

<i>SERFF Tracking Number:</i>	<i>AMER-126433837</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>44413</i>
<i>Company Tracking Number:</i>	<i>BAA12 (09/09)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>BAA12 (09/09)</i>		
<i>Project Name/Number:</i>	<i>BAA12 (09/09)/BAA12 (09/09)</i>		

## Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: BAA12 (09/09)

TOI: A071 Individual Annuities - Special

Sub-TOI: A071.001 Equity Indexed

Filing Type: Form

SERFF Tr Num: AMER-126433837 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 44413

Co Tr Num: BAA12 (09/09)

State Status: Approved-Closed

Author:

Reviewer(s): Linda Bird

Date Submitted: 12/29/2009

Disposition Date: 01/05/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: 02/01/2009

Implementation Date:

State Filing Description:

## General Information

Project Name: BAA12 (09/09)

Project Number: BAA12 (09/09)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 01/05/2010

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 12/17/2009

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 01/05/2010

Created By: Jessica Johnson-Lopez

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Jessica Johnson-Lopez

Filing Description:

RE: Aviva Life and Annuity Company

Contract Form: Single Premium Indexed Deferred Annuity, BAA12 (09/09)

Rider: Premium Bonus Rider with Enhanced Death Benefit, BDBR12 (09/09)

The following Riders and Endorsement were previously filed on 12/29/2009:

Strategy Rider to an Indexed Deferred Annuity Contract, BAABAS (09/09)

Fixed Strategy Rider to an Indexed Deferred Annuity Contract, BAAFIXED (09/09)

Enhanced Death Benefit Rider, DBR (09/09)

Income Rider, BAAIR (09/09)

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Product Name: BAA12 (09/09)  
Project Name/Number: BAA12 (09/09)/BAA12 (09/09)  
Market Value Adjustment Endorsement, BAAMVA (09/09)

Application: 80500 6/08 FW, approved 06/25/2008

NAIC #: 61689

The above-referenced filing has been attached in readability form for the Department's review and approval. Application form 80500 6/08 FW, previously filed with the Department and approved on 06/25/2008 will be used with this Contract form. The Contract form BAA12 (09/09) has achieved a Flesch Reading Ease Test Score of 55.61. The Iowa Insurance Department approved the annuity Contracts, Riders and Endorsements on 12/17/2009. The corresponding actuarial memorandums have also been attached for your review.

Currently, contract form BAA12 (09/09) may be issued to owners age 0-76.

This Single Premium Indexed Deferred Annuity is unique in that the premium is allocated to one of the Strategy Options available under the Balanced Allocation Strategy Rider based on the owner's selection. These Strategy Options credit interest based on a blend of both declared (fixed) rate and index-linked earnings. Currently, the one index used to determine the index-linked portion of the total Interest Earnings for each Strategy Option is the S&P 500 Index. The Company does not anticipate issuing the Fixed Strategy Rider with new Contract issues at this time. The Fixed Strategy Rider credits daily interest based on fixed interest rates.

Please note that on pages 1, 2, 3 and the front and back cover pages of the contract form, we have bracketed certain Contract information that we consider variable. We have also indicated, through the use of brackets, the information in the Balanced Allocation Strategy Rider to an Indexed Deferred Annuity Contract, the Fixed Strategy Rider to an Indexed Deferred Annuity Contract, the Enhanced Death Benefit Rider, the Premium Bonus Rider with Enhanced Death Benefit, and the Income Rider that we consider variable. Variable information is considered information that is unique to the specific Contract or Rider issued and information that can be changed for all new issues of the Contract without re-filing. In this regard, the Company reserves the right to offer the contract forms with either the Balanced Allocation Strategy Rider or the Fixed Strategy Rider, exclusively, and for the Balanced Allocation Strategy Rider, any combination of Strategy Options thereunder. At any given time, the blend of declared rate and index allocations for each Strategy Option, and the available indices for the index allocation associated with each Strategy Option, will be a function primarily of economic conditions and consumer needs. Although the Strategy Option Components shown on the Rider Data Page of the Balanced Allocation Strategy Rider will vary by Strategy Option, the variances:

- a) will be applied to the Contract in a non-discriminatory manner;
- b) will be described on the Rider Data Page for new Contract issues and/or sufficiently communicated to existing contractholders, if applicable; and,

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c) will, in all respects, comply with the applicable regulatory requirements of the state in which the Contract is issued.

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

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

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

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

## Company and Contact

### Filing Contact Information

Jessica Johnson, Product Compliance Specialists  
555 South Kansas Avenue  
Topeka, KS 66603  
jessicaj@avivausa.com  
800-255-2405 [Phone] 549 [Ext]  
785-295-4345 [FAX]

### Filing Company Information

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

SERFF Tracking Number: AMER-126433837 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 44413  
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Product Name: BAA12 (09/09)  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$50.00	12/29/2009	33149272

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/05/2010	01/05/2010

*SERFF Tracking Number:* AMER-126433837      *State:* Arkansas  
*Filing Company:* Aviva Life and Annuity Company      *State Tracking Number:* 44413  
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*Product Name:* BAA12 (09/09)  
*Project Name/Number:* BAA12 (09/09)/BAA12 (09/09)

## **Disposition**

Disposition Date: 01/05/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMER-126433837 State: Arkansas  
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Single Premium Indexed Deferred Annuity Contract		Yes
Form	Bonus Rider With Enhanced Death Benefit		Yes

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## Form Schedule

### Lead Form Number: BAA12 (09/09)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	BAA12 (09/09)	Policy/Cont Single Premium ract/Fratern Indexed Deferred al Annuity Contract Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55.610	BAA12_0909.pdf
	BDBR12 (09/09)	Policy/Cont Bonus Rider With ract/Fratern Enhanced Death al Benefit Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55.610	BDBR12_0909.pdf

# Single Premium Indexed Deferred Annuity Contract

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

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

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

**Please read Your Contract carefully. It includes the provisions both on the pages within and on any riders or endorsements which are attached. If You, as the Owner are not satisfied with Your Contract, You may return it to the Company or to the insurance producer from whom Your Contract was purchased within 20 days following its receipt and the Premium paid, less any Withdrawals, will be refunded and Your Contract will be cancelled.**

- Monthly income commencing on Annuity Date.
- Option to change type of Settlement Option payable.
- Non-Participating.
- Aviva Life and Annuity Company is a Stock Company.

