

SERFF Tracking Number: AMER-126500198 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 44928  
Company Tracking Number: IA10B (09/09)  
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed  
Product Name: IA10B (09/09)  
Project Name/Number: IA10B (09/09)/IA10B (09/09)

## Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: IA10B (09/09)

TOI: A07I Individual Annuities - Special

Sub-TOI: A07I.001 Equity Indexed

Filing Type: Form

SERFF Tr Num: AMER-126500198 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 44928

Co Tr Num: IA10B (09/09)

State Status: Approved-Closed

Author:

Reviewer(s): Linda Bird

Date Submitted: 02/18/2010

Disposition Date: 02/22/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: 03/15/2010

Implementation Date:

State Filing Description:

## General Information

Project Name: IA10B (09/09)

Project Number: IA10B (09/09)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 02/22/2010

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 02/17/2010

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 02/22/2010

Created By: Jessica Johnson-Lopez

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Denise Ellis

Filing Description:

RE: Aviva Life and Annuity Company

Contract: Flexible Premium Indexed Deferred Annuity Contract, IA10B (09/09)

The following Endorsement was previously filed on 02/18/2010:

Market Value Adjustment Endorsement, MVA (09/09)

The following Endorsements, Riders and Application were previously approved on the dates shown below:

Endorsements: Fixed Strategy Endorsement, FIXED (Rev. 01/08), approved 01/26/2008

1-Year Point-to-Point Index Strategy Endorsement, 1YPTP (Rev. 01/08), approved 01/26/2008

SERFF Tracking Number: AMER-126500198 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 44928  
Company Tracking Number: IA10B (09/09)  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: IA10B (09/09)  
Project Name/Number: IA10B (09/09)/IA10B (09/09)

1-Year Monthly Cap Index Strategy Endorsement, 1YMC (Rev. 01/08), approved 01/26/2008  
1-Year Average Index Strategy Endorsement, 1YAVG (01/08), approved 01/26/2008  
Riders: Income Rider, MCAIR (Rev. 09/07), approved 10/01/2007  
Income Rider, MCAIRW (02/08) approved 3/04/2008  
Application: 80500 6/08 FW, approved 06/25/2008  
NAIC: 61689

The above-referenced filing is attached in readable form for the Department's review and approval. Application form 80500 6/08 FW was previously approved by the Department on 06/25/2008 and will be used with this Contract form. The Contract form IA10B (09/09) has achieved a Flesch Reading Ease Test Score of 57.66. The corresponding actuarial memorandums have been included for your review. The Iowa Insurance Department approved the annuity Contracts and Endorsement on 02/17/2010.

This Contract form allows the Contract Owner the flexibility to allocate Premiums, and to transfer Strategy values, among Strategies made available under the Contract. The following Strategies could be used with the Contract and were previously approved by the department on 01/26/2008. The four Strategy Endorsements are the Fixed Strategy Endorsement, FIXED (Rev. 01/08); the 1-Year Point-to-Point Index Strategy Endorsement, 1YPTP (Rev. 01/08); the 1-Year Monthly Cap Index Strategy Endorsement, 1YMC (Rev. 01/08) and the 1-Year Average Index Strategy Endorsement, 1YAVG (01/08). These Endorsements are designed to be attached to the Contract as of the Contract Date. Should additional strategies subsequently be developed for use with the Contract form, we will submit the additional strategies to the Department for approval prior to use.

Please note that on pages 3, 3a, 4 and the front and back cover pages of all Contract forms, we have bracketed certain Contract information that we consider variable. Variable information is considered information that is unique to the specific issued Contract and/or Endorsement or information that can be changed for all new issues of the Contract without re-filing.

The new Market Value Adjustment Endorsement, form MVA (09/09), pending as of 02/18/2010 will add a market value adjustment feature to Contract form IA10B (09/09). This Endorsement will be attached to all new applicable Contracts at Contract issuance.

