

SERFF Tracking Number: NDPL-127689433 State: Arkansas  
 Filing Company: Aviva Life and Annuity Company State Tracking Number: 50113  
 Company Tracking Number: FORM 2JBB12  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)  
 Adjustable Life  
 Product Name: Form 2JBB12  
 Project Name/Number: Form 2JBB12 /Form 2JBB12

## Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: Form 2JBB12

TOI: L09I Individual Life - Flexible Premium  
 Adjustable Life

Sub-TOI: L09I.002 Joint (Last Survivor)

Filing Type: Form

SERFF Tr Num: NDPL-127689433 State: Arkansas

SERFF Status: Closed-Approved State Tr Num: 50113

Co Tr Num: FORM 2JBB12

State Status: Approved-Closed

Reviewer(s): Donna Lambert, Linda Bird

Authors: Laurel Colton, Ben Warren, Jason Kaster

Disposition Date: 11/29/2011

Date Submitted: 10/27/2011

Disposition Status: Approved

Implementation Date: 12/29/2011

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: Form 2JBB12

Project Number: Form 2JBB12

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 10/27/2011

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 11/29/2011

State Status Changed: 11/29/2011

Created By: Jason Kaster

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Jason Kaster

Filing Description:

Forms in Filing:

Form 2JBB12 – Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature

Form 2JNLGB12 – Survivor No Lapse Guarantee Rider

Form 2JLPUB12 – Survivor Life Protector Paid Up Rider

Form 2JDTB12 – Joint First Death Decreasing Term Life Insurance Rider

Form 2JTLB12 – Joint First Death Term Life Insurance Rider

17949 (2/12) - Joint Life Insurance Application

SERFF Tracking Number: NDPL-127689433 State: Arkansas  
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## 18089 (2/12) – Conditional Joint Life Insurance Agreement

Forms will be used with previously approved forms :

Form 2JTRF06 – Survivor Term Life Insurance Rider

Form 2J4YTF06 – Survivor Four Year Term Insurance Rider

Form 2JPSOF06 – Policy Split Option Rider

Form 2JROPF06 – Survivor Death Benefit Return of Premium Rider (DBROP)

Form 2SCMAF06 – 1 Year Monthly Average Indexed Strategy Endorsement

Form 2SCMCF06 – 1 Year Monthly Cap Indexed Strategy Endorsement

Form 2SCMIF06 – 1 Year Average Multiple Index Strategy Endorsement

Please find enclosed the above-referenced forms for your review and approval.

Form 2JBB12: This form is a non-participating, last survivor universal life policy providing life insurance coverage on two Insureds with the death benefit payable upon the second death that occurs while this policy is in force. This policy provides for a basic interest strategy with interest at a guaranteed rate of 2.0%, fixed-term strategies with interest rate fixed for a certain period, and indexed strategies. Additional fixed-term and/or indexed strategies may be added by endorsement. Various policy features allow the death benefit to be adjusted, flexible premiums to be paid, policy 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, Age-Nearest Birthday, Gender-Distinct, Smoker-Distinct mortality tables, Fraiserized to reflect the joint status.

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 20 U with unisex payout option rates will be used for policies issued on a qualified basis. A copy of 20 U is attached to the back of the policy for your information.

The issue ages for both Insureds for this policy are ages 20-90. The minimum base policy face amount is \$250,000.

The previously approved endorsements Form 2SCMAF06, Form 2SCMCF06, and Form 2SCMIF06 may be used with Form 2JBB12 to provide additional strategy options which provide for crediting of interest credits at 12 month intervals.

Form 2JNLGB12: This rider provides for an extended no-lapse guarantee through the use of a shadow fund starting in the first policy year. With this rider, the policy will not terminate under the Grace Period and Lapse provisions of the policy if the NLG values test requirement is satisfied. The NLG values test is satisfied if the NLG Value minus any outstanding policy loan(s) is greater than zero. This is an optional rider and may be elected only at issue. The issue ages for both Insureds for this rider are ages 20-90.