  
Christopher J. Littlefield  
President and CEO

  
Michael H. Miller  
Secretary



**Administrative Office:**  
611 5th Avenue  
P.O. Box 10433  
Des Moines, IA 50306-0433  
(888) 266-8489

**Home Office:**  
611 5th Avenue  
Des Moines, IA 50309-1603  
(800) 800-9882

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**I. CONTRACT DATA PAGE**

<b>Contract Data</b>	
Contract Number	[Specimen]
Annuitant	[John Doe]
Annuitant's Age	[70]
Annuitant's Gender	[Male]
Contract Date	[01/10/2010]
Annuity Date	[01/10/2030]
Premium	[\$10,000.00]

<b>Withdrawal Charge Rate Schedule</b>	
Contract Year	Rate
1	[14.50%]
2	[14.00%]
3	[13.50%]
4	[13.00%]
5	[12.00%]
6	[11.00%]
7	[10.00%]
8	[9.00%]
9	[8.00%]
10	[7.00%]
11	[6.00%]
12	[4.00%]
<p><b>There are no Withdrawal Charges applicable after the twelfth Contract Year or to amounts withdrawn that are less than or equal to Your Contract's Free Withdrawal amount.</b></p>	

## Riders and Endorsements

Balanced Allocation Strategy Rider
Fixed Strategy Rider
Enhanced Death Benefit Rider
Premium Bonus Rider with Enhanced Death Benefit
Income Rider

Market Value Adjustment Endorsement

DATA ELEMENTS CAN BE FOUND IN THE STRATEGY RIDER ATTACHED TO YOUR CONTRACT. DATA ELEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, INITIAL AND MINIMUM INTEREST RATES, INITIAL INDEX PRICES, INITIAL AND MINIMUM ALLOCATION PERCENTAGES, INITIAL AND MINIMUM DECLARED RATES, AND INITIAL AND MAXIMUM RIDER CHARGES.

**For information, or to make a complaint regarding Your Contract, call: [1-888-266-8489].**

<b>TABLE OF GUARANTEED MINIMUM VALUES</b>
---

**Contract Number:** [Specimen]

**Premium:** [\$10,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$8,946.88]
2	[\$9,148.18]
3	[\$9,354.01]
4	[\$9,564.48]
5	[\$9,779.68]
6	[\$9,999.72]
7	[\$10,224.72]
8	[\$10,454.77]
9	[\$10,690.00]
10	[\$10,930.53]
11	[\$11,176.47]
12	[\$11,427.94]
13	[\$11,685.07]
14	[\$11,947.98]
15	[\$12,216.81]
16	[\$12,491.69]
17	[\$12,772.75]
18	[\$13,060.14]
19	[\$13,353.99]
20	[\$13,654.46]
Age 90	[\$13,654.46]

The values at left are calculated as defined in the Minimum Guaranteed Contract Value section of Your Contract and are the guaranteed minimum values available. These values assume no Withdrawals are taken.

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

## II. DEFINITIONS

- **Annuitant**

The Annuitant is the person named on the Contract Data Page. We will allow You to name two people on the application to serve as Joint Annuitants. Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. The Annuitant is the person whose life determines the annuity payments made under Your Contract. Joint Annuitants must be married to each other and the oldest Joint Annuitant's life will determine the annuity payments. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

- **Annuity Date**

The Annuity Date is the date shown on the Contract Data Page and is the Term End Date on or first following the later of the Annuitant's age 70 or the 20th Contract Anniversary, unless modified by any rider or endorsement. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. Annuity payments will begin on the Annuity Date and will be paid to the Annuitant.

- **Beneficiary**

The Beneficiary is the person(s) or entity named to receive the Death Benefit. No Beneficiary has any rights in Your Contract until the Annuitant dies.

- **Company, We, Us, Our**

Company, We, Us and Our shall refer to Aviva Life and Annuity Company.

- **Contract Date**

The Contract Date is the date Your Contract is issued and is shown on the Contract Data Page.

- **Contract Year, Contract Anniversary**

Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 10, 2010, the first Contract Year ends on January 9, 2011, and the first Contract Anniversary is January 10, 2011.

- **Notice, Notify, Notifying**

Notice, Notify and Notifying shall mean written requests and information that You sign and We receive and accept at Our Administrative Office address of [611 5th Avenue, P.O. Box 10433, Des Moines, IA 50306-0433].

- **Owner**

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if You provide Notice that ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner.

- **Proceeds**

Proceeds shall mean the amount payable from Your Contract when it is surrendered or the Death Benefit becomes payable, or the amount applied to a Settlement Option on the Annuity Date.

- **You, Your**

You and Your shall refer to the Owner.

### III. GENERAL PROVISIONS

- **Annuity Payments**

The first annuity payment will be made on the Annuity Date. In order to receive payments, an Annuitant must be living on the Annuity Date and on the date that each following payment is due, if applicable under the terms of the Annuity Settlement Option. The Settlement Options are described in the Settlement Options section of Your Contract. From time to time, We may require proof of the correct age and gender of an Annuitant before making annuity payments.

An election of a Settlement Option must be made in writing and is irrevocable after the annuity payments have started.

- **If there is one living Annuitant on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of Your Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an alternate Settlement Option has been selected before the Annuity Date.