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 Life 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

SERFF Tracking Number: AMER-126500198 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 44928  
Company Tracking Number: IA10B (09/09)  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: IA10B (09/09)  
Project Name/Number: IA10B (09/09)/IA10B (09/09)

this form with all issued contracts we believe we are in compliance with Ark. Code Ann. 23-79-138.

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

The Statement of Variability has been included for your review.

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

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

-----

## Filing Fees

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

SERFF Tracking Number: AMER-126500198 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 44928  
Company Tracking Number: IA10B (09/09)  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: IA10B (09/09)  
Project Name/Number: IA10B (09/09)/IA10B (09/09)

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$50.00	02/18/2010	34287503

SERFF Tracking Number: AMER-126500198 State: Arkansas  
 Filing Company: Aviva Life and Annuity Company State Tracking Number: 44928  
 Company Tracking Number: IA10B (09/09)  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: IA10B (09/09)  
 Project Name/Number: IA10B (09/09)/IA10B (09/09)

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/22/2010	02/22/2010

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	02/22/2010	02/22/2010	Denise Ellis	02/22/2010	02/22/2010

*SERFF Tracking Number:* AMER-126500198      *State:* Arkansas  
*Filing Company:* Aviva Life and Annuity Company      *State Tracking Number:* 44928  
*Company Tracking Number:* IA10B (09/09)  
*TOI:* A071 Individual Annuities - Special      *Sub-TOI:* A071.001 Equity Indexed  
*Product Name:* IA10B (09/09)  
*Project Name/Number:* IA10B (09/09)/IA10B (09/09)

## **Disposition**

Disposition Date: 02/22/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

*SERFF Tracking Number:* AMER-126500198      *State:* Arkansas  
*Filing Company:* Aviva Life and Annuity Company      *State Tracking Number:* 44928  
*Company Tracking Number:* IA10B (09/09)  
*TOI:* A071 Individual Annuities - Special      *Sub-TOI:* A071.001 Equity Indexed  
*Product Name:* IA10B (09/09)  
*Project Name/Number:* IA10B (09/09)/IA10B (09/09)

<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		Yes
<b>Supporting Document</b>	Application		Yes
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Supporting Document</b>	Statement of Variability		Yes
<b>Supporting Document</b>	Certification		Yes
<b>Form</b>	Flexible Premium Indexed Deferred Annuity Contract		Yes

SERFF Tracking Number: AMER-126500198 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 44928  
Company Tracking Number: IA10B (09/09)  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: IA10B (09/09)  
Project Name/Number: IA10B (09/09)/IA10B (09/09)

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 02/22/2010  
Submitted Date 02/22/2010  
Respond By Date 03/22/2010

Dear Denise Ellis,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that the filing is in compliance with these guidelines and certification required by these guidelines.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: AMER-126500198 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 44928  
Company Tracking Number: IA10B (09/09)  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: IA10B (09/09)  
Project Name/Number: IA10B (09/09)/IA10B (09/09)

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 02/22/2010  
Submitted Date 02/22/2010

Dear Linda Bird,

### Comments:

We are in receipt of your request today.

### Response 1

Comments: The applicable certification has been included.

### Related Objection 1

Comment:

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that the filing is in compliance with these guidelines and certification required by these guidelines.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

SERFF Tracking Number: AMER-126500198 State: Arkansas  
 Filing Company: Aviva Life and Annuity Company State Tracking Number: 44928  
 Company Tracking Number: IA10B (09/09)  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: IA10B (09/09)  
 Project Name/Number: IA10B (09/09)/IA10B (09/09)

## Form Schedule

### Lead Form Number: IA10B (09/09)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	IA10B (09/09)	Policy/Cont Flexible Premium ract/Fratern Indexed Deferred al Annuity Contract Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		57.660	IA10B_0909.p df

## Flexible Premium Indexed Deferred Annuity Contract

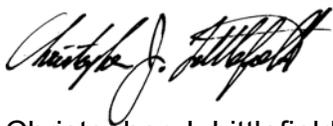
**AVIVA LIFE AND ANNUITY COMPANY** (hereinafter “the Company”) will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

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

This is a legal contract between the Owner and **AVIVA LIFE AND ANNUITY COMPANY**.