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Sample policy data pages are included within Form 2JBB12 to demonstrate how the Rider will be shown when issued. This Rider will be shown in the same format regardless of the underlying base policy this Rider is issued with. In addition, a list of the previously approved riders available to be issued with this Rider and which affect the shadow fund is attached to the Supporting Documentation tab.

This rider will be available with Form 2JBB12 and future joint universal life products.

Form 2JLPUB12: This rider will prevent the policy from entering the grace period as a result of the outstanding policy loan exceeding the account value less the surrender charge on any monthly due date subject to certain conditions as outlined in the rider. If the conditions are met, the policy will automatically become paid up coverage.

This is an optional rider that may be added only at the policy owner's request either at issue or after issue. The issue ages for both Insureds for this rider are 20-90 years.

This rider will be available with Form 2JBB12 and future joint universal life products.

Form 2JTDB12: This rider provides an annually decreasing amount of additional term coverage over a specified duration on the lives of both Insureds with the death benefit payable upon the first Insured's death. The Insured specifies the initial Face Amount for the rider and the Rider Duration at time of application. The rider face amount then decreases proportionally each year as the duration decreases. For example, if the initial Face Amount is \$100,000 and the Rider Duration is 10 years, the rider Face Amount will decrease by \$10,000 each year.

This is an optional rider and may be elected only at issue. The issue ages for both Insureds for this rider are ages 20-70. The minimum rider face amount is \$50,000.

This rider will be available with Form 2JBB12 and future joint universal life products.

Form 2JTLB12: This rider provides a level amount of additional term coverage on the lives of both Insureds with the death benefit payable upon the first Insured's death.

This is an optional rider and may be elected only at issue. The issue ages for both Insureds for this rider are ages 20-70. The minimum rider face amount is \$100,000.

This rider will be available with Form 2JBB12 and future joint universal life products.

17949 (2/12): This is the application that will be used in conjunction with Form 2JBB12 and future joint universal life products.

SERFF Tracking Number:	NDPL-127689433	State:	Arkansas
Filing Company:	Aviva Life and Annuity Company	State Tracking Number:	50113
Company Tracking Number:	FORM 2JBB12		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.002 Joint (Last Survivor)
Product Name:	Form 2JBB12		
Project Name/Number:	Form 2JBB12 /Form 2JBB12		

18089 (2/12): This is the conditional agreement that will be used in conjunction with Form 2JBB12 and future joint universal life products.

These forms are new and do not replace any forms previously approved by your department. These forms are written in simplified and readable language and do not contain any unusual or possible controversial items from normal company or industry standards.

These forms are submitted in final printed format except for slight font and formatting variations which may occur due to production on our high-speed mainframe printer. The company takes care to assure that the impact of printer-based variations are minimized.

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

## Company and Contact

### Filing Contact Information

Ben Warren, Product Compliance Analyst	ben.warren@avivausa.com
Aviva Life and Annuity Company	515-342-6132 [Phone]
7700 Mills Civic Parkway	
West Des Moines, IA 50266-3862	

### Filing Company Information

Aviva Life and Annuity Company	CoCode: 61689	State of Domicile: Iowa
7700 Mills Civic Parkway	Group Code: 44	Company Type:
West Des Moines, IA 50266-3842	Group Name:	State ID Number:
(800) 800-9882 ext. [Phone]	FEIN Number: 42-0175020	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$350.00
Retaliatory?	No
Fee Explanation:	7 forms x \$50 = \$350
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$350.00	10/27/2011	53254497

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 Project Name/Number: Form 2JBB12 /Form 2JBB12

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	11/29/2011	11/29/2011

### 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	Donna Lambert	11/07/2011	11/07/2011	Ben Warren	11/28/2011	11/29/2011

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Joint First Death Term Life Insurance Rider	Ben Warren	11/29/2011	11/29/2011
Form	Joint First Death Decreasing Term Life Insurance Rider	Ben Warren	11/29/2011	11/29/2011

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Change in Death Benefit Option	Note To Filer	Donna Lambert	11/07/2011	11/07/2011

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*Project Name/Number:* Form 2JBB12 /Form 2JBB12

