29585	61	33.93112
	29	1.43921	62	41.27938
	30	1.60155	63	56.03986
	31	1.78129	64	83.33333
	32	1.97513	65	83.33333
	33	2.18574	66 and thereafter	0.00000]

The rates shown above are based upon this policy's Issue Age, Rate Class, Sex, and Face Amount At Issue as stated on the Policy Data Page. Any extra rating is reflected in the Table of Monthly Guaranteed Maximum Cost of Insurance Rates.

Guaranteed Mortality Table: Commissioner's 1980 2001 Standard Ordinary Male or Female, Nonsmoker or Smoker Mortality Table, age nearest birthday.

POLICY DATA PAGE (continued)

POLICY NUMBER: [Aviva 1]
INSURED: [JOHN DOE]

TABLE OF MONTHLY GUARANTEED MAXIMUM COST OF INSURANCE RATES
RATES PER THOUSAND

<u>POLICY</u>	<u>POLICY</u>
<u>YEAR</u>	<u>YEAR</u>
<u>RATE</u>	<u>RATE</u>
[67	40.53000
68	43.11769
69	45.96629
70	49.11196
71	52.54885
72	56.37067
73	60.64050
74	65.43820
75	70.86240
76	77.04002
77	83.33333
78	83.33333
79	83.33333
80	83.33333
81	83.33333
82	83.33333
83	83.33333
84	83.33333
85	83.33333
86	83.33333
87 and thereafter	0.00000]

The rates shown above are based upon this policy's Issue Age, Rate Class, Sex, and Face Amount At Issue as stated on the Policy Data Page. Any extra rating is reflected in the Table of Monthly Guaranteed Maximum Cost of Insurance Rates.

Guaranteed Mortality Table: Commissioner's 2001 Standard Ordinary Male or Female, Nonsmoker or Smoker Mortality Table, age nearest birthday.

PREMIUM PAYMENT AND REINSTATEMENT PROVISIONS

PAYMENT OF PREMIUMS

Premiums after the first premium are payable to our Home Office. Upon request, we will furnish a receipt signed by an authorized officer.

PREMIUMS

INITIAL PREMIUM -- The premium paid before the policy will be in force.

PLANNED PREMIUM -- The premium shown on the Policy Data Page. Planned premiums may be paid until the Insured's attained age ~~121+00~~.

ADDITIONAL PREMIUM -- You may make additional premium payments at any time before the Insured's attained age ~~121+00~~. We reserve the right to limit the number and amount of additional premium payments. We may also require satisfactory evidence of the Insured's continued insurability.

AMOUNT AND FREQUENCY

You have chosen the amount and frequency of the Planned Premium at issue. This serves only as an indication of your preference as to the future frequency and amount of payment. Payment of the Planned Premium may or may not maintain this policy until the Insured's death. We reserve the right to limit changes to the amount or frequency of the Planned Premium when the changes could cause an increase in the Face Amount.

PREMIUM LIMITS

We may limit the amount of premium paid so that this policy may continue to qualify as a life insurance policy under any applicable law or regulation. To continue this qualification, we may refuse to accept any additional premium payments or return any premium paid which is in excess of this limit.

GRACE PERIOD

We allow a 60 day grace period, if on any monthly due date, the net cash value is not sufficient to cover the current monthly deduction. During this grace period you may pay a premium so that the net cash value is sufficient to cover the current monthly deduction. If the Insured dies during the grace period, we will deduct the amount of any unpaid monthly deductions from the proceeds. This policy continues in force during the grace period unless surrendered.

LAPSE

If you do not pay sufficient premium within the grace period, all coverage under this policy, including additional benefits or riders, terminates without value. We will mail a notice of any premium due at least 30 days before the end of the grace period to your last known address, and the last known address of any assignee of record.

We guarantee that the policy will not end under the grace period and lapse provisions during the Minimum Premium Period specified on the Policy Data Page if you meet the minimum premium test for that Minimum Premium Period. The minimum premium test is satisfied if the sum of the premiums paid to date, less any withdrawals and policy loans, equals or exceeds the applicable Minimum Monthly Premium specified on the Policy Data Page times the number of monthly due dates from the Policy Date to such date. This minimum premium test must be satisfied on each monthly due date. If at any monthly due date the minimum premium test is not satisfied, the guarantee for the Minimum Premium Period will no longer be effective. After the Minimum Premium Period, continued payment of the Minimum Monthly Premium may or may not be sufficient to maintain this policy until the Insured's death.

A requested change in benefits provided by this policy may necessitate a re-determination of the applicable Minimum Monthly Premium as determined by us.

REINSTATEMENT

If this policy terminates as described in the Lapse provision, you may reinstate it within five years after the end of the grace period. The requirements for reinstatement are:

- a) submit an application for reinstatement;
- b) submit evidence of the Insured's insurability satisfactory to us;
- c) pay a premium sufficient to keep this policy in force for at least two months following the effective date of reinstatement; and
- d) pay any loan interest from the effective date of reinstatement to the policy anniversary.

