

<i>SERFF Tracking Number:</i>	<i>NDPL-126620887</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>45890</i>
<i>Company Tracking Number:</i>	<i>2UEG10</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>2UEG10</i>		
<i>Project Name/Number:</i>	<i>2UEG10/2UEG10</i>		

Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: 2UEG10

TOI: L09I Individual Life - Flexible Premium
Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Tr Num: NDPL-126620887 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 45890

Co Tr Num: 2UEG10

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Ben Warren, Jason
Kaster, Jeff Heagel

Disposition Date: 06/15/2010

Date Submitted: 06/07/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 2UEG10

Project Number: 2UEG10

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/15/2010

Deemer Date:

Submitted By: Ben Warren

Filing Description:

Enclosed for your review and approval is our Flexible Premium Adjustable Life Insurance Policy.

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 05/28/2010

Domicile Status Comments: Iowa is our state of
domicile.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 06/15/2010

Created By: Jeff Heagel

Corresponding Filing Tracking Number:

Form 2UEG10 - This is a non-participating universal life type policy providing life insurance coverage on the Insured. Various policy features permit the death benefit to be adjusted, flexible premiums to be paid, loans to be taken, and current assumptions to be used in the calculation of policy values. All present values are based on the 2001 CSO Male/Female and Smoker/Nonsmoker Mortality Table, age nearest birthday and 3.50% interest.

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

This policy may be issued on a non-qualified or a qualified basis. The enclosed policy is assembled as a non-qualified issue. A replacement page 15U will be used for policies issued on a qualified basis. A copy of 15U is attached to the back of the policy for your information.

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

This form is new and does not replace any form previously approved by your department. The form is written in simplified and readable language and does not contain any unusual or possible controversial items from normal company or industry standards.

This policy will be marketed with an illustration. Enclosed is an Illustration Actuary Certification.

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

If you have any questions regarding this submission, please contact me at 800-800-9882 ext. 8757 or e-mail me at ben.warren@avivausa.com.

Company and Contact

Filing Contact Information

Ben Warren, Product Compliance Specialist	ben.warren@avivausa.com
Aviva Life and Annuity Company	515-242-8757 [Phone]
611 Fifth Avenue	
Des Moines, IA 50309	

Filing Company Information

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

SERFF Tracking Number: NDPL-126620887 State: Arkansas
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TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 2UEG10
Project Name/Number: 2UEG10/2UEG10

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: 1 policy form * \$50
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$50.00	06/07/2010	37037399

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Product Name: 2UEG10
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	06/15/2010	06/15/2010

SERFF Tracking Number: NDPL-126620887 *State:* Arkansas
Filing Company: Aviva Life and Annuity Company *State Tracking Number:* 45890
Company Tracking Number: 2UEG10
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: 2UEG10
Project Name/Number: 2UEG10/2UEG10

Disposition

Disposition Date: 06/15/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Certifications		Yes
Supporting Document	Guaranteed COI Rates		Yes
Supporting Document	Actuarial Memorandum		No
Supporting Document	Explanation of Variability		Yes
Supporting Document	Illustration Actuary Certification		No
Form	Flexible Premium Adjustable Life Insurance		Yes

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Form Schedule

Lead Form Number: Form 2UEG10

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	Form 2UEG10	Policy/Cont Flexible Premium ract/Fratern Adjustable Life Insurance Certificate	Initial		51.200	2UEG10 - AR.pdf



Aviva Life and Annuity Company

Home Office: [7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3842]
Administrative Office: [7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3842]
[1-800-800-9882]

POLICY NUMBER [LifeStage]

FACE AMOUNT [\$100,000]

INSURED [JOHN DOE]

POLICY DATE [JULY 1, 2010]

**FLEXIBLE PREMIUM ADJUSTABLE
LIFE INSURANCE**

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

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

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

RIGHT TO CANCEL

PLEASE READ YOUR POLICY CAREFULLY. This policy is a legal contract between you and the Company. You have 20 days (30 days in the case of a replacement) after you receive it to cancel this policy by delivering or mailing a written notice or sending a telegram to the agent you purchased it from or the Administrative Office. You must return this policy before midnight of the 20th day (30th day in the case of a replacement) after the date you receive this policy. Notice given by mail and return of this policy by mail are effective on being properly addressed, postmarked, and postage prepaid. We will return any premiums paid after we receive notice of cancellation and the returned policy. Cancellation makes this policy void from its start.

Signed by us on the Policy Date in [West Des Moines, Iowa].

A handwritten signature in black ink, appearing to read "Christopher J. Littlefield".

Christopher J. Littlefield
President and CEO

A handwritten signature in black ink, appearing to read "Michael H. Miller".