## **Disposition**

Disposition Date: 11/29/2011

Implementation Date: 12/29/2011

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Health - Actuarial Justification	Approved	Yes
Supporting Document	Outline of Coverage	Approved	Yes
Supporting Document	Certifications	Approved	Yes
Supporting Document	List of Forms Affected by NLG Monthly Rider Charges Provision	Approved	Yes
Supporting Document	Guaranteed COIs	Approved	Yes
Supporting Document	Actuarial Memorandums	Approved	No
Supporting Document	Hedging Strategy	Approved	Yes
Supporting Document	Illustration Actuary Certifications	Approved	Yes
Supporting Document (revised)	Explanation of Variability	Approved	Yes
Supporting Document	Explanation of Variability	Replaced	Yes
Supporting Document	Agent Report (Filed for informational purposes only)	Approved	Yes
Supporting Document	Notice to Policy holder (Informational)	Approved	Yes
Form (revised)	Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature	Approved	Yes
Form	Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature	Replaced	Yes
Form	Survivor Life Protector Paid Up Rider	Approved	Yes
Form	Survivor No Lapse Guarantee Rider (NLG)	Approved	Yes
Form (revised)	Joint First Death Term Life Insurance Rider	Approved	Yes
Form	Joint First Death Term Life Insurance Rider	Replaced	Yes
Form (revised)	Joint First Death Decreasing Term Life Insurance Rider	Approved	Yes
Form	Joint First Death Decreasing Term Life Insurance Rider	Replaced	Yes
Form	Joint Life Insurance Application	Approved	Yes
Form	Conditional Joint Life Insurance	Approved	Yes

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**Agreement**

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 11/07/2011  
Submitted Date 11/07/2011  
Respond By Date 12/07/2011

Dear Ben Warren,

This will acknowledge receipt of the captioned filing.

External Indexed contracts are subject to the External Indexed Guidelines contained on our website under the Life and Health link. Please furnish certification that this filing is in compliance with these guidelines and provide the certifications required by these guidelines.

### Objection 1

- Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature, Form 2JBB12 (Form)

Comment: Thank you for your submission. Please address the following:

1. The maximum interest rate on policy loans is 8%. (Even though this amount is bracketed, please be aware that the maximum interest rate is 8%). Please add a statement regarding the 8% interest rate in the Policy Loan provision on page 17.
2. The maximum interest rate that can be charged on reinstatement premium is 6%. Please add this to the Reinstatement section.
3. Death Benefit Provisions, Death Proceeds provision: Please add a statement that 8% interest will be added to the death proceeds if settlement is made more than 30 days after proof is received. Unearned premium will also be paid, with interest, in a lump sum no later than 30 days after proof is received.
4. Add information required by 23-79-138. See Bulletin 15-2009.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

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Please feel free to contact me if you have questions.

Sincerely,  
Donna Lambert

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Adjustable Life  
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Project Name/Number: Form 2JBB12 /Form 2JBB12

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 11/28/2011  
Submitted Date 11/29/2011

Dear Linda Bird,

### Comments:

Thank you for your time reviewing our submission. Please find our response to the objections below.

### Response 1

Comments: 1. We have inserted "The Maximum Annually Declared Loan Rate will not exceed 8.0% per annum." in the Annually Declared Loan Interest Option provision on page 17. We have also updated the Explanation of Variable Material to reflect this change.

2. We have revised subpoint 'd)' of the Reinstatement provision on page 7 to "pay all premiums in arrears with interest at a rate not exceeding six percent per annum compounded annually; and".

3. To insure continued compliance throughout the life of the policy, we are requesting the Department consider approving the submitted form with the revised statement on page 9 of the Interest on Death Proceeds provision reading "We will pay interest on death proceeds as required by the law of the state of Arkansas." In the event the Department would change the interest rate as required by law, the policy may need amended to be in compliance with that law, and we believe the revised statement will maintain compliance with Arkansas laws and regulations.

4. We have included a Notice to Policyholder for your information. This will be included in all policies purchased in the state of Arkansas.

### Related Objection 1

Applies To:

- Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature, Form 2JBB12 (Form)

Comment:

Thank you for your submission. Please address the following:

1. The maximum interest rate on policy loans is 8%. (Even though this amount is bracketed, please be aware that the maximum interest rate is 8%). Please add a statement regarding the 8% interest rate in the Policy Loan provision on page 17.