**PLEASE READ THIS CONTRACT CAREFULLY.** It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid, less any Withdrawals, will be refunded and the 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) 252-5530

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

**INDEX OF CONTRACT PROVISIONS**

<b>GENERAL CONTRACT PROVISIONS</b>	
The Contract	5
Contract Date, Contract Month, Contract Year and Contract Anniversary	5
Authority to Change	5
Incontestability	5
Age and Sex	5
Annuitant; Joint Annuitants	5-6
Owner	6
Assignment	6
Beneficiary	6-7
Designated Beneficiary	7
Annuity Date	8
Proceeds	8
Premium Taxes	8
Terms of Annuity Payment	8
• If there is one living Annuitant on the Annuity Date	8
• If there are two living Annuitants on the Annuity Date	8
Death Benefit	9
Death of Non-Owner Annuitant	9
Distribution on Death of Owner	9-10
• Where Owner is not the Annuitant	9-10
• Where Owner is the Annuitant	10
Conformity with Applicable Laws	10
<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUES</b>	
Initial Premium	11
Renewal Premiums	11
Premium Bonus	11-12
Premium Bonus Percentage	12
Notification Date	12
Business Day	12
Allocation Percentages	12
Transferred Premium	12
Strategies	13

**INDEX OF CONTRACT PROVISIONS • Continued**

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUES</b>	
Interest Credits	13
Accumulated Value	13
Strategy Value	13
Cash Surrender Value	13
Withdrawal Charge	13
Minimum Guaranteed Contract Value	14
Withdrawals; Free Withdrawals	14-15
Required Minimum Distribution Withdrawals	15
Qualified Contract	16
Statements	16
Terminal Illness Waiver of Withdrawal Charges	16
Confinement Waiver of Withdrawal Charges	16-17
<b>SETTLEMENT OPTIONS</b>	
Election of Option	18
Settlement Options	18-19
• Option 1 - Life Annuity	18
• Option 2 - Life Annuity with Guaranteed Period	18
• Option 3 - Installment Refund Life Annuity	18
• Option 4 - Joint and Last Survivor Annuity	19
• Option 5 - Fixed Period Annuity	19
Annuity Tables	20-21

(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE**

<b>Contract Data</b>	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[01/10/2010]
Annuity Date:	[01/10/2036]
Initial Premium:	[\$25,000.00]
Premium Bonus Percentage:	[8.00%]
Maximum Renewal Premiums:	\$100,000.00 Per 12 Month Period

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE • Continued**

<b>Premium Bonus Recapture Charge Rate Schedule</b>	
<b>Contract Year</b>	<b>Rate</b>
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	[5.30%]
10	[2.70%]

**There are no Premium Bonus Recapture Charges applicable after the 10th Contract Year or to amounts withdrawn that are less than or equal to the Contract's Free Withdrawal amount.**

<b>Strategy Allocation Percentages on the Contract Date</b>	
Fixed Strategy:	[100.00%]
1-Year Average Index Strategy:	[0.00%]
1-Year Point-to-Point Index Strategy:	[0.00%]
1-Year Monthly Cap Index Strategy:	[0.00%]

DATA ELEMENTS FOR EACH STRATEGY CAN BE FOUND IN THE ENDORSEMENTS ATTACHED TO THIS CONTRACT. DATA ELEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, INITIAL AND MINIMUM GUARANTEED INTEREST RATES, INITIAL INDEX PRICES, INITIAL AND MINIMUM GUARANTEED PARTICIPATION RATES, INITIAL AND MAXIMUM GUARANTEED SPREADS, AND INITIAL AND MINIMUM GUARANTEED CAP RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,  
CALL: [1-888-252-5530]**

(THIS PAGE LEFT BLANK INTENTIONALLY)

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

**Contract Number:** [Specimen]

**Initial Premium:** [\$25,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$22,115.62]
2	[22,358.89]
3	[22,604.83]
4	[22,853.48]
5	[23,104.86]
6	[23,359.01]
7	[23,615.95]
8	[23,875.72]
9	[24,138.35]
10	[24,403.87]
11	[27,000.00]
12	[27,000.00]
13	[27,000.00]
14	[27,000.00]
15	[27,000.00]
16	[27,000.00]
17	[27,000.00]
18	[27,000.00]
19	[27,000.00]
20	[27,225.10]
Age 96	[29,072.08]

The values at left are calculated as defined in the Cash Surrender Value section of this Contract and are the guaranteed minimum values available. These values, assume no Interest Credits, Renewal Premiums, Withdrawals, transfers or Premium Taxes and a Maximum Negative Market Value Adjustment.