Michael H. Miller
Secretary

Read Your Policy Carefully

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

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

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

POLICY DATA PAGE

POLICY NUMBER: [UL 1]
INSURED: [JOHN DOE]
POLICY DATE: [July 1, 2010]

FACE AMOUNT: [\$100,000]
INITIAL PREMIUM: [\$1,583.94]
PLANNED PREMIUM: [\$1,583.94 Annually]
Computed from the Policy Date

DEATH BENEFIT COMPLIANCE TEST:
[Guideline Premium Test]

DEATH BENEFIT OPTION: [Option 1]

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

SEE NEXT PAGE FOR ADDITIONAL BENEFITS

[The Minimum Monthly Premium of [\$36.59] is for a Minimum Premium Period of [20] years from the Policy Date.] **This Minimum Monthly Premium keeps this policy in force during the first [20] policy years. If only the Minimum Monthly Premium is paid, this policy is likely to enter the grace period after the Minimum Premium Period.**

Note: It is possible that coverage will end before the death of the Insured if either no premiums are paid after the Initial Premium or if subsequent premiums are insufficient to prevent this policy from lapsing prior to the death of the Insured. This is a flexible premium product where the Planned Premium is only what you have elected to pay. **Payment of only the Planned Premium may not be sufficient to prevent this policy from lapsing prior to the death of the Insured.**

Following the Insured's attained age 121, this policy may or may not qualify as life insurance under the Internal Revenue Code. You should consult your tax advisor.

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

[The following will print on qualified cases only:

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

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

POLICY DATA PAGE (continued)

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

<u>BENEFIT</u>	FACE AMOUNT <u>AT ISSUE</u>	EXPIRY <u>DATE</u>
[Accelerated Benefit Rider	N/A	Death of Insured]

POLICY DATA PAGE (continued)

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

MINIMUM FACE AMOUNT: [\$50,000(ages 18+. Std RC)]

ANNUALLY DECLARED LOANS

Maximum Annually Declared Loan Rate*: [4.76 %]
Minimum Annually Declared Loan Rate*: [3.38 %]
*Rate shown is in advance.

GUARANTEED INTEREST RATE: 3.50%
INTEREST FACTOR: [1.00287090]
MAXIMUM MONTHLY POLICY CHARGE: [\$6.00]
MINIMUM NET PREMIUM: [95%] of any premium paid
FREE WITHDRAWAL PERCENTAGE: [20%]

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

If the INSURED FACE AMOUNT is less than \$100,000, the rate is: [\$ 0.2825] per \$1,000
If the INSURED FACE AMOUNT is \$100,000 or greater, the rate is: [\$ 0.30833] per \$1,000

TABLE OF SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
[1	1,514.00
2	1,434.32
3	1,354.63
4	1,274.95
5	1,195.26
6	1,115.58
7	1,035.90
8	956.21
9	876.53
10	796.84
11	717.16
12	637.47
13	557.79
14	478.11
15	398.42
16	318.74
17	239.05
18	159.37
19	79.68
20 +	-0-]

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

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

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

POLICY DATA PAGE (continued)

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

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

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

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

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

POLICY DATA PAGE (continued)

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

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

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

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

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

[POLICY DATA PAGE (continued)]

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

TABLE OF MINIMUM DEATH BENEFITS

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

GENERAL PROVISIONS

CONTRACT

This policy, including any attached riders, endorsements, amendments, the attached copy of the application and any supplemental applications, constitute the entire contract. Our rights or requirements under this policy may only be modified or waived by an authorized officer of our Company and must be in writing.

INCONTESTABILITY

All statements made in the application or supplemental applications are considered representations and not warranties. Other than for non-payment of premiums sufficient to keep this policy in force, or material misrepresentation of fact, the validity of this policy will not be contestable after both of the following conditions are met:

- a) it has been in force for two years from the Policy Date; and
- b) the Insured is alive two years from the Policy Date.

No statement will be used to void this policy or to defend against a claim unless contained in the application, supplemental applications, or any amendments attached to this policy at issue or made part of this policy when a change becomes effective.

Any increase in the Face Amount will be incontestable only after the increase has been in force for two years during the Insured's lifetime after the effective date of the increase. If this policy is ever reinstated, the policy will become contestable as set forth in the Reinstatement provision.

SUICIDE

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

MISSTATEMENT OF AGE OR SEX

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

ASSIGNMENT

All assignments of this policy must be in a written form satisfactory to us and will become effective only upon being recorded at our Administrative Office. We will not be responsible for the validity of any assignment.

ANNUAL REPORT

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

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

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

ISSUE AGE AND ATTAINED AGE

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

MONTHLY DUE DATE

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

ELECTIONS, DESIGNATIONS, CHANGES AND REQUESTS

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

PROCEEDS

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

NON-PARTICIPATING POLICY

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

OWNERSHIP AND BENEFICIARY PROVISIONS**OWNER**

The Owner of this policy is the Insured unless stated otherwise in the application. Unless endorsed otherwise, all ownership rights under this policy vest in the Owner during the Insured's lifetime. If the Owner is not the Insured, and dies before the Insured, all rights of ownership vest in the Owner's estate unless a contingent owner was designated in the application or by endorsement, in which case, all rights of ownership will transfer to such contingent owner.

BENEFICIARY

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

CHANGE OF OWNER OR BENEFICIARY

During the Insured's lifetime, you may change beneficiary designations and you may change the ownership designation. If a beneficiary is designated as irrevocable, the beneficiary designation may be changed only with the written consent of the irrevocable beneficiary. We must receive all changes in writing at our Administrative Office. No change takes effect unless recorded by us at our Administrative Office. Upon being recorded by us, any change takes effect on the date the request was signed. All changes are subject to any payment we make before we record the change.