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2. The maximum interest rate that can be charged on reinstatement premium is 6%. Please add this to the Reinstatement section.

3. Death Benefit Provisions, Death Proceeds provision: Please add a statement that 8% interest will be added to the death proceeds if settlement is made more than 30 days after proof is received. Unearned premium will also be paid, with interest, in a lump sum no later than 30 days after proof is received.

4. Add information required by 23-79-138. See Bulletin 15-2009.

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: Explanation of Variability

Comment:

Satisfied -Name: Notice to Policy holder (Informational)

Comment: Pending Attachment

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature	Form 2JBB12		Policy/Contract/Fraternal Certificate	Initial		50.200	2JBB12-AR.pdf
<b>Previous Version</b>							
Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature	Form 2JBB12		Policy/Contract/Fraternal Certificate	Initial		50.200	2JBB12-AR.pdf

No Rate/Rule Schedule items changed.

Thank you again for your time reviewing our response.

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Sincerely,  
Ben Warren, Jason Kaster, Laurel Colton

SERFF Tracking Number: NDPL-127689433 State: Arkansas  
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**Amendment Letter**

Submitted Date: 11/29/2011

**Comments:**

After submitting form 2JTLB12 and 2JDTB12, we discovered a typographic error on the form number on page 2 of both documents. We have attached the forms with the corrected error.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
Form 2JTLB12	Policy/Contract/Fraternal Death Certificate: Life Amendment, Insurance Insert Rider Page, Endorsement or Rider	Joint First Term	Initial				50.100	2JTLB12.pdf
Form 2JDTB12	Policy/Contract/Fraternal Death Certificate: Decreasing Amendment, Term Life Insurance Insert Rider Page, Endorsement or Rider	Joint First Term	Initial				50.500	2JDTB12.pdf

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**Note To Filer**

**Created By:**

Donna Lambert on 11/07/2011 09:39 AM

**Last Edited By:**

Donna Lambert

**Submitted On:**

11/29/2011 12:37 PM

**Subject:**

Change in Death Benefit Option

**Comments:**

An observation, not an objection – Change in Death Benefit Option, page 9. I believe the comma at the end of the first line might be in the wrong place. Should it be after “living” and not “you”?

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## Form Schedule

### Lead Form Number: Form 2JBB12

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved 11/29/2011	Form 2JBB12	Policy/Cont	Last Survivor Flexible ract/Fratern Premium Adjustable al Life Insurance With Certificate Indexed Feature	Initial		50.200	2JBB12- AR.pdf
Approved 11/29/2011	Form 2JLPUB12	Policy/Cont	Survivor Life ract/Fratern Protector Paid Up al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.000	2JLPUB12.P DF
Approved 11/29/2011	Form 2JNLGB12	Policy/Cont	Survivor No Lapse ract/Fratern Guarantee Rider al (NLG) Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.300	2JNLGB12.P DF
Approved 11/29/2011	Form 2JTLB12	Policy/Cont	Joint First Death ract/Fratern Term Life Insurance al Rider Certificate: Amendmen t, Insert Page, Endorseme	Initial		50.100	2JTLB12.pdf

<i>SERFF Tracking Number:</i>	<i>NDPL-127689433</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>FORM 2JBB12</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.002 Joint (Last Survivor)</i>
<i>Product Name:</i>	<i>Form 2JBB12</i>		
<i>Project Name/Number:</i>	<i>Form 2JBB12 /Form 2JBB12</i>		
Approved Form 11/29/2011 2JDTB12	Policy/Cont Joint First Death Initial rct/Fratern Decreasing Term Life al Insurance Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	50.500	2JDTB12.pdf
Approved 17949 11/29/2011 (2/12)	Application/ Joint Life Insurance Initial Enrollment Application Form	50.900	17949 Joint Life App - RG.pdf
Approved 18089 11/29/2011 (2/12)	Application/ Conditional Joint Life Initial Enrollment Insurance Agreement Form	50.500	18089 Conditional Life Ins Agmt - RG.pdf



**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]

POLICY NUMBER [AVIVA]

FACE AMOUNT [\$250,000]

INSUREDS [John Doe]  
[Jane Doe]

POLICY DATE [October 1, 2011]

**LAST SURVIVOR  
FLEXIBLE PREMIUM ADJUSTABLE  
LIFE INSURANCE  
WITH INDEXED FEATURE**

**Death proceeds payable upon the Second Death.  
Flexible premiums payable until the younger 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 both 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].