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

## GENERAL PROVISIONS

- **The Contract**

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

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

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Months, Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 10, 2010, the first Contract Month ends on February 9, 2010, the first Contract Year ends on January 9, 2011, and the first Contract Anniversary occurs on January 10, 2011.

- **Authority to Change**

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

- **Incontestability**

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

- **Age and Sex**

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

- **Annuitant; Joint Annuitants**

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

## GENERAL PROVISIONS

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

- **Owner**

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

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

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

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

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

- **Assignment**

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

- **Beneficiary**

The Beneficiary is a person or entity named to receive the Death Benefit. No Beneficiary has any rights in the Contract until the Annuitant dies. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No change will take effect unless the Company receives the Owner's signed written request. A change will take effect as of the date the Owner signed the written request. Any change is subject to payment or other action taken by the Company before the change was received by the Company.

## GENERAL PROVISIONS

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

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

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

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

- **Designated Beneficiary**

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

## GENERAL PROVISIONS

- **Annuity Date**

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the later of the Contract Anniversary following the Annuitant's age 90 or the 26th Contract Anniversary. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Proceeds**

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

- **Premium Taxes**

Your state may charge the Company a Premium Tax on the Premiums you pay for this Contract. The Company may deduct the amount of such tax from your Premiums when your Premiums are received, or from the Accumulated Value of the Contract upon:

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

- **Terms of Annuity Payment**

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 this Contract. From time to time, the Company may require proof of the true age and sex 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 this 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 this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an alternate Settlement Option has been selected before the Annuity Date.

## GENERAL PROVISIONS

### • **Death Benefit**

The Death Benefit will be equal to the Contract's Accumulated Value or the Minimum Guaranteed Contract Value, whichever is greater, calculated as of the date the Company receives 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 the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest at the same rate as the Contract's Fixed Strategy, unless a higher rate of interest is required by law. The Death Benefit will earn interest from the date the Company receives proof of death to the date of payment to the Beneficiary.

The Death Benefit will be paid upon surrender of the Contract and receipt by the Company at its Administrative Office of proof of death in a form and manner satisfactory to the Company, which shall include:

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

The Company's Administrative Office address is shown on the cover page of this Contract.

### • **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in 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, the Contract will continue, but the Cash Surrender Value of this 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 the 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

**GENERAL PROVISIONS**

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, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 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 the Contract, remarries and then dies.

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

- **Conformity with Applicable Laws**

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

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Initial Premium**

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

- **Renewal Premiums**

Any Premiums received by the Company after the Initial Premium will be considered Renewal Premiums and must be received by the Company before the Annuity Date. The Company may limit the amount of Renewal Premiums that it will accept to the amount shown on the Contract Data Page. The Renewal Premiums for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The minimum Renewal Premium that will be accepted by the Company is \$1,000. Renewal Premiums are not required to maintain this Contract.

Renewal Premiums will be credited to the Fixed Strategy on the date they are received by the Company. On each Contract Anniversary, any Renewal Premiums received during the 12 month period before the Notification Date, and any Interest Credits earned on such Renewal Premiums, will be allocated to the Strategies. Renewal Premiums and Interest Credits will be allocated based on the Allocation Percentages in effect on the Notification Date. Any amount allocated to a Strategy that is greater than the amount allowed or that is otherwise prohibited, will be automatically allocated to the Fixed Strategy.

- **Premium Bonus**

The Company will calculate a Premium Bonus on the Contract Date and on any other date during the first Contract Year that Renewal Premiums are received by the Company.