DEATH OF BENEFICIARY

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

PREMIUM PAYMENT AND REINSTATEMENT PROVISIONS

PAYMENT OF PREMIUMS

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

PREMIUMS

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

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

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

AMOUNT AND FREQUENCY

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

PREMIUM LIMITS

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

GRACE PERIOD

We allow a 60 day grace period, if on any monthly due date, the net cash value is not sufficient to cover the current monthly deduction. The net cash value of this policy equals the Account Value less the surrender charge less any outstanding policy loan(s).

We will mail a notice of the premium required to continue this policy at least 30 days before the end of the grace period to your last known address, and the last known address of any assignee of record. If such premium is not received by us before the end of the grace period, this policy will lapse without value. If the Insured dies during the grace period, we will deduct the amount of any unpaid monthly deductions from the death proceeds. This policy continues in force during the grace period unless surrendered.

LAPSE

If you do not pay sufficient premium within the grace period, all coverage under this policy, including additional benefits or riders, terminates without value.

We guarantee that this policy will not end under the Grace Period and Lapse provisions during the Minimum Premium Period specified on the Policy Data Page if you meet the minimum premium test for that Minimum Premium Period. The minimum premium test is satisfied if the sum of the premiums paid to date, less any withdrawals and policy loans, equals or exceeds the applicable Minimum Monthly Premium specified on the Policy Data Page times the number of monthly due dates from the Policy Date to such date. This minimum premium test must be satisfied on each monthly due date. If at any monthly due date the minimum premium test is not satisfied and the net cash value is not sufficient to cover the currently monthly deduction, this policy will enter the grace period and the Grace Period and Lapse provisions will apply. After the Minimum Premium Period, continued payment of the Minimum Monthly Premium may or may not be sufficient to maintain this policy until the Insured's death.

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

REINSTATEMENT

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

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

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

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

The Incontestability provision will apply from the effective date of reinstatement, such date replacing the Policy Date in the Incontestability provision. If this policy has been in force for two years from the Policy Date and the Insured is alive two years from the Policy Date, it will be contestable only as to statements made in the reinstatement application.

DEATH BENEFIT PROVISIONS

DEATH BENEFIT

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

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

DEATH BENEFIT OPTIONS

OPTION 1. The death benefit is the greater of:

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

OPTION 2. The death benefit is the greater of:

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

DEATH BENEFIT COMPLIANCE TEST

Death Benefit Compliance Tests are used to determine if a policy will qualify as life insurance under applicable tax laws. There are two compliance tests which may be used:

- a) the Guideline Premium Test; and
- b) the Cash Value Accumulation Test.

The test which you selected when this policy was issued is shown on the Policy Data Page. You cannot change your election of the Death Benefit Compliance Test after the Policy Date.

MINIMUM DEATH BENEFIT

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

DEATH PROCEEDS

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

We will pay the death proceeds to the beneficiary:

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

Death proceeds will be paid in a single sum unless a payment option is elected as described in the Payment Options Provisions of this policy.

We will pay death proceeds on the death of any person(s) insured by any rider attached to this policy as provided in the rider.

INTEREST ON DEATH PROCEEDS

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

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

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

POLICY CHANGE PROVISIONS

CHANGE IN FACE AMOUNT

After the first policy year, you may request to change the Face Amount, subject to our approval, by sending a written request to our Administrative Office, subject to the following conditions:

a) **Face Amount decreases**

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

We will apply decreases in the following order:

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

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

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

b) Face Amount increases

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

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

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

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

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

CHANGE IN DEATH BENEFIT OPTION

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

After the first policy year, you may change from Death Benefit Option 2 to Death Benefit Option 1. The new Face Amount will be the death benefit under Death Benefit Option 2 on the effective date of the change.

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

CHANGE IN RATE CLASS

You may request a change in the Rate Class of the Insured or any Covered Insured under a rider attached to this policy at any time while this policy is in force by sending a written request to our Administrative Office. Evidence of the Insured's and/or Covered Insured's insurability under the requested rate class must be submitted to us. All changes in the Rate Class are subject to our then current underwriting rules, issue amounts, and age limits. A request becomes effective on the monthly due date on or immediately preceding the date of our approval of your request. We will send you revised Policy Data Pages based on the new rate classification.

ADDITION OF RIDERS

You may request that additional benefits provided by riders be added to this policy after the Policy Date, by sending a written request to our Administrative Office. Evidence of insurability may be required depending on the rider you choose to add. The addition of any rider is subject to its availability with the policy to which it will be attached at the time the request is received and our then current underwriting rules, issue amounts, and age limits. Upon our approval, a request becomes effective on the monthly due date on or immediately preceding the date of our approval of your request. We will send you the requested rider form and revised Policy Data Pages based on the new rider.

NONFORFEITURE PROVISIONS

ACCOUNT VALUE

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

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

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

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

MONTHLY DEDUCTION

We calculate monthly deductions for a policy month as:

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

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

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

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

MONTHLY COST OF INSURANCE

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

- A is the cost of insurance rate as described in the Cost of Insurance Rates provision.
- B is the death benefit on the monthly due date divided by the Interest Factor shown on the Policy Data Page.
- C is the Account Value on the monthly due date before deduction of the monthly cost of insurance.