We will not reinstate this policy if surrendered for its net cash value. If we reinstate, the coverage will become effective on the monthly due date on or immediately preceding the date of approval.

Any policy loan which existed at the time of lapse will be reinstated if it is not paid. The Account Value, policy loan and surrender charges on the effective date of reinstatement will be those that were in effect on the date this policy terminated.

The Incontestability provision will apply from the effective date of reinstatement. If this policy has been in force for two years during the Insured's lifetime, it will be contestable only as to statements made in the reinstatement application.

DEATH BENEFIT PROVISIONS

DEATH BENEFIT

The death benefit depends on the Death Benefit Option in effect on the date of the Insured's death. The Death Benefit Option on the Policy Date is shown on the Policy Data Page.

After the Insured's attained age 121, if the policy is not in the grace period, the death benefit will be equal to the death benefit in effect at attained age 121 plus the amount of any term riders on the life of the policy Insured, if any, but not less than the Account Value multiplied by the Percentage of Account Value shown in the Table of Minimum Death Benefits on the Policy Data Page.

DEATH BENEFIT OPTIONS

OPTION 1. The death benefit is calculated as of the date of the death of the Insured and is the greater of:

- a) the Face Amount; or
- b) the minimum death benefit described below.

OPTION 2. The death benefit is calculated as of the date of the death of the Insured and is the greater of:

- a) the Face Amount plus the Account Value; or
- b) the minimum death benefit described below.

~~After attained age 100, the death benefit is the net cash value multiplied by the applicable Percentage of Account Value shown in the Table of Minimum Death Benefits on the Policy Data Page.~~

DEATH BENEFIT COMPLIANCE TEST

Death Benefit Compliance Tests are used to determine if a policy will qualify as life insurance under applicable tax laws. There are two compliance tests which may be used: a) the Guideline Premium Test; and b) the Cash Value Accumulation Test. The test which you selected when this policy was issued is shown on the Policy Data Page. You cannot change your election of the Death Benefit Compliance Test after the Policy Date.

MINIMUM DEATH BENEFIT

At any time, the minimum death benefit is equal to a percentage of the Account Value. The applicable percentage is based on the attained age of the Insured and is shown in the Table of Minimum Death Benefits on the Policy Data Page.

DEATH PROCEEDS

Proceeds payable on the death of the Insured equal the death benefit less any policy loan.

We will pay the proceeds to the beneficiary in a single sum:

- a) if this policy is in force on the date of the Insured's death;
- b) upon our receipt of due proof of the Insured's death; and
- c) subject to the provisions, terms and conditions of this policy.

We will pay proceeds on the death of any person insured by any rider as provided in the rider.

INTEREST ON DEATH PROCEEDS

We will pay interest on death proceeds as required by the law of the state in which the application was signed. Interest, if any, will be paid in a single lump sum for the period from the date of death to the earliest of:

- a) the date of payment; or
- b) the date of any agreement issued under the Payment Options Provisions of this policy; or
- c) one year from the date of death, unless otherwise required by law.

The rate of interest will be the amount required by law.

POLICY CHANGE PROVISIONS

CHANGE IN FACE AMOUNT

After the first policy year and before the Insured's attained age ~~121,400~~, you may change the Face Amount by sending a written request to our Home Office, subject to the following conditions:

a) **Face Amount decreases**

Upon our approval, the decrease becomes effective on the monthly due date on or immediately preceding the date of our approval of your request.

We will apply decreases in the following order:

- 1) against the Face Amount provided by the most recent increase; then
- 2) against the next most recent increases successively; then
- 3) against the Face Amount At Issue.

The Face Amount remaining in force after any requested decrease may not be less than the Minimum Face Amount shown on the Policy Data Page. Your surrender charges, Minimum Monthly Premium and monthly per \$1,000 of Face Amount charges do not reduce when decreasing the Face Amount. We reserve the right to refuse any requested decrease which would cause this policy not to qualify as a life insurance policy.

We may limit the number of decreases to not more than one in any 12-month period.

b) **Face Amount increases**

A request for an increase in the Face Amount will be subject to the following requirements:

- 1) submit a supplemental application;
- 2) submit evidence of the Insured's insurability satisfactory to us; and
- 3) submit a minimum monthly premium applicable to the increase.

Increases in the Face Amount are subject to our normal underwriting rules, issue amounts, and age limits. Upon our approval, a request becomes effective on the monthly due date on or immediately preceding the date of our approval of your request. Your surrender charges, Minimum Monthly Premium and monthly per \$1,000 of Face Amount charges will increase when increasing the Face Amount.