- **If there are two living Annuitants on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of Your Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an alternate Settlement Option has been selected before the Annuity Date.

- **Assignment**

Your Contract may be assigned by Notifying Us unless otherwise restricted by endorsement. The assignment will take effect on the date the Notice was signed. However, the assignment is subject to any action taken by Us before receipt of the Notice. We have no liability under any assignment for Our actions or omissions done in good faith.

- **Beneficiary Change**

While the Annuitant is alive, You may change a Beneficiary by Notifying Us. You may name one or more contingent Beneficiaries. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. A change will take effect as of the date You signed the Notice. Any change is subject to payment or other action taken by Us before the Notice was received by Us.

- **Contract**

This Contract, including the Contract Data Page, the attached application, and any endorsements, riders or signed amendments, constitute the entire Contract. Our obligation under this Contract shall terminate upon the payment of all benefits required by this Contract. No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Conformity with Applicable Laws**

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

- **Incontestability**

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

- **Joint Annuitants**

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

- **Misstatement of Age or Gender**

If the age or gender of the Annuitant has been misstated, the amount We will pay will be that which the Premium paid would have purchased if the correct age and gender had been stated. Age will be calculated as the age at the last birthday of the Annuitant. Any underpayments made by Us will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by Us will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Ownership**

During the Annuitant's lifetime all rights described in Your Contract may be exercised by You subject to the rights of:

- a. Any assignee of record with Us; and
- b. Any irrevocably named Beneficiary.

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

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

For purposes of the Distribution on Death of Owner section, if the Owner of Your Contract is not a natural person (Example: a trust), the Annuitant shall be treated as the Owner of Your Contract.

- **Premium Taxes**

Your state may charge Us a Premium Tax for Your Contract. We may deduct the amount of such tax from Your Premium when Your Premium is received, or from the Accumulation Value of Your Contract upon:

1. Any Withdrawal from Your Contract; or
2. The full surrender of Your Contract; or
3. The election of a Settlement Option; or
4. The payment of a Death Benefit.

- **Statements**

We will furnish You annually, and at any time upon request, a Statement reflecting the total amount of Accumulation Value and Cash Surrender Value.

## IV. PREMIUM AND ACCUMULATION VALUE

- **Payment of Premium**

The Premium is the amount We receive for Your Contract, as shown on the Contract Data Page, and is due on the Contract Date. Premium may be delivered to Our Administrative Office or to one of Our insurance producers. We may limit the amount of Premium that We will accept for Your Contract and no Premium will be accepted after the Contract Date.

- **Strategy Rider**

Your Contract will be credited with Interest Earnings as described in the Strategy Rider attached to and made part of Your Contract. The Strategy Rider is shown on Your Contract Data Page. The Strategy Rider may contain multiple Strategy Options which We may change from time to time. The Strategy Options are described in the Strategy Rider.

- **Interest Earnings**

Interest Earnings for Your Contract will be calculated based on the provisions of the Strategy Rider and will be credited to the Accumulation Value.

- **Accumulation Value**

The Accumulation Value at any time will be equal to (A) plus (B) minus (C) where:

**A** is the Premium.

**B** is Interest Earnings that are credited.

**C** is Withdrawals, payments, charges or adjustments of any type that are deducted.

The Accumulation Value may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

- **Balanced Allocation Factor**

The Balanced Allocation Factor reflects any appreciation in the Strategy Rider which has not been credited to the Accumulation Value. The Balanced Allocation Factor for Your Contract shall be determined based on the provisions of the Strategy Rider.

- **Balanced Allocation Value**

The Balanced Allocation Value on any date equals the Accumulation Value times an amount equal to 1 plus the Balanced Allocation Factor for that date.

- **Term**

The Term shall be defined by the Strategy Rider.

- **Term End Date**

The Term End Date shall be defined by the Strategy Rider.

## V. CASH SURRENDER VALUE AND WITHDRAWALS

### • Cash Surrender Value

At or before the Annuity Date and before the death of the Annuitant, You may surrender Your Contract for the Cash Surrender Value.

The Cash Surrender Value is the greater of (A) or (B) where:

**A** is the Accumulation Value, adjusted for any applicable Withdrawal Charge and any applicable Market Value Adjustment.

**B** is the Minimum Guaranteed Contract Value.

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

Market Value Adjustments will be calculated in accordance with the provisions of the Market Value Adjustment Endorsement if attached to Your Contract.

### • Withdrawal Charge

A Withdrawal Charge will only apply to amounts withdrawn in excess of the Contract's Free Withdrawal amount. The Withdrawal Charge applied in any Contract Year to a Withdrawal that is greater than the Free Withdrawal amount will be equal to  $[(A - B) \times C]$  where:

**A** is the amount of the Withdrawal, not to be greater than the Accumulation Value.

**B** is the amount deducted from the Accumulation Value with respect to the Free Withdrawal amount available and remaining in the Contract Year.

**C** is the applicable Withdrawal Charge Rate shown on the Contract Data Page.

### • Minimum Guaranteed Contract Value

The Minimum Guaranteed Contract Value at any time will be equal to (A) plus (B) minus (C) where:

**A** is 87.5% of the Premium accumulated at the Minimum Guaranteed Contract Value Interest Rate.

**B** is any Excess Interest accumulated at the Minimum Guaranteed Contract Value Interest Rate.

**C** is any amounts paid to You as the result of any Withdrawals from Your Contract, accumulated at the Minimum Guaranteed Contract Value Interest Rate.

The Minimum Guaranteed Contract Value Interest Rate is shown on the Rider Data Page of the Strategy Rider.

### • Excess Interest

On each Term End Date that occurs on or after expiration of the Withdrawal Charge Rate Schedule, We will calculate Excess Interest as  $(A - B)$  where:

**A** is the sum of all Interest Earnings ever credited to the Accumulation Value.

**B** is the sum of all interest ever credited to the Minimum Guaranteed Contract Value, including any previous Excess Interest.