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

COST OF INSURANCE RATES

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

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

INTEREST RATES

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

CASH VALUE

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

SURRENDER CHARGE

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

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

NET CASH VALUE

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

SURRENDER

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

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

WITHDRAWALS

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

The amount of the withdrawal will equal the amount paid to you plus any applicable withdrawal charge. Each policy year starting in the Free Withdrawal Start year shown on the Policy Data Page, you are eligible for a penalty free withdrawal. A penalty free withdrawal is a withdrawal made without incurring a withdrawal charge. The penalty free withdrawal amount on the date of withdrawal is equal to the Free Withdrawal Percentage shown on the Policy Data Page multiplied by the cash value as of the date of the withdrawal less any prior penalty free withdrawals taken in that policy year, but not less than zero. If less than the Free Withdrawal Percentage is withdrawn in any policy year, the remaining amount does not roll over to future policy years.

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

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

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

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

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

WITHDRAWAL CHARGE

The withdrawal charge is equal to $A \times (B-D) / (C-D) + E$ where:

- A is the surrender charge on the date of withdrawal.
- B is the amount withdrawn from the Account Value.
- C is the cash value on the date of withdrawal.
- D is the penalty free withdrawal amount on the date of withdrawal.
- E is a withdrawal fee up to \$25.00.

TERMINATION OF INSURANCE

This policy terminates when any one of the following occurs:

- a) we receive your written request for full surrender;
- b) the Insured dies; or
- c) the required premium has not been paid when the grace period ends.

BASIS OF COMPUTATIONS

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

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

LOAN PROVISIONS

POLICY LOAN

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

The maximum amount available for a policy loan is:

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

If policy loan(s) exceed the cash value, the Grace Period provision of this policy will apply. We will mail a notice of the premium required to continue this policy at least 30 days before the end of the grace period to your last known address, and the last known address of any assignee of record. If such premium is not received by us before the end of the grace period, this policy will lapse without value.

We will notify you of:

- a) the loan interest rate at the time the policy loan is made; and
- b) any loan interest rate change on existing policy loans. The change will be effective on the policy anniversary.

We will send notification of the change to you not less than 31 days before making the change.

LOAN INTEREST

Loan interest is payable in advance at the time of the new loan and on each policy anniversary through the next policy anniversary and accrues daily at the annual interest rate we establish. Interest not paid when due will be added to the policy loan and will bear interest at the rate then in effect.

We calculate loan interest at the following rates:

- a) The Annually Declared Loan Rate per annum payable in advance, for any loans made during the first ten policy years, or on the balance of any policy loan made after the tenth policy year in excess of the maximum of:
 - 1) 10% of the net cash value; or
 - 2) the net cash value less the sum of all premiums paid plus the sum of all withdrawals.

We will add any unpaid interest to this policy loan and it will bear interest at the same rate as this loan. We may change the Annually Declared Loan Rate from time to time. It will be no greater than the Maximum Annually Declared Loan Rate shown on the Policy Data Page. The new rate will apply to all new and outstanding loans other than those described in b) below.

b) The Minimum Annually Declared Loan Rate shown on the Policy Data Page per annum payable in advance, for any loans made after the tenth policy year on any new policy loan made that does not exceed the maximum of:

- 1) 10% of the net cash value; or
- 2) the net cash value less the sum of all premiums paid plus the sum of all withdrawals.

We will add any unpaid interest to this policy loan and it will bear interest at the same rate as this loan.

We will credit interest at least annually at the Guaranteed Interest Rate shown on the Policy Data Page on the outstanding balance of any policy loans under the Annually Declared Loan Interest Option.

REPAYMENT

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

You may not make partial repayment of any loan less than \$10.00 except with our consent. Unless otherwise designated, any payment received will be treated as a loan repayment to the extent a loan is outstanding.

PAYMENT OPTIONS PROVISIONS

ELECTION OF OPTIONS

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

GENERAL CONDITIONS

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

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

DESCRIPTION OF PAYMENT OPTIONS

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

● **Interest income.** Proceeds may be left with us until death of the payee or for a fixed number of years not in excess of 30. Interest will be calculated on the proceeds at the current rate we set but not less than 1.5%. The interest may be left with us to accumulate or the payee may request to receive interest payments periodically.

● **Life income.** Periodic payments will be made during the lifetime of the payee. A guaranteed payment period can be selected. Payments will not be less than shown in the Payment Option Table that follows. In the event of the death of the payee during the guaranteed payment period, payments will be continued to a beneficiary named by the payee for the remainder of the guaranteed payment period. With our approval, proceeds may be applied under any other payment option in use by us at the time of settlement.

● **Other Options.** Additional payment options are available upon request including joint and 50% survivor life income. You may contact us for the rates and terms of any additional payment options.