[  ]

[Christopher J. Littlefield]  
President and CEO

[  ]

[Richard C. Cohan]  
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.

### TABLE OF CONTENTS

<b>POLICY DATA PAGE</b> .....	<b>Page 3</b>
<b>GENERAL PROVISIONS</b> ..... Contract; Incontestability; Suicide; Misstatement of Age or Sex; Assignment; Annual Report; Issue Age and Attained Age; Monthly Due Date; Elections, Designations, Changes and Requests; Proceeds; Non-participating Policy	<b>Page 4</b>
<b>OWNERSHIP AND BENEFICIARY PROVISIONS</b> ..... Owner; Beneficiary; Change of Owner or Beneficiary; Death of Beneficiary	<b>Page 5</b>
<b>PREMIUM PAYMENT AND REINSTATEMENT PROVISIONS</b> ..... Payment of Premiums; Premiums; Amount and Frequency; Premium Limits; Crediting of Premiums and Transfers From The Basic Interest Strategy; Basic Interest Strategy Value Minimum; Grace Period; Lapse; Reinstatement	<b>Page 6</b>
<b>DEATH BENEFIT PROVISIONS</b> ..... Death Benefit; Death Benefit Options; Minimum Death Benefit; Death Proceeds; Notification of Death of First Insured; Simultaneous Death of Insureds; Interest on Death Proceeds	<b>Page 8</b>
<b>POLICY CHANGE PROVISIONS</b> ..... Change In Face Amount; Change In Death Benefit Option; Change in Rate Class; Addition of Riders	<b>Page 9</b>
<b>NONFORFEITURE PROVISIONS</b> ..... Account Value; [Account Value Enhancement; ]Monthly Deduction; Policy Expense Charges; Monthly Cost of Insurance; Cost of Insurance Rates; Basic Interest Strategy Interest Rates; Fixed-Term Strategies Interest Rates; 1 Year Point to Point and 2 Year Point to Point Indexed Strategies; Index; Index Number; Index Growth; Interest Credits; Participation Rate; Cap Rate; Indexed Segment Term; Cash Value; Surrender Charge; Net Cash Value; Surrender; Withdrawals; Withdrawal Charge; Termination of Insurance; Basis of Computations	<b>Page 10</b>
<b>LOAN PROVISIONS</b> ..... Policy Loan; Annually Declared Loan Interest Option; Variable Loan Interest Option; Repayment	<b>Page 17</b>
<b>PAYMENT OPTIONS PROVISIONS</b> ..... Election of Options; General Conditions; Description of Payment Options; Requirements for Payments; Supplementary Contract; Payment Option Table	<b>Page 19</b>
<b>GLOSSARY OF TERMS</b> .....	<b>Page 21</b>

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: [AVIVA]  
INSUREDS: [JOHN DOE]  
              [JANE DOE]  
POLICY DATE: [Jan 1, 2012]

FACE AMOUNT: [\$250,000]  
INITIAL PREMIUM: [\$4000.00]  
PLANNED PREMIUM: [\$4000.00 Annually]  
Computed from the Policy Date  
DEATH BENEFIT OPTION: [Option 1]

<u>BENEFIT</u>	<u>FACE AMOUNT</u> <u>AT ISSUE</u>	<u>EXPIRY</u> <u>DATE</u>
INSURED: [JOHN DOE] RATE CLASS: [Standard Non-Tobacco] [No Table rating] ISSUE AGE: [35] SEX: [M]		
INSURED: [JANE DOE] RATE CLASS: [Standard Non-Tobacco] [No Table rating] ISSUE AGE: [35] SEX: [F]		
PLAN: Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature	[\$250,000]	Second Death