If the calculated result is positive, the Excess Interest amount will be credited to the Minimum Guaranteed Contract Value on the Term End Date.

- **Withdrawals; Free Withdrawals**

At or before the Annuity Date and before the death of the Annuitant, You may request a Withdrawal from Your Contract. The Withdrawal amount shall not be greater than the Cash Surrender Value.

A Free Withdrawal amount is provided each Contract Year. If the Amount of a Withdrawal in any Contract Year exceeds the Free Withdrawal amount for that Contract Year, such excess Withdrawal will be subject to the applicable Withdrawal Charge and any applicable Market Value Adjustment. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of Your Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to Your Contract.

There will be no Withdrawal Charges or Market Value Adjustments applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount available to You will be as follows:

1. During the first Contract Year, the Free Withdrawal amount will be equal to [5.00%] of the Accumulation Value as of the date of the first Withdrawal that Contract Year.
2. After the first Contract Year, the Free Withdrawal amount will be equal to 10.00% of the Accumulation Value as of the date of the first Withdrawal that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year. Any unused portion of the Free Withdrawal amount for a Contract Year cannot be carried over to the following Contract Year.

To take a Withdrawal from Your Contract, You must Notify Us. The minimum amount that You may request to be withdrawn from Your Contract at any time is \$500.

- **Required Minimum Distribution Withdrawals**

The following provisions shall apply only if Your Contract is a Qualified Contract.

Required Minimum Distributions for Your Contract will be calculated under Internal Revenue Code Sections 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, including the Minimum Distribution Withdrawal Factors shown on the following page or as amended by the IRS.

Any Required Minimum Distribution attributable to this Contract will not be subject to Withdrawal Charges or Market Value Adjustments. Any Required Minimum Distribution Withdrawal shall include and is not in addition to the Contract's Free Withdrawal amount.

- **Qualified Contract**

Qualified Contract shall mean any Contract subject to a plan providing special tax treatment under Internal Revenue Code Section 401, 403, 408, 408A, 457 or any other applicable provision of the Internal Revenue Code. Examples might include IRA, Roth IRA, SEP IRA, 401k, Keogh, HR-10 or other similar type of plan.

- **Minimum Distribution Withdrawal Factors**

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

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

- **Terminal Illness Waiver of Withdrawal Charges**

After the first Contract Year, You may request a payment equal to an amount of up to Your Contract's Cash Surrender Value or the Balanced Allocation Value, whichever is greater, if at the time of the request all of the following requirements are met:

1. The Annuitant or a Joint Annuitant is diagnosed with a Terminal Illness; and
2. The initial diagnosis occurs at least one year after the Contract Date; and
3. The payment request is accompanied by Proof of Terminal Illness.

Any payment made under this provision of Your Contract will not be subject to Withdrawal Charges or Market Value Adjustments.

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

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

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

Upon receipt of Proof of Terminal Illness, We may require a second opinion or an examination of the Annuitant or the Joint Annuitant by a medical examiner of Our choice. If the second opinion or examination is requested, the results of the second opinion or examination shall be the basis for approving or disapproving the payment request. We will pay the cost of any second opinion or examination We request.

- **Confinement Waiver of Withdrawal Charges**

After the first Contract Year, You may request a payment equal to an amount of up to Your Contract's Cash Surrender Value or the Balanced Allocation Value, whichever is greater, if at the time of the request all of the following requirements are met:

1. The Annuitant or a Joint Annuitant is confined to a Qualified Care Facility; and
2. Confinement continues for at least sixty (60) consecutive days; and
3. Confinement begins at least one year after the Contract Date; and
4. Confinement is recommended in writing by a Physician; and
5. We receive the payment request and the Physician's written recommendation no later than ninety (90) days following the date the confinement has ceased.

Any payment made under this provision of Your Contract will not be subject to Withdrawal Charges or Market Value Adjustments.

A Qualified Care Facility shall mean a Convalescent Care Facility, Hospice or Hospital as described below:

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

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

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

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

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

Physician means a practitioner of the healing arts, who is licensed by the state to treat the injury or sickness causing the confinement, is not an employee of the Qualified Care Facility where the Annuitant or Joint Annuitant is confined and is not a member of the Annuitant or Joint Annuitant's family.

## VI. DEATH PAYOUT PROVISIONS

### • Death Benefit

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Balanced Allocation Value, whichever is greater, calculated as of the date We receive proof of the Annuitant's death as required below. The Death Benefit will be paid in a lump sum unless the Beneficiary elects to have the Death Benefit paid under any of the Settlement Options provided for in Your Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest at a rate of interest no less than is required by law. The Death Benefit will earn such interest from the date We receive proof of death to the date of payment to the Beneficiary.

The Death Benefit will be paid upon surrender of Your Contract and receipt at Our Administrative Office of proof of the Annuitant's death in a form and manner satisfactory to Us, which shall include:

1. Proof of death of the Annuitant or Joint Annuitants while Your Contract was in effect; and
2. Our claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

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

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, We will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, We will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, We will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, We will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, We will pay the entire Death Benefit to such Beneficiary.
5. If You have not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.

6. If You have designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules.

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

- **Designated Beneficiary**

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

- **Death of Non-Owner Annuitant**

We will pay the Beneficiary the Death Benefit provided in Your Contract if the Annuitant who is not an Owner dies before the Annuity Date while Your Contract is in effect.

- **Distribution on Death of Owner**

- **Where Owner is not the Annuitant**

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

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

- **Where Owner is the Annuitant**

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

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

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

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

## VII. SETTLEMENT OPTIONS

- **Election of Option**

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

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

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

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

- **Settlement Options**

Your Contract will provide the following Settlement Options:

**Option 1 - Life Annuity**

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

**Option 2 - Life Annuity with Guaranteed Period**

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

**Option 3 - Installment Refund Life Annuity**

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

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

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

Annuity Settlement Option factors for Option 4 will be furnished upon request.