REQUIREMENTS FOR PAYMENTS

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

SUPPLEMENTARY CONTRACT

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

PAYMENT OPTION TABLE

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

MALE	LIFE	10 YEAR CERTAIN & LIFE	FEMALE	LIFE	10 YEAR CERTAIN & LIFE
50	3.06	3.05	50	2.84	2.84
51	3.12	3.11	51	2.90	2.89
52	3.19	3.17	52	2.95	2.94
53	3.26	3.24	53	3.01	3.00
54	3.33	3.31	54	3.07	3.06
55	3.41	3.38	55	3.14	3.13
56	3.49	3.46	56	3.21	3.19
57	3.57	3.54	57	3.28	3.26
58	3.66	3.62	58	3.35	3.33
59	3.75	3.71	59	3.43	3.41
60	3.85	3.81	60	3.52	3.49
61	3.96	3.90	61	3.61	3.58
62	4.07	4.01	62	3.70	3.67
63	4.19	4.12	63	3.80	3.77
64	4.32	4.23	64	3.91	3.87
65	4.46	4.35	65	4.02	3.97
66	4.61	4.48	66	4.15	4.09
67	4.76	4.61	67	4.28	4.21
68	4.93	4.75	68	4.41	4.33
69	5.10	4.89	69	4.56	4.47
70	5.29	5.04	70	4.72	4.61
71	5.49	5.20	71	4.90	4.76
72	5.70	5.36	72	5.08	4.91
73	5.92	5.52	73	5.28	5.08
74	6.16	5.69	74	5.50	5.25
75	6.41	5.86	75	5.73	5.43
76	6.69	6.04	76	5.98	5.62
77	6.98	6.22	77	6.24	5.81
78	7.29	6.41	78	6.53	6.01
79	7.62	6.59	79	6.85	6.21
80	7.98	6.78	80	7.18	6.42
81	8.36	6.96	81	7.55	6.62
82	8.77	7.14	82	7.95	6.83
83	9.21	7.32	83	8.38	7.04
84	9.69	7.49	84	8.84	7.24
85	10.20	7.66	85	9.35	7.43
86	10.74	7.82	86	9.90	7.62
87	11.34	7.97	87	10.49	7.80
88	11.98	8.12	88	11.14	7.96
89	12.66	8.25	89	11.83	8.12
90	13.40	8.38	90	12.56	8.27
91	14.18	8.49	91	13.34	8.40
92	15.02	8.59	92	14.17	8.52
93	15.92	8.68	93	15.05	8.62
94	16.91	8.75	94	16.01	8.70
95	18.02	8.81	95	17.07	8.78

This table is based on the Annuity 2000 Mortality Table projected for 20 years using 100% of Projection Scale G, at 1.5% interest, compounded annually. Guaranteed payments for ages not shown in the table are available upon request.



AVIVA

Aviva Life and Annuity Company

Home Office: [7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3842]

Administrative Office: [7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3842]
[1-800-800-9882]

**FLEXIBLE PREMIUM ADJUSTABLE
LIFE INSURANCE**

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

[POLICY DATA PAGE (continued)]

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

TABLE OF MINIMUM DEATH BENEFITS

POLICY YEAR	ATTAINED AGE OF INSURED	PERCENTAGE OF ACCOUNT VALUE	POLICY YEAR	ATTAINED AGE OF INSURED	PERCENTAGE OF ACCOUNT VALUE
[1	35	489.02%	34	68	171.94%
2	36	472.17%	35	69	167.70%
3	37	455.91%	36	70	163.62%
4	38	440.21%	37	71	159.72%
5	39	425.10%	38	72	155.97%
6	40	410.54%	39	73	152.43%
7	41	396.50%	40	74	149.07%
8	42	383.00%	41	75	145.88%
9	43	370.04%	42	76	142.83%
10	44	357.60%	43	77	139.92%
11	45	345.67%	44	78	137.17%
12	46	334.24%	45	79	134.56%
13	47	323.26%	46	80	132.13%
14	48	312.73%	47	81	129.84%
15	49	302.54%	48	82	127.71%
16	50	292.69%	49	83	125.71%
17	51	283.19%	50	84	123.84%
18	52	274.06%	51	85	122.08%
19	53	265.30%	52	86	120.44%
20	54	256.89%	53	87	118.92%
21	55	248.86%	54	88	117.52%
22	56	241.21%	55	89	116.23%
23	57	233.91%	56	90	115.04%
24	58	226.93%	57	91	113.93%
25	59	220.22%	58	92	112.85%
26	60	213.77%	59	93	111.78%
27	61	207.60%	60	94	110.70%
28	62	201.71%	61	95	109.55%
29	63	196.11%	62	96	108.27%
30	64	190.80%	63	97	106.71%
31	65	185.75%	64	98	104.71%
32	66	180.94%	65	99	101.97%
33	67	176.35%	66	100 and older	101.97%]]

PAYMENT OPTION TABLE

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

AGE	LIFE	10 YEAR CERTAIN & LIFE
50	2.95	2.94
51	3.01	3.00
52	3.07	3.06
53	3.14	3.12
54	3.20	3.19
55	3.27	3.25
56	3.35	3.33
57	3.42	3.40
58	3.51	3.48
59	3.59	3.56
60	3.69	3.65
61	3.78	3.74
62	3.89	3.84
63	4.00	3.94
64	4.12	4.05
65	4.24	4.17
66	4.37	4.29
67	4.52	4.41
68	4.67	4.54
69	4.83	4.68
70	5.00	4.83
71	5.19	4.98
72	5.39	5.14
73	5.60	5.30
74	5.82	5.47
75	6.07	5.65
76	6.33	5.83
77	6.61	6.02
78	6.91	6.21
79	7.23	6.40
80	7.58	6.60
81	7.95	6.80
82	8.35	6.99
83	8.79	7.18
84	9.26	7.37
85	9.77	7.55
86	10.32	7.72
87	10.91	7.89
88	11.55	8.04
89	12.24	8.19
90	12.98	8.32
91	13.76	8.45
92	14.59	8.56
93	15.48	8.65
94	16.46	8.73
95	17.54	8.80

This table is based on the Annuity 2000 Mortality Table projected for 20 years using 100% of Projection Scale G, at 1.5% interest, compounded annually, assuming 50% of the payees are male and 50% of the payees are female. Guaranteed payments for ages not shown in the table are available upon request.