The Premium Bonus that is calculated on the Contract Date is equal to the Initial Premium multiplied by the Premium Bonus Percentage. The Premium Bonus attributable to the Initial Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

The Premium Bonus that is calculated upon receipt of any Renewal Premiums during the first Contract Year will be equal to the Renewal Premiums multiplied by the Premium Bonus Percentage. The Premium Bonus attributable to any Renewal Premiums will be credited to the Fixed Strategy on the date the Renewal Premiums are received by the Company.

On the first Contract Anniversary, the Premium Bonus attributable to any Renewal Premiums received during the 12 month period before the Notification Date, and any Interest Credits earned on such Premium Bonus, will be allocated to the Strategies.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

The Premium Bonus and Interest Credits will be allocated based on the Allocation Percentages in effect on the Notification Date. Any Premium Bonus that is not allocated to the Strategies on the first Contract Anniversary, and any Interest Credits earned on such Premium Bonus, will be allocated to the Strategies on the second Contract Anniversary based on the Allocation Percentages in effect on the Notification Date.

- **Premium Bonus Percentage**

The Premium Bonus Percentage is used in the calculation of the Premium Bonus for the Initial Premium and for any Renewal Premiums received by the Company during the first Contract Year only. The Premium Bonus Percentage is shown on Page 3 of the Contract Data Page and is guaranteed for the first Contract Year.

- **Notification Date**

For each Contract Anniversary there shall be a Notification Date. The Notification Date shall be four (4) Business Days before each Contract Anniversary.

- **Business Day**

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

- **Allocation Percentages**

The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100%. The sum of the Allocation Percentages for the Strategies must at all times equal 100%. The Allocation Percentages in effect on the Contract Date or on any later date will remain in effect until such time as the Owner's signed written request to change the Allocation Percentages is received at the Administrative Office of the Company. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page. A request to change the Allocation Percentages can be submitted at any time. However, the Allocation Percentages that will be used on each Contract Anniversary to allocate any Renewal Premiums, the Premium Bonus attributable to any such Renewal Premiums and any Interest Credits earned on such Renewal Premiums and such Premium Bonus, will be the Allocation Percentages in effect on the Notification Date. In accordance with the provisions of the section entitled Premium Bonus, the Company will calculate a Premium Bonus only for Renewal Premiums received during the first Contract Year.

- **Transferred Premium**

To the extent a Strategy allows for transfers to be made from that Strategy to one or more of the Contract's other Strategies, the Transferred Premium section of the Endorsement for that Strategy shall contain the provisions for making such transfers. For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Strategies**

The Strategies for this Contract shall be the Strategies that are added to and made part of this Contract by separate Endorsement. The Strategies on the Contract Date are shown on the Contract Data Page. After a Strategy has been added to and made part of this Contract, Premiums may be allocated and funds transferred to the Strategy in accordance with the provisions of this Contract. The Endorsement shall define the method by which Interest Credits are earned on each Strategy.

- **Interest Credits**

Interest Credits will be calculated for a Strategy based on the provisions of the Endorsement for that Strategy.

- **Accumulated Value**

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

- **Strategy Value**

The Strategy Value of a Strategy at any time shall be determined based on the provisions of the Endorsement for that Strategy.

- **Cash Surrender Value**

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

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

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

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

- **Withdrawal Charge**

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

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

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to the sum of each Strategy's Minimum Guaranteed Strategy Value.

- **Withdrawals; Free Withdrawals**

At or before the Annuity Date and before the death of the Annuitant, the Owner may request a Withdrawal from the Contract in an amount not greater than the Cash Surrender Value.

A Free Withdrawal amount is provided each Contract Year. 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. During the first Contract Year, the Free Withdrawal amount will be equal to [5.00%] of the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year. After the first Contract Year, the Free Withdrawal amount will be equal to the [10.00%] of the Accumulated Value as of the Contract Anniversary on the first day of 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.

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 any applicable Withdrawal Charge and any applicable Market Value Adjustment. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to the Contract.