**Option 5 - Fixed Period Annuity**

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

The guaranteed monthly income rates in Your Contract are based on an interest rate of 1.50% and where mortality is involved, the Annuity 2000 Table developed by the Society of Actuaries projected for 20 years using 100% of Projection Scale G, with gender specific rates. If the same income rates are required for males and females, the guaranteed monthly income rates for Annuity Settlement Options that involve mortality assume that Annuitants are 60% female and 40% male. We may offer guaranteed monthly income rates that are more favorable than those contained in Your Contract.

<b>Males - Option One, Two, and Three Monthly Income Rates per \$1,000 of Proceeds</b>						
<b>Period Certain &amp; Life</b>						
<b>Age</b>	<b>Life</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>Install Refund</b>
<b>60</b>	3.85	3.84	3.81	3.73	3.61	3.48
<b>65</b>	4.46	4.44	4.35	4.20	3.96	3.88
<b>70</b>	5.29	5.23	5.04	4.72	4.30	4.39
<b>75</b>	6.41	6.28	5.86	5.25	4.56	5.03
<b>80</b>	7.98	7.65	6.78	5.70	4.73	5.86
<b>85+</b>	N/A	9.40	7.66	6.01	4.80	N/A

<b>Females - Option One, Two, and Three Monthly Income Rates per \$1,000 of Proceeds</b>						
<b>Period Certain &amp; Life</b>						
<b>Age</b>	<b>Life</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>Install Refund</b>
<b>60</b>	3.52	3.51	3.49	3.46	3.39	3.28
<b>65</b>	4.02	4.01	3.97	3.90	3.76	3.65
<b>70</b>	4.72	4.70	4.61	4.43	4.15	4.13
<b>75</b>	5.73	5.66	5.43	5.02	4.48	4.75
<b>80</b>	7.18	7.00	6.42	5.56	4.70	5.56
<b>85+</b>	N/A	8.81	7.43	5.95	4.79	N/A

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

**Period Certain & Life**

<b>Age</b>	<b>Life</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>	<b>Install Refund</b>
<b>60</b>	3.65	3.65	3.62	3.57	3.48	3.36
<b>65</b>	4.20	4.18	4.13	4.02	3.85	3.74
<b>70</b>	4.95	4.91	4.78	4.55	4.21	4.23
<b>75</b>	6.00	5.91	5.61	5.12	4.52	4.86
<b>80</b>	7.50	7.26	6.56	5.62	4.71	5.69
<b>85+</b>	N/A	9.05	7.53	5.98	4.80	N/A

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

<b>Number Years</b>	<b>Monthly Payment</b>
<b>5</b>	17.28
<b>10</b>	8.96
<b>15</b>	6.20
<b>20</b>	4.81
<b>25</b>	3.99
<b>30</b>	3.44

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- **Single Premium Indexed Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change type of Settlement Option payable. Non-Participating. Aviva Life and Annuity Company is a Stock Company.

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*Administrative Office:*

611 5th Avenue  
P.O. Box 10433  
Des Moines, IA 50306-0433  
(888) 266-8489

*Home Office:*

611 5th Avenue  
Des Moines, IA 50309-1603  
(800) 800-9882

<b>PREMIUM BONUS RIDER WITH ENHANCED DEATH BENEFIT</b>
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<b>RIDER DATA PAGE</b>
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<b>RIDER DATA ELEMENTS</b>	
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<b>Contract Number</b>	<b>[Specimen]</b>
<b>Effective Date</b>	<b>[01/10/2010]</b>
<b>Rider Charge</b>	<b>[1.10%]</b>
<b>Rider Charge Stop Date</b>	<b>[01/10/2025]</b>
<b>Premium Bonus Percentage</b>	<b>[8.00%]</b>
<b>Annual Dollar-for-Dollar Withdrawal Limit Percentage</b>	<b>[4.00%]</b>
<b>Enhanced Death Benefit Interest Rate</b>	<b>[4.00%]</b>

<b>Recapture Charge Rate Schedule</b>	
---------------------------------------	--

Contract Year	Rate
1	[7.40%]
2	[7.40%]
3	[7.40%]
4	[7.40%]
5	[7.40%]
6	[7.40%]
7	[7.40%]
8	[7.40%]
9	[7.40%]
10	[7.40%]
11	[7.40%]
12	[7.40%]

**There are no Recapture Charges applicable after the twelfth anniversary of the Effective Date or to amounts withdrawn that are less than or equal to Your Contract's Free Withdrawal amount.**

**ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.**

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## GENERAL RIDER PROVISIONS

- **The Rider**

This Premium Bonus Rider with Enhanced Death Benefit ("Rider") shall be attached to and made part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Rider and the provisions of Your Contract, the provisions of this Rider shall control. This Rider has been issued based on the applicant's affirmative election of the Rider.

This Rider adds a Premium Bonus to Your Contract's Accumulation Value on the Effective Date. It also guarantees that any Death Benefit payable under the Death Benefit provision of Your Contract will be no less than the Enhanced Death Benefit defined below.

There is a charge for this Rider.

- **Effective Date**

Coverage provided by this Rider shall be effective as of the Effective Date shown on the Rider Data Page.

- **Rider Charge**

The Rider Charge is an annual rate used in the calculation of Interest Earnings as described in the Strategy Rider attached to Your Contract. The Rider Charge is shown on the Rider Data Page and is guaranteed for the life of the Rider.