SERFF Tracking Number: NDPL-126620887 State: Arkansas
 Filing Company: Aviva Life and Annuity Company State Tracking Number: 45890
 Company Tracking Number: 2UEG10
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 2UEG10
 Project Name/Number: 2UEG10/2UEG10

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachment:

AR Readability Cert.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

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

Item Status: **Status Date:**

Satisfied - Item: Certifications

Comments:

Pending Rates Certification.

Attachments:

AR Reg 19 cert.pdf

AR Reg 34 cert.pdf

AR Reg 49 cert.pdf

Item Status: **Status Date:**

Satisfied - Item: Guaranteed COI Rates

Comments:

Attachment:

Guaranteed COIs.pdf

Item Status: **Status**

SERFF Tracking Number: NDPL-126620887 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 45890
Company Tracking Number: 2UEG10
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 2UEG10
Project Name/Number: 2UEG10/2UEG10

Date:

Satisfied - Item: Explanation of Variability

Comments:

Attachment:

AR, NM Aviva LifeStage UL EOv.pdf

AR

ARKANSAS READABILITY CERTIFICATION

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

**FORM NUMBER
AND NAME**

FLESCH SCORE

Form 2UEG10 – Flexible Premium Adjustable Life Insurance

51.2

Aviva Life and Annuity Company



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

5/18/10

Date

RD/CRT/AR

**Arkansas Certification
Regulation 19**

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

Aviva Life and Annuity Company



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

5/18/10

Date

Form Numbers

Form 2UEG10 – Flexible Premium Adjustable Life Insurance

Regulation 19

**Arkansas Certification
Regulation 34**

I certify that this submission meets the provisions of Arkansas Rule and Regulation 34.

Aviva Life and Annuity Company



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

5/18/10

Date

Form Numbers

Form 2UEG10 – Flexible Premium Adjustable Life Insurance

Regulation 34

**Arkansas Certification
Regulation 49**

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

Aviva Life and Annuity Company



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

5/18/10

Date

Form Numbers

Form 2UEG10 – Flexible Premium Adjustable Life Insurance

Guaranteed Cost of Insurance Charges
Form Number 2UEG10

Aviva LifeStage UL

<u>Attained Age</u>	<u>Male</u>		<u>Female</u>	
	<u>Standard Nontobacco</u>	<u>Standard Tobacco</u>	<u>Standard Nontobacco</u>	<u>Standard Tobacco</u>
0	0.97051	0.00000	0.48012	0.00000
1	0.56017	0.00000	0.35007	0.00000
2	0.39008	0.00000	0.26004	0.00000
3	0.27004	0.00000	0.20002	0.00000
4	0.21002	0.00000	0.19002	0.00000
5	0.21002	0.00000	0.18002	0.00000
6	0.22003	0.00000	0.18002	0.00000
7	0.22003	0.00000	0.21002	0.00000
8	0.22003	0.00000	0.21002	0.00000
9	0.23003	0.00000	0.21002	0.00000
10	0.23003	0.00000	0.22003	0.00000
11	0.27004	0.00000	0.23003	0.00000
12	0.33006	0.00000	0.27004	0.00000
13	0.39008	0.00000	0.30005	0.00000
14	0.47012	0.00000	0.33006	0.00000
15	0.61020	0.00000	0.35007	0.00000
16	0.74030	0.00000	0.39008	0.00000
17	0.85039	0.00000	0.41009	0.00000
18	0.92046	1.11067	0.42010	0.50014
19	0.94048	1.21079	0.45011	0.54016
20	0.95049	1.27087	0.45011	0.58018
21	0.95049	1.33096	0.46011	0.61020
22	0.95049	1.40106	0.48012	0.65023
23	0.96050	1.46116	0.48012	0.67024
24	0.97051	1.54129	0.50014	0.72028
25	0.98052	1.63144	0.50014	0.77032
26	1.02056	1.71159	0.53015	0.81036
27	1.07062	1.81178	0.57018	0.87041
28	1.05060	1.82180	0.58018	0.92046
29	1.03058	1.81178	0.62021	0.99053
30	1.02056	1.80176	0.64022	1.03058
31	1.01055	1.80176	0.68025	1.12068
32	1.01055	1.82180	0.72028	1.19077
33	1.04059	1.87190	0.76031	1.28089
34	1.06061	1.94204	0.82036	1.39105
35	1.09064	2.00217	0.89043	1.53127
36	1.15072	2.11242	0.95049	1.65148
37	1.20078	2.23270	1.03058	1.79174
38	1.29090	2.40313	1.07062	1.88192
39	1.37102	2.57358	1.13069	2.00217
40	1.46116	2.77416	1.20078	2.12244
41	1.58135	3.03498	1.27087	2.26277
42	1.73162	3.33602	1.35099	2.43320
43	1.90196	3.69739	1.45114	2.63375
44	2.10239	4.12922	1.57134	2.86444
45	2.33295	4.58135	1.71159	3.13532