To make a Withdrawal from this Contract, the Owner must submit a written request to the Company. The request must be signed and dated by the Owner. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date. Withdrawals from any of the Strategies will be made in the manner set forth in the Endorsements for those Strategies. The minimum amount that may be withdrawn from this Contract at any time is \$2,000. The Endorsements for certain Strategies may specify a minimum value that must be maintained in order to participate in any Interest Credits for that Strategy.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- **Required Minimum Distribution Withdrawals**

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

Required Minimum Distributions for this 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 below.

In any Contract Year that the Owner is required to take a Required Minimum Distribution, the Owner may receive the greater of the Contract's Free Withdrawal amount for that Contract Year or the Owner's Required Minimum Distribution attributable to this Contract, which will not be subject to any applicable 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.

### 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

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

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE****• 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.

**• Statements**

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

**• Terminal Illness Waiver of Withdrawal Charges**

After the first Contract Year, the Owner may request a payment equal to an amount of up to the Contract's Accumulated Value or the Minimum Guaranteed Contract Value, whichever is greater, as of the Contract Anniversary on the first day of that Contract Year if, at the time of the request, all of the following requirements are met:

- (a) The Annuitant or a Joint Annuitant is diagnosed with a Terminal Illness; and
- (b) The initial diagnosis occurs at least one year after the Contract Date; and
- (c) The payment request is accompanied by Proof of Terminal Illness.

Any payment made under this provision of the Contract will not be subject to any applicable 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, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by a medical examiner of its 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. The Company will pay the cost of any second opinion or examination the Company requests.

**• Confinement Waiver of Withdrawal Charges**

After the first Contract Year, the Owner may request a payment equal to an amount of up to the Contract's Accumulated Value or the Minimum Guaranteed Contract Value, whichever is greater, as of the Contract Anniversary on the first day of that Contract Year if, at the time of the request, all of the following requirements are met:

- (a) The Annuitant or a Joint Annuitant is confined to a Qualified Care Facility; and
- (b) Confinement continues for at least sixty (60) consecutive days; and
- (c) Confinement begins at least one year after the Contract Date; and
- (d) Confinement is recommended in writing by a Physician; and

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- (e) The Company receives the payment request and Physician's written recommendation no later than ninety (90) days following the date the confinement has ceased.

Any payment made under this provision of the Contract will not be subject to any applicable 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 review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

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

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

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; 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 alcohol 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.

## SETTLEMENT OPTIONS

- **Election of Option**

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

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

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

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

- **Settlement Options**

This 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 the Company. After the guaranteed period, monthly payments will cease on the death of the payee, and no payments will be due after the death of the payee. If the payee dies during the guaranteed period, no payments will be due after the guaranteed period.

**Option 3 - Installment Refund Life Annuity**

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

---

**SETTLEMENT OPTIONS**

---

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

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

Annuity Settlement Option factors for this Option 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.

<b>SETTLEMENT OPTIONS</b>
---------------------------

The guaranteed monthly income rates in this 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 sex-distinct rates. If unisex income rates are required for Settlement Options that involve mortality, the guaranteed monthly income rates assume that Annuitants are 60% female and 40% male. The Company may offer guaranteed monthly income rates that are more favorable than those contained in this 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

**SETTLEMENT OPTIONS**

**Unisex - 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

(THIS PAGE LEFT BLANK INTENTIONALLY)

(THIS PAGE LEFT BLANK INTENTIONALLY)

- **Flexible 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.

"Standard & Poor's®", "S&P®", "S&P 500®", "Standard & Poor's 500", and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Aviva Life and Annuity Company. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product.