- **Rider Charge Stop Date**

The Rider Charge Stop Date shall be the date on which the Rider Charge will no longer apply. The Rider Charge Stop Date shall be the later of the Contract Anniversary following the Annuitant's (or, if applicable, the older Joint Annuitant's) age [85] or the [8th] anniversary of the Effective Date, unless the Rider is terminated earlier by the Beneficiary as provided for in the Rider Continuation section of this Rider.

- **Premium Bonus**

We will calculate a Premium Bonus on the Effective Date equal to the Premium paid for Your Contract multiplied by the Premium Bonus Percentage.

The Premium Bonus will be credited to the Contract's Accumulation Value on the Effective Date.

When calculating Excess Interest under the Contract, the Premium Bonus will not be included in the sum of all Interest Earnings ever credited to the Accumulation Value.

- **Premium Bonus Percentage**

The Premium Bonus Percentage is used in the calculation of the Premium Bonus and is shown on the Rider Data Page.

- **Enhanced Death Benefit**

On the Effective Date, the Enhanced Death Benefit shall be equal to the Premium paid for Your Contract, reduced by any applicable Premium Tax.

Between the Effective Date and the Rider Charge Stop Date, the Enhanced Death Benefit shall be equal to the Enhanced Death Benefit as of the Effective Date less any Dollar-for-Dollar Withdrawals and any Proportional Withdrawals, all accumulated at the Enhanced Death Benefit Interest Rate shown on the Rider Data Page.

Between the Rider Charge Stop Date and the date this Rider terminates, the Enhanced Death Benefit shall be equal to the Enhanced Death Benefit as of the Rider Charge Stop Date less any Dollar-for-Dollar Withdrawals and any Proportional Withdrawals after the Rider Charge Stop Date. This means the Enhanced Death Benefit will no longer accumulate interest after the Rider Charge Stop Date.

### • Accumulation Value

The formula used in Your Contract to calculate the Accumulation Value shall be amended to equal  $(A + B - C)$  where:

**A** is the Premium, plus any Premium Bonus calculated on the Effective Date.

**B** is Interest Earnings that are credited.

**C** is Withdrawals, payments, charges or adjustments of any type that are deducted.

### • Withdrawal Charge

The formula used in Your Contract to calculate the Withdrawal Charge shall be amended to equal  $[(A - B) \times (C + D)]$  where:

**A** is the amount of the Withdrawal, not to be greater than the Accumulation Value.

**B** is the amount deducted from the Accumulation Value with respect to the Free Withdrawal amount available and remaining in the Contract Year.

**C** is the applicable Withdrawal Charge Rate shown on the Contract Data Page.

**D** is the applicable Recapture Charge Rate shown on the Rider Data Page.

### • Dollar-for-Dollar Withdrawal

For purposes of this Rider only, a Dollar-for-Dollar Withdrawal shall be defined as all or any portion of a Withdrawal taken during a Contract Year that, when added to the total amount of all previous Withdrawals taken during that Contract Year, is less than or equal to the Annual Dollar-for-Dollar Withdrawal Limit. A Dollar-for-Dollar Withdrawal will reduce the Enhanced Death Benefit by the amount paid with respect to such Dollar-for-Dollar Withdrawal.

### • Proportional Withdrawal

For purposes of this Rider only, a Proportional Withdrawal shall be defined as all or any portion of a Withdrawal taken during a Contract Year that, when added to the total amount of all previous Withdrawals taken during that Contract Year, is greater than the Annual Dollar-for-Dollar Withdrawal Limit. Proportional Withdrawals will reduce the Enhanced Death Benefit on a proportional basis after all Dollar-for-Dollar Withdrawals have been deducted.

The reduction in the Enhanced Death Benefit for a Proportional Withdrawal on any day shall be an amount equal to the Enhanced Death Benefit multiplied by  $[1 - (A / B)]$  where:

**A** is the Accumulation Value after the Dollar-for-Dollar Withdrawal and the Proportional Withdrawal.

**B** is the Accumulation Value after the Dollar-for-Dollar Withdrawal but before the Proportional Withdrawal.

- **Annual Dollar-for-Dollar Withdrawal Limit**

We will calculate an Annual Dollar-for-Dollar Withdrawal Limit each Contract Year equal to the Accumulation Value on the day of the first Withdrawal that Contract Year multiplied by the Annual Dollar-for-Dollar Withdrawal Limit Percentage.

- **Annual Dollar-for-Dollar Withdrawal Limit Percentage**

The Annual Dollar-for-Dollar Withdrawal Limit Percentage is used in the calculation of the Annual Dollar-for-Dollar Withdrawal Limit and is shown on the Rider Data Page.

- **Impact on Death Benefit**

If a Death Benefit is determined under the Death Benefit provision of Your Contract, and it is less than the Enhanced Death Benefit on the date We receive at Our Administrative Office due proof of death of the Annuitant as required under the Death Benefit provision of Your Contract, then the Death Benefit will be increased to equal the Enhanced Death Benefit.

- **Annuity Date**

In the Annuity Date provision of Your Contract, the Annuity Date shall be amended to equal the latest of: a) the Annuity Date in Your Contract; b) the first Term End Date on or following the Annuitant's 95th birthday; or c) the [28th] anniversary of the Effective Date. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Impact at Annuity Date**

The Cash Surrender Value of Your Contract will be increased, on the Annuity Date, to an amount equal to the Enhanced Death Benefit before determining the amount of annuity payments if all of the following conditions are met:

1. Your Contract is in effect on the Annuity Date; and
2. The Cash Surrender Value on the Annuity Date is less than the Enhanced Death Benefit; and
3. The Cash Surrender Value is applied under any of the Settlement Options available under Your Contract.