Guaranteed Cost of Insurance Charges
Form Number 2UEG10

Aviva LifeStage UL

<u>Attained Age</u>	<u>Male</u>		<u>Female</u>	
	<u>Standard Nontobacco</u>	<u>Standard Tobacco</u>	<u>Standard Nontobacco</u>	<u>Standard Tobacco</u>
46	2.55353	5.00353	1.87190	3.43639
47	2.79422	5.47621	2.07232	3.81788
48	2.93466	5.73779	2.29285	4.28995
49	3.09518	6.03971	2.53347	4.82257
50	3.32598	6.47264	2.81429	5.40580
51	3.59700	6.98637	3.12528	6.03971
52	3.96852	7.69195	3.47654	6.73450
53	4.37033	8.48890	3.85805	7.47014
54	4.88289	9.48859	4.25981	8.27699
55	5.51645	10.62085	4.69190	9.12494
56	6.16051	11.77476	5.19459	10.03433
57	6.85539	13.00110	5.71767	11.00533
58	7.44998	13.96507	6.28132	11.94695
59	8.13574	15.08250	6.84531	12.99095
60	8.96337	16.43539	7.42981	14.07675
61	9.97367	18.11653	8.06512	15.20448
62	11.20775	20.14818	8.76144	16.47610
63	12.59551	22.40967	9.47849	17.74948
64	14.05644	24.72806	10.25676	19.09607
65	15.60104	27.02138	11.11665	20.56731
66	17.16860	29.23783	12.06852	22.13308
67	18.75923	31.39752	13.11266	23.89646
68	20.47529	33.67634	14.27984	25.83801
69	22.25600	35.93999	15.56036	27.94855
70	24.41997	38.68872	16.97506	30.31188
71	26.84635	41.70714	18.60617	33.01283
72	30.04325	45.82760	20.43439	36.00237
73	33.42747	49.98759	22.41991	39.23110
74	37.00103	54.20874	24.60481	42.78528
75	40.92287	59.14184	27.03168	46.37418
76	45.21834	64.42288	29.70241	50.30430
77	50.23039	70.56475	32.65018	54.54811
78	56.11933	77.71494	35.91920	59.14184
79	62.96599	85.91848	39.46067	64.13346
80	70.48921	94.75979	43.43487	69.54008
81	79.12982	104.76015	48.85886	77.20393
82	88.21443	114.95964	55.01495	85.60035
83	98.11096	125.77572	61.19082	93.85195
84	109.19322	137.68089	68.06438	102.80286
85	121.73063	151.88067	75.86795	111.90836
86	135.82695	167.67581	83.00454	119.56674
87	151.46859	184.96128	93.85195	131.84187
88	168.52655	203.47943	105.32013	144.25724
89	186.86640	223.03067	117.70300	156.91088
90	206.39566	243.39949	129.26353	167.26868
91	225.14204	262.15030	135.16737	169.53406

**Guaranteed Cost of Insurance Charges
Form Number 2UEG10**

Aviva LifeStage UL

<u>Attained Age</u>	<u>Male</u>		<u>Female</u>	
	<u>Standard Nontobacco</u>	<u>Standard Tobacco</u>	<u>Standard Nontobacco</u>	<u>Standard Tobacco</u>
92	245.08877	281.67344	146.88909	178.84471
93	266.59741	302.28541	164.55505	194.04530
94	289.86166	324.14792	187.34329	213.80158
95	314.93046	348.94753	216.25803	244.49068
96	338.46730	371.39015	244.56867	273.44835
97	364.22388	395.63937	274.62857	303.46071
98	392.50397	421.93077	279.87693	304.92842
99	423.64046	450.51490	297.65377	319.95729
100	458.10143	481.66160	326.58332	346.36728
101	486.36004	505.93420	358.42979	375.41144
102	517.41222	532.20533	395.25831	408.43957
103	551.59552	560.58740	437.07884	445.18526
104	589.34346	591.37847	485.33813	486.69532
105	630.58614	632.57312	540.39681	541.74518
106	676.44805	678.38790	600.29688	601.61814
107	727.68596	729.60110	665.75654	667.06890
108	785.25840	787.10665	736.36628	737.66848
109	850.34877	852.17687	815.74877	817.04286
110	924.48018	926.26631	904.14147	905.42786
111	1000.00000	1000.00000	997.22037	998.51976
112	1000.00000	1000.00000	1000.00000	1000.00000
113	1000.00000	1000.00000	1000.00000	1000.00000
114	1000.00000	1000.00000	1000.00000	1000.00000
115	1000.00000	1000.00000	1000.00000	1000.00000
116	1000.00000	1000.00000	1000.00000	1000.00000
117	1000.00000	1000.00000	1000.00000	1000.00000
118	1000.00000	1000.00000	1000.00000	1000.00000
119	1000.00000	1000.00000	1000.00000	1000.00000
120	1000.00000	1000.00000	1000.00000	1000.00000

Explanation of Variable Material Flexible Premium Adjustable Life Insurance with Indexed Feature Form 2UEG10

Explanation of Variable Material: All material that we consider variable is shown contained in brackets in the policy. Variable information is information that is unique to the specific Policy or Rider issued and information that can be changed for all new issues of the Policy without re-filing. Most of the variable material found on the policy cover and the data pages is personal information (John Doe information) relative to the particular policy. This document summarizes the other variable material and explains the timing, frequency, and basis for all potential variations.