We will send you a Table of Surrender Charges applicable to the requested increase.

We may limit the number of increases to not more than one in any 12-month period.

CHANGE IN DEATH BENEFIT OPTION

After the first policy year and before the Insured's attained age ~~121,400~~, you may change from Death Benefit Option 1 to Death Benefit Option 2. We require evidence satisfactory to us of the Insured's continued insurability. The new Face Amount will be the death benefit less the Account Value on the effective date of the change. You may not change the Death Benefit Option if it results in a Face Amount below the Minimum Face Amount shown on the Policy Data Page.

After the first policy year and before the Insured's attained age ~~121,400~~, you may change from Death Benefit Option 2 to Death Benefit Option 1. The new Face Amount will be the death benefit on the effective date of the change.

Upon our approval, changes in the Death Benefit Option are effective on the monthly due date on or immediately preceding the date of our approval of your request. You may not change the Death Benefit Option more than once in any 12-month period.

NONFORFEITURE PROVISIONS

ACCOUNT VALUE

The Account Value of this policy on the Policy Date is the initial Net Premium minus the monthly deduction.

We calculate the Account Value on a monthly due date as:

- a) the Account Value on the preceding monthly due date; plus
- b) one month's interest on a); plus
- c) any net premiums received since the preceding monthly due date plus interest on those net premiums paid to the monthly due date; minus
- d) any withdrawals made since the preceding monthly due date plus interest on those withdrawals paid to the monthly due date; minus
- e) the monthly deduction for the current monthly due date.

The Account Value at any time other than at the beginning of a policy month will be calculated in a consistent manner.

MONTHLY DEDUCTION

We calculate monthly deductions for a policy month as:

- a) the monthly cost of insurance; plus
- b) the monthly cost of additional benefits provided by rider; plus
- c) the monthly per \$1,000 of Face Amount charge; plus
- d) the monthly policy charge for this policy period.

The monthly policy charge will never be more than the Maximum Monthly Policy Charge shown on the Policy Data Page.

The monthly per \$1,000 of Face Amount charge will never be more than the maximum monthly per \$1,000 of Face Amount charge. The maximum monthly per \$1,000 of Face Amount charge is equal to the Maximum Monthly Per \$1,000 of Face Amount Rate shown on the Policy Data Page (for the appropriate Insured Face Amount) multiplied by the Face Amount divided by \$1,000. The Insured Face Amount is equal to the sum of the base policy Face Amount and the face amount of the Insured Term Rider, if any.

There are no monthly deductions after the Insured's attained age 121.400.

MONTHLY COST OF INSURANCE

We calculate monthly cost of insurance for this policy as $A \times ((B-C)/1000)$ where:

A is the cost of insurance rate as described in the Cost of Insurance Rates provision.

B is the death benefit on the monthly due date divided by the Interest Factor shown on the Policy Data Page.

C is the Account Value on the monthly due date before deduction of the monthly cost of insurance.

If Death Benefit Option 1 is in effect and there have been increases in the Face Amount, the Account Value is first considered a part of the Face Amount At Issue. If the Account Value exceeds the Face Amount At Issue, it is considered a part of additional specified amounts resulting from increases in the order of the increases.

COST OF INSURANCE RATES

We base cost of insurance rates on the Insured's Sex, Issue Age, policy duration, Rate Class, and the current combined Face Amount of the base policy plus any Insured Term Rider. For the Face Amount At Issue, the Rate Class on the Policy Date will apply. For each increase in the Face Amount, the Rate Class applicable to the increase will apply. When the death benefit is equal to the minimum death benefit, the Rate Class for the most recent increase will apply to that portion of the death benefit equal to the excess of the death benefit over the Face Amount.

We can change the rates from time to time. We will determine the monthly cost of insurance rates charged according to our expectations of future mortality, interest, persistency and expenses. Any change in the cost of insurance rates will apply uniformly to all members of the same sex, issue age, policy duration, and rate class and will never be greater than those shown in the Table of Monthly Guaranteed Maximum Cost of Insurance Rates shown on the Policy Data Page.

INTEREST RATES

The Guaranteed Interest Rate is shown on the Policy Data Page. We may apply interest rates in excess of the Guaranteed Interest Rate in the calculation of the Account Value at an increased rate and in a manner we determine.

CASH VALUE

The cash value equals the Account Value less the surrender charge.

SURRENDER CHARGE

The Table of Surrender Charges is shown on the Policy Data Page.

If we approve a requested increase in the Face Amount, we will send you a Table of Surrender Charges applicable to the requested increase. Your surrender charges do not reduce when decreasing the Face Amount.

**FLEXIBLE PREMIUM ADJUSTABLE
LIFE INSURANCE**
Proceeds payable upon death of the Insured.
Flexible premiums payable until the Insured's Age ~~121~~100.
Adjustable death benefit.
Non-participating.