- **Rider Continuation**

If Your Contract is continued by the Beneficiary in accordance with the provisions of Your Contract, and provided such continuation does not conflict with Section 72(s) of the Internal Revenue Code, this Rider will also continue. However, within 180 calendar days of the date Your Contract is continued, the Beneficiary may elect to terminate this Rider, except for the amendments described in the Accumulation Value and Withdrawal Charge sections of this Rider which shall continue. An election by the Beneficiary to terminate this Rider will cause any potential value associated with the Enhanced Death Benefit to be forfeited. The effective date of a termination of this Rider shall be the date We receive Notice from the Beneficiary.

We may, at Our discretion and before the death of any Annuitant, permit the transfer of this Rider to a new annuity Contract issued by Us. The Annuitant(s) under Your Contract must be the same as the Annuitant(s) under the new annuity Contract, and the Owner(s) under Your Contract must be the same as the Owner(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon full surrender of Your Contract. Once the Rider has been transferred to a new annuity Contract, the new annuity Contract will become the Contract under the provisions of this Rider. A transfer of this Rider to any successor Contract will not change the Effective Date, the Rider Charge or any of the values or provisions available under the Rider. However, the method of deducting the Rider Charge will be governed by the provisions of the successor Contract.

### • Termination

Neither You nor We may elect to terminate this Rider once it has been attached to and made part of Your Contract. The Rider will terminate only upon the earliest of (1), (2), (3) or (4) where:

- 1 is** the date on which the Death Benefit is paid.
- 2 is** the date on which a Settlement Option is elected.
- 3 is** the date on which Your Contract is surrendered for its Cash Surrender Value, unless the Rider is transferred to a new annuity Contract as provided for in the Rider Continuation section of this Rider.
- 4 is** the date on which the Beneficiary elects to terminate the Rider as provided for in the Rider Continuation section of this Rider.

If Your Contract is surrendered before the payment of a Death Benefit or the election of a Settlement Option on the Annuity Date, or the Rider is terminated by the Beneficiary as set forth above, any potential value associated with the Enhanced Death Benefit will be forfeited.

### • Non-Participating

This Rider is Non-Participating and does not share in the profits or surplus of the Company.

  
Michael H. Miller  
Secretary

SERFF Tracking Number: AMER-126433837 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 44413  
Company Tracking Number: BAA12 (09/09)  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: BAA12 (09/09)  
Project Name/Number: BAA12 (09/09)/BAA12 (09/09)

## Supporting Document Schedules

**Item Status:**                      **Status  
Date:**

**Satisfied - Item:**            Flesch Certification

**Comments:**

**Attachment:**

AR\_BAA12\_0909\_ScoreCert.pdf

**Item Status:**                      **Status  
Date:**

**Satisfied - Item:**            Application

**Comments:**

80500 6/08 FW previously approved by the Department on 06/25/2008.

**Attachment:**

80500\_608\_FW\_App.pdf

**Item Status:**                      **Status  
Date:**

**Satisfied - Item:**            Statement of Variability

**Comments:**

**Attachments:**

BAA12\_0909\_SOV.pdf

BDBR12\_0909\_SOV.pdf

**AVIVA LIFE AND ANNUITY COMPANY**  
Des Moines, IA

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Laurel Colton, FLMI, ACS, AIRC  
DIRECTOR, PRODUCT COMPLIANCE  
Title



**1 Product**

Product Name: \_\_\_\_\_

Rider(s): \_\_\_\_\_

**2 Annuitant**

First Name (as to appear on contract) \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_  Male  Female

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**3 Joint Annuitant**

If applicable

First Name (as to appear on contract) \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_  Male  Female

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**4 Owner**

If other than Annuitant

First Name of Individual or Entity \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security or Tax I.D. Number \_\_\_\_\_  Male  Female Relationship to Annuitant(s) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**Note:** If the proposed owner(s) is not a natural person, for example a trust, a corporation or an association, then additional documentation will be required to establish the entity's legal identity and who has authority to legally act on behalf of the entity.

**5 Joint Owner**

Not applicable to qualified contracts

First Name of Individual or Entity \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security or Tax I.D. Number \_\_\_\_\_  Male  Female Relationship to Annuitant(s) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**AZ Residents:**

**Upon Written Request the Company will provide within a reasonable time reasonable factual information regarding the benefits and provisions of Your Contract.**

**If You are not satisfied with Your Contract, return it to the Company within 10 days (30 days if the Contract Owner is sixty-five years of age or older on the date of the application) after the Contract is delivered and receive a full refund of all monies paid.**



**6 Contingent Owner**

If Owner and Annuitant are different

First Name of Individual or Entity \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Social Security or Tax I.D. Number \_\_\_\_\_  Male  Female \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**7 Funding Source**

Premium Submitted with Application: \$ \_\_\_\_\_  
Anticipated Premium from Transfer: \$ \_\_\_\_\_

**8 Tax Qualification**

Select ALL that apply

Non-Qualified  1035 Exchange  Internal Conversion Contract Number: \_\_\_\_\_  
 IRA  Roth IRA  SEP IRA  Keogh/HR-10  Other Qualified Plan\*  
\*Owner must be the Plan  
Select ALL that apply:  
 Contribution for Tax Year: \_\_\_\_\_  
 Rollover (Within 60 days)  
 Direct Transfer from IRA/SEP  
 Direct Transfer from ROTH IRA  
 Roth Conversion  
 Direct Transfer from 401(k); HR10; 403(b); Pension Plan

**9 Replacement**

1.  Yes  No Do you have an existing life insurance policy or an existing annuity contract?  
2.  Yes  No Will this annuity replace or change an existing life insurance policy or annuity contract?

**10 Beneficiaries**

Unless otherwise specified, multiple surviving beneficiaries will share equally. If a beneficiary is not a natural person, include name and date on the Beneficiary Name line. All beneficiaries must be living at the time of application.