DATA PAGE FIELD	EXPLANATION	RANGE
Company Home Office Address, Administrative Office Address and Phone Number	These items are marked as variable to enable us to update the policy without re-filing should any of these items change in the normal course of business.	N/A
Death Benefit Compliance Test	The death benefit compliance test the policy is issued under and is chosen by the Owner at issue. The election cannot be changed after issue. Will be shown as either "Guideline Premium Test" or "Cash Value Accumulation Test" on the policy data page.	N/A
Death Benefit Option	This will be shown as either "Option 1" or "Option 2" on the policy data page.	N/A
Minimum Monthly Premium	During the Minimum Premium Period, if this contractually stated premium times the number of policy months from the Policy Date to date is less than or equal to the sum of the premiums paid to date, less any withdrawals and policy loans, then the Insurer guarantees that the policy will not end under the grace and lapse provisions. This premium is not changed by the Insurer once the policy is issued unless the policy owner initiates an adjustment to the policy, at which point the premium can be changed. Any change to the premium resulting from an owner-initiated adjustment will be communicated with the adjustment and cannot be changed again by the insurer unless the policy owner initiates another change. Future policies may have a larger or smaller premium that differs from in force policies.	\$5.00 to unlimited, due to unlimited face amount limits
Minimum Premium Period	The period of time during which the Minimum Monthly Premium must be paid to satisfy the minimum premium test. Currently, the minimum premium periods vary by issue age as follows: ages 0-35 = 20 years; ages 36-55 = 15 years; ages 56-75 = 10 years; ages 76 and over = 5 years. The minimum premium period will not change on an in force policy. It may differ between new and in force policies.	2 years to 30 years.
Non-transferable paragraphs	This section will only print for cases issued on a qualified basis.	N/A
Benefit	Optional benefit riders may be added to the policy. Such riders may be listed here.	N/A

Maximum Annually Declared Loan Rate	The maximum loan interest rate that may be applied under the Annually Declared Loan Interest Option. This interest rate is payable in advance. It is the same rate for new and in force policies and will not change.	The Minimum Annually Declared Loan Rate to 10%.
Minimum Annually Declared Loan Rate	The minimum loan interest rate that may be applied under the Annually Declared Loan Interest Option after the 10 th policy year on any new policy loan that does not exceed the maximum of 10% of the net cash value or the net cash value plus withdrawals less premiums. This interest rate is payable in advance. It will not change on an in force policy. It may differ between new and in force policies.	The Guaranteed Interest Rate to the Maximum Annually Declared Loan Rate
Minimum Face Amount	The smallest possible Face Amount allowed following a requested decrease or a withdrawal. It will not change on an in force policy. It may differ between new and in force policies.	\$10,000 to \$250,000
Interest Factor	Discount factor applied to the death benefit in the monthly cost of insurance calculation. It is equal to one month's interest at the Guaranteed Interest Rate plus 1. It will not change on an in force policy. It may differ between new and in force policies.	N/A
Maximum Monthly Policy Charge	The maximum value for that portion of the monthly deduction associated with per policy expense loading. It will not change on an in force policy. It may differ between new and in force policies.	\$0.00 to \$50.00
Minimum Net Premium	The portion of the paid premiums that is added to the Basic Interest Strategy when received.	80% to 100%
Free Withdrawal Percentage	The percent of account value that can be withdrawn without incurring a surrender charge each policy year. This percentage will be set at policy issue and will not change on an in force policy.	0% to 25%
Maximum Monthly per \$1000 of Face Amount Rate	The maximum rate per \$1,000 of face amount for that portion of the monthly deduction associated with face amount expense loading. It will not decrease with respect to face amount decreases on an in force policy. It will increase with respect to face amount increases on an in force policy. It may differ between new and in force policies.	\$0.00 to \$125.00
Table of Surrender Charges	The source of the surrender charges which, when subtracted from the Account Value, produce the cash value of the policy. The tabular rates are per \$1,000 of Face Amount. They will not decrease with respect to face amount decreases on an in force policy. They will increase with respect to face amount increases on an in force policy. They may differ between new and in force policies, but will never be greater than the surrender charges permitted under the standard non-forfeiture law.	\$0.00 to unlimited, due to unlimited face amount limits
Table of Monthly Guaranteed Maximum Cost of Insurance Rates	The highest guaranteed rates that the Insurer will apply to calculate the monthly cost of insurance. These rates are based on the 2001 CSO Male and Female, Nonsmoker and Smoker Tables. They will not differ between new and in force policies of the same issue ages, genders and underwriting classes.	0.00 to 83.33333

<p>Table of Minimum Death Benefits</p>	<p>The minimum death benefit percentages required under either the guideline premium test or the cash value accumulation test. The appropriate factors will print depending on which death benefit compliance test is chosen. If the guideline premium test is chosen, the percentages will be set as determined by the IRS. They will not change on an in force policy. They may differ between new and in force policies. New policies will receive factors compliant with IRS published factors at the time of issue. If the cash value accumulation test is chosen, the percentages will vary by male/female, smoker/non-smoker and substandard rating. They will not differ between new and in force policies of the same issue age, sex and underwriting class.</p>	<p>Range is 100% to 2500%</p>
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