PLEASE SEE NEXT PAGE FOR ADDITIONAL BENEFITS

For the purpose of calculating the minimum premium test referenced within the Lapse provision of this policy, the Minimum Monthly Premium of [\$306.75] is for a Minimum Premium Period of [5] years from the Policy Date. **This Minimum Monthly Premium keeps the policy in force during the first [5] policy years. If only the Minimum Monthly Premium is paid, the policy is likely to enter the grace period after the Minimum Premium Period.**

Note: It is possible that coverage will end before the Second Death 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 Second Death. 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 Second Death.**

Following the younger 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 Insureds where such transfer represents an interest to which they are 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. ]

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
 INSUREDS: [JOHN DOE]  
 [JANE DOE]

<u>BENEFIT</u>	<u>FACE AMOUNT AT ISSUE</u>	<u>EXPIRY DATE</u>
[Accelerated Benefit Rider	N/A	Second Death]
[Survivor Life Protector Paid Up Rider Minimum Loan Percentage: [95.00%] Younger Insured's Minimum Age: [75] Minimum Policy Duration: [15 years] Maximum One Time Charge Percentage: [4.5%]]	N/A	Second Death
[Survivor No Lapse Guarantee Rider Expiry Date shown for this Rider is the latest date the NLG Rider will be in force on this policy. It may expire earlier than this date. See the Rider for details.]	N/A	No Later Than: [January 1, 2098]
[Joint First Death Term Life Insurance Rider	[\$250,000]	Death of First Insured]
[Joint First Death Decreasing Term Life Insurance Rider	[\$100,000]*	[January 1, 2022]

\* Please see table below for current Face Amount of Rider.

**Table of Joint First Death Decreasing  
 Term Life Insurance Rider Face Amount**

<b>Policy Year/Rider Duration</b>	<b>Face Amount of Rider</b>
[1	[\$100,000.00
2	\$90,000.00
3	\$80,000.00
4	\$70,000.00
5	\$60,000.00
6	\$50,000.00
7	\$40,000.00
8	\$30,000.00
9	\$20,000.00
10	\$10,000.00
[11 and thereafter]	\$0.00]

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

**INITIAL NOTICE**

As of the Policy Date, the following rates are applicable to interest crediting strategies to which you may direct your premium and are guaranteed while this policy remains in force.

**FIXED-TERM STRATEGIES**

1 Year Fixed-Term Strategy:  
Fixed-Term Segment Length: [12 Months]

5 Year Fixed-Term Strategy:  
Fixed-Term Segment Length: [60 Months]

**INDEXED STRATEGIES**

1 Year Point to Point Indexed Strategy:  
Index: Standard & Poor's 500 Index excluding dividend income (+)  
Indexed Segment Term: [60 Months]  
Minimum Participation Rate : [100%]  
Minimum Cap Rate: [4.00%]  
Interest Crediting Period: 12 Months  
Interest Crediting Dates:dates coinciding with the end of the intervals of 12, 24, 36, 48 and 60 months after the Indexed Segment is created.

[1 Year Average Multiple Index Strategy:  
Index: Standard & Poor's 500 Index excluding dividend income (+)  
NASDAQ-100 Index, excluding dividend income (+)  
Dow Jones Industrial Average, excluding dividend income (+)  
Indexed Segment Term: [60 Months]  
Minimum Participation Rate: [100%]  
Minimum Cap Rate: [4.00%]  
Maximum Strategy Expense Charge Rate: [4.00%]  
Interest Crediting Period: 12 Months  
Interest Crediting Dates:dates coinciding with the end of the intervals of 12, 24, 36, 48 and 60 months after the Indexed Segment is created. ]

(+) See Page 3B.1 for Index disclaimer.