Primary  Contingent  Tertiary  
Beneficiary Name \_\_\_\_\_ SSN or Tax I.D. \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_ %  
 Primary  Contingent  Tertiary  
Beneficiary Name \_\_\_\_\_ SSN or Tax I.D. \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_ %  
 Primary  Contingent  Tertiary  
Beneficiary Name \_\_\_\_\_ SSN or Tax I.D. \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_ %  
 Primary  Contingent  Tertiary  
Beneficiary Name \_\_\_\_\_ SSN or Tax I.D. \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_ %  
 Primary  Contingent  Tertiary  
Beneficiary Name \_\_\_\_\_ SSN or Tax I.D. \_\_\_\_\_ Relationship to Annuitant(s) \_\_\_\_\_ %

\*The sum of the percentages for Primary, Contingent, and Tertiary Beneficiaries, respectively, must total 100%.

**11 Special Instructions**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**12 Agreements and Signatures**

The Owner agrees to the following:

1. All statements and answers to questions in this application are true to the best of my knowledge and belief.
2. The effective date of the Contract will be the Contract Date set by the Company.
3. No producer or person other than the President or Secretary of the Company has the authority to change or modify the Contract or waive any of its provisions.

**AR Residents:** Any person who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**CO Residents:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or producer of an insurance company who knowingly provides false, incomplete or misleading facts or information to a contract holder or claimant for the purpose of defrauding or attempting to defraud the contract holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DC Residents:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**FL Residents:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Residents of KY, LA, NM, OH:** Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer submits an application or files a claim containing a false or deceptive statement is guilty of fraud.

**MD Residents:** Any person who knowingly and willfully presents a fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Residents of ME, TN and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

**PA Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Residents of all states except DE, IN, MN, MO, OR, PA, UT and WA:** Amounts payable under the Contract are subject to a Market Value Adjustment (if applicable) on the date or dates, as specified in the Contract.

**Indexed Deferred Annuity Applicants:**  
I understand that I am applying for an equity indexed deferred annuity and realize that while the values of the contract may be affected by an external index, the contract does not directly participate in any stock or equity investments. I further understand that index-linked interest credits will not be credited to any amount withdrawn during a term period and that any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.

I have received a copy of the disclosure material and understand that the results shown, other than the Guaranteed Minimum Values, are not guarantees, promises, or warranties.

**Payment must be made payable to Aviva Life and Annuity Company.**

Signed at: \_\_\_\_\_ on \_\_\_\_\_  
(city) (state) (date)

\_\_\_\_\_  
Annuitant Signature Joint Annuitant Signature (if applicable)

\_\_\_\_\_  
Owner Signature (if other than Annuitant) Joint Owner Signature (if applicable)





**Balanced Allocation Annuity  
BAA12 (09/09) and Riders  
Aviva Life and Annuity Company  
Statement of Variability**

<b>Base Contract (BAA12 (09/09))</b>	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Surrender Charge Year 1	0.00%	14.50%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 2	0.00%	14.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 3	0.00%	13.50%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 4	0.00%	13.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 5	0.00%	12.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 6	0.00%	11.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 7	0.00%	10.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 8	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 9	0.00%	8.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 10	0.00%	7.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 11	0.00%	6.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 12	0.00%	4.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
First Year Free Withdrawal Percentage of Accumulation Value	5.00%	10.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
<b>Balanced Allocation Strategy Rider (BAABAS (09/09))</b>	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Term	1 year	4 years	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Term	1 year	4 years	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	2.25%	3.00%	Based on economic environment.	Upon contract issuance	As needed for newly issued contracts
Initial Index Price for each Index	Subject to change in index				
Sum of the Initial Indexed Allocation Percentages	5.00%	150.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Initial Declared Rate Allocation Percentage *	100% minus the sum of the initial indexed allocation percentages, but not less than zero				
Initial Declared Rate	1.50%	20.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Initial Rider Charge	0.00%	5.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Sum of the Minimum Indexed Allocation Percentages	5.00%	50.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Declared Rate	1.50%	3.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Maximum Rider Charge	0.00%	No Limit	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
(years 1-[X]), where X is	1 year	20 years	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
(years [X+]), where X is	1 year	20 years	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
* The Declared Rate Allocation Percentage is not shown on the Data Page but is defined in the policy form to be 100% minus the sum of the then-current Indexed Allocation Percentages, but not less than zero.					
<b>Fixed Strategy Rider (BAAFIXED (09/09))</b>	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Initial Fixed Interest Rate	1.50%	20.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
First Year Interest Rate Bonus	0.00%	5.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Fixed Interest Rate	1.50%	3.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	2.25%	3.00%	Based on economic environment.	Upon contract issuance	As needed for newly issued contracts
<b>Market Value Adjustment (BAAMVA (09/09))</b>	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Maximum Negative Market Value Adjustment Percentage	0.00%	100.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts

**BAA Premium Bonus Rider with Enhanced Death Benefit  
BDBR12 (09/09)**

**Aviva Life and Annuity Company  
Statement of Variability**

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Effective Date	9/9/2010	1/1/9999	Varies for each contract owner depending on date of issue	Upon contract issuance	Varies for each contract
Rider Charge	0.25%	8.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Rider Charge Stop Date	9/9/2010	1/1/9999	Varies for each contract owner depending on date of issue and age	Upon contract issuance	Varies for each contract
Premium Bonus Percentage	0.00%	10.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Annual Dollar-for-Dollar Withdrawal Limit Percentage	0.00%	7.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Enhanced Death Benefit Interest Rate	0.00%	7.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 1	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 2	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 3	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 4	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 5	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 6	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 7	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 8	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 9	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 10	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 11	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Recapture Charge Rate - Year 12	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Rider Charge Stop Date Age	0	100	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Rider Charge Stop Date Anniversary	0	20	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Annuity Date Anniversary of the Effective Date	20.00	28.00	Based on bonus level to comply with SNFL	Upon contract issuance	As needed <b>for newly issued contracts</b>