*Administrative Office:*  
611 5th Avenue  
P.O. Box 10433  
Des Moines, IA 50306-0433  
(888) 252-5530

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

SERFF Tracking Number: AMER-126500198 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 44928  
Company Tracking Number: IA10B (09/09)  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: IA10B (09/09)  
Project Name/Number: IA10B (09/09)/IA10B (09/09)

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> AR_IA10B_0909_ScoreCert.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Application <b>Comments:</b> 80500 6/08 FW was previously approved by the Department on 06/25/2008. <b>Attachment:</b> 80500_608_FW_App.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Statement of Variability <b>Comments:</b> <b>Attachment:</b> IA10B_0909_SOV.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Certification <b>Comments:</b> <b>Attachment:</b> AR_IA10B_0909_ExternalindexCert.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)



**13 Producer Use Only:**

- 1.  Yes  No Does the applicant 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? (If yes to either question, and if required by state regulation, replacement forms must accompany this application.)

By signing below, I certify that I have truly and accurately recorded on this application the information provided by the applicant. I certify that only company approved sales materials were used and that copies of such materials were 1) left with the client and 2) retained in my files. I certify that any required disclosure material has been presented to the applicant. I have not made any statements which differ from this material nor have I made any promises, about the future expected values of this Contract.

\_\_\_\_\_  
 Producer Signature \_\_\_\_\_  
 Producer Name (print please)

\_\_\_\_\_  
 Producer Number \_\_\_\_\_  
 Producer Insurance License Number (FL only) \_\_\_\_\_  
 Producer Phone Number and/or email address

Complete the following section for any split producers and indicate the split percentages.

Producer Name	Producer Number	Producer Insurance License Number (FL only)	Split %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	100%

Option 1  Option 2  Option 3  
 (If unchecked, the default is Option 1.)



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

CONTRACT FORM IA10B (09/09)

	<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>
Premium Bonus Percentage	0%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 1	0%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 2	0%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 3	0%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 4	0%	11%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 5	0%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 6	0%	9%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 7	0%	8%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 8	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 9	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 10	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Recapture Charge Rate Schedule - Year 1	0%	7.4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Recapture Charge Rate Schedule - Year 2	0%	7.4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Recapture Charge Rate Schedule - Year 3	0%	7.4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Recapture Charge Rate Schedule - Year 4	0%	7.4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Recapture Charge Rate Schedule - Year 5	0%	7.4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Recapture Charge Rate Schedule - Year 6	0%	7.4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Recapture Charge Rate Schedule - Year 7	0%	7.4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Recapture Charge Rate Schedule - Year 8	0%	7.4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Recapture Charge Rate Schedule - Year 9	0%	5.3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Recapture Charge Rate Schedule - Year 10	0%	2.7%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Free Withdrawal First Contract Year	5%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Free Withdrawal After First Contract Year	10%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts

**ENDORSEMENT FORMS:**

**Fixed Strategy, FIXED (Rev. 01/08)**

	<u>Minimum</u>	<u>Maximum</u>			
Initial Guaranteed Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Interest Rate	1%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
First Year Interest Rate Bonus	0%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Strategy Value Interest Rate (associated with Annuity SNFL)	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts

**1-Year Point-to-Point Index Strategy, 1YPTP (Rev. 01/08)**

Initial Standard & Poor's Index Price	Subject to change in index		Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Initial Cap Rate	2%	999%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Cap Rate	2%	25%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Death Benefit Interest Rate	0%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Strategy Value Interest Rate (associated with Annuity SNFL)	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts

**1-Year Average Index Strategy, 1YAVG (01/08)**

Initial Standard & Poor's Index Price	Subject to change in index		Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Initial Participation Rate	25%	150%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Participation Rate	25%	100%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Initial Cap Rate	2%	999%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Cap Rate	2%	25%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Death Benefit Interest Rate	0%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Strategy Value Interest Rate (associated with Annuity SNFL)	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts

**1-Year Monthly Cap Index Strategy, 1YMC (Rev. 01/08)**

Initial Standard & Poor's Index Price	Subject to change in index		Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Initial Monthly Cap Rate	1%	999%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Monthly Cap Rate	1%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Death Benefit Interest Rate	0%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Strategy Value Interest Rate (associated with Annuity SNFL)	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts

# **CERTIFICATION**

## **EXTERNAL-INDEXED CONTRACTS**

### **FOR THE STATE OF ARKANSAS**

I, certify that the Company will address external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed.

---

---

Date