## POLICY DATA PAGE (continued)

POLICY NUMBER: [AVIVA ]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

### [1 Year Monthly Cap Indexed Strategy:

Index: Standard & Poor's 500 Index excluding dividend income (+)  
Indexed Segment Term: [60 Months]  
Minimum Cap Rate: [1.00%]  
Interest Crediting Period: 12 Months  
Interest Crediting Dates: dates coinciding with the end of the intervals of 12, 24, 36, 48 and 60 months after the Indexed Segment is created. ]

### [1 Year Monthly Average Indexed Strategy:

Index: Standard & Poor's 500 Index excluding dividend income (+)  
Indexed Segment Term: [60 Months]  
Minimum Participation Rate: [100%]  
Minimum Cap Rate: [4.00%]  
Maximum Strategy Expense Charge Rate: [4.00%]  
Interest Crediting Period: 12 Months  
Interest Crediting Dates: dates coinciding with the end of the intervals of 12, 24, 36, 48 and 60 months after the Indexed Segment is created. ]

### 2 Year Point to Point Indexed Strategy:

Index: Standard & Poor's 500 Index excluding dividend income (+)  
Indexed Segment Term: [72 Months]  
Minimum Participation Rate: [100%]  
Minimum Cap Rate: [8.00%]  
Interest Crediting Period: 24 Months  
Interest Crediting Dates: dates coinciding with the end of the intervals of 24, 48 and 72 months after the Indexed Segment is created.

(+) See Page 3B.1 for Index disclaimer.

## POLICY DATA PAGE (continued)

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

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**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

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**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
 INSUREDS: [JOHN DOE]  
 [JANE DOE]

**LOAN INTEREST OPTIONS:**

VARIABLE:  
 Maximum Variable Loan Rate\*: [8.68%]  
 ANNUALLY DECLARED:

Maximum Annually Declared Loan Rate\*: [4.76 %]  
 Minimum Annually Declared Loan Rate\*: [1.96 %]  
 \* Rate shown is in advance.

MINIMUM FACE AMOUNT: [\$250,000]  
 [ACCOUNT VALUE ENHANCEMENT:  
 [.60% per year starting in policy year 10]]  
 GUARANTEED INTEREST RATE:[2.0%] annual  
 effective yield

INTEREST FACTOR: [1.00165158]  
 MAXIMUM MONTHLY POLICY CHARGE:  
 [\$10.00]  
 MINIMUM NET PREMIUM: [97.5%] of any  
 premium paid  
 MAXIMUM MONTHLY EXPENSE CHARGE  
 RATE: [\$0.12] per \$1,000  
 PENALTY FREE WITHDRAWAL: [20%]

**TABLE OF SURRENDER CHARGES**

POLICY YEAR	SURRENDER CHARGE
[ 1	3060.00
2	2856.00
3	2652.00
4	2448.00
5	2244.00
6	2040.00
7	1836.00
8	1632.00
9	1428.00
10	1224.00
11	1020.00
12	816.00
13	612.00
14	408.00
15	204.00
16 and thereafter	-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 expense charges will increase. In the event of such increase, a new 15 year surrender charge period will apply to the increase in Face Amount. 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 expense charges will not decrease.

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

**BASE POLICY**

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

<b>POLICY YEAR</b>	<b>RATE</b>	<b>POLICY YEAR</b>	<b>RATE</b>
1	0.00008	27	0.11684
2	0.00026	28	0.14124
3	0.00048	29	0.17018
4	0.00073	30	0.20401
5	0.00102	31	0.24358
6	0.00136	32	0.28909
7	0.00178	33	0.34112
8	0.00229	34	0.40174
9	0.00291	35	0.47108
10	0.00370	36	0.55415
11	0.00468	37	0.65271
12	0.00585	38	0.77538
13	0.00731	39	0.91639
14	0.00890	40	1.07810
15	0.01080	41	1.26570
16	0.01319	42	1.48190
17	0.01612	43	1.73596
18	0.01986	44	2.03550
19	0.02438	45	2.38426
20	0.03003	46	2.78463
21	0.03710	47	3.28424
22	0.04567	48	3.85291
23	0.05588	49	4.47339
24	0.06736	50	5.17855
25	0.08086	51	5.98579
26	0.09705	52	6.82520]

The rates shown above are based upon each 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: [ AVIVA ]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

**BASE POLICY**

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

<b>POLICY YEAR</b>	<b>RATE</b>	<b>POLICY YEAR</b>	<b>RATE</b>
<b>[53</b>	7.89199	<b>70</b>	40.86546
<b>54</b>	9.04781	<b>71</b>	45.32844
<b>55</b>	10.29527	<b>72</b>	50.22735
<b>56</b>	11.52780	<b>73</b>	55.61407
<b>57</b>	12.40085	<b>74</b>	61.45068
<b>58</b>	13.57378	<b>75</b>	68.02920
<b>59</b>	15.09859	<b>76</b>	75.36897
<b>60</b>	16.96206	<b>77</b>	83.10397
<b>61</b>	19.25464	<b>78</b>	83.33300
<b>62</b>	21.49736	<b>79</b>	83.33300
<b>63</b>	23.89959	<b>80</b>	83.33300
<b>64</b>	24.58265	<b>81</b>	83.33300
<b>65</b>	26.08044	<b>82</b>	83.33300
<b>66</b>	28.36711	<b>83</b>	83.33300
<b>67</b>	30.80864	<b>84</b>	83.33300
<b>68</b>	33.68048	<b>85</b>	83.33300
<b>69</b>	36.99318	<b>86</b>	83.33300
		<b>87 and thereafter</b>	0.00000]

The rates shown above are based upon each 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: [ AVIVA ]  
INSUREDS: [ JOHN DOE ]  
[ JANE DOE ]

**TABLE OF MINIMUM DEATH BENEFITS**

<b>ATTAINED AGE OF YOUNGER INSURED</b>	<b>PERCENTAGE OF ACCOUNT VALUE</b>	<b>ATTAINED AGE OF YOUNGER INSURED</b>	<b>PERCENTAGE OF ACCOUNT VALUE</b>
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		

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

**[NO LAPSE GUARANTEE RIDER**

**NLG Exchange Period:** [12] months from the Policy Date

**Monthly Rider Charge per \$1,000:** [\$0.125]

**NLG Face Amount Multiplier:** [1.0]

**NLG Interest Rate for Death Benefit Option 1:** [7.80%]

**NLG Interest Rate for Death Benefit Option 2:** [7.80%]

**NLG Monthly Expense Charge Rate** [\$0.003333] per \$1,000

**NLG Tier Reduction Factors:**

**Tier 1 Factors:** 0%  
**Tier 2 Factors:** [97.488%]  
**Tier 3 Factors:** [82.373%]  
**Tier 4 Factors:** [89.224%]

**Table of NLG Factors and Rates**

<b>Policy Year</b>	<b>NLG Monthly Cost of Insurance Rate</b>	<b>NLG Tier 1 Maximum Premium</b>	<b>NLG Tier 2 Maximum Premium</b>	<b>NLG Tier 3 Maximum Premium</b>
[1	0.00003	1,344.82	1,344.82	1,965.45
2	0.00010	1,392.54	1,392.54	1,965.45
3	0.00021	1,432.53	1,432.53	1,965.45
4	0.00035	1,441.72	1,441.72	1,965.45
5	0.00055	1,421.15	1,421.15	1,965.45
6	0.00081	1,431.13	1,431.13	1,965.45
7	0.00115	1,381.83	1,381.83	1,965.45
8	0.00157	1,370.88	1,370.88	1,965.45
9	0.00211	1,366.57	1,366.57	1,965.45
10	0.00280	1,364.03	1,364.03	1,965.45
11	0.00366	1,350.35	1,350.35	1,965.45
12	0.00470	1,391.20	1,391.20	1,965.45
13	0.00609	1,361.22	1,361.22	1,965.45
14	0.00778	1,414.91	1,414.91	1,965.45
15	0.00978	1,460.22	1,460.22	1,965.45
16	0.01208	1,509.06	1,509.06	1,965.45
17	0.01481	1,561.73	1,561.73	1,965.45
18	0.01805	1,628.63	1,628.63	1,965.45
19	0.02173	1,689.54	1,689.54	1,965.45
20	0.02497	1,711.45	1,711.45	1,965.45]

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

**[NO LAPSE GUARANTEE RIDER**

**Table of NLG Factors and Rates**

<b>Policy Year</b>	<b>NLG Monthly Cost of Insurance Rate</b>	<b>NLG Tier 1 Maximum Premium</b>	<b>NLG Tier 2 Maximum Premium</b>	<b>NLG Tier 3 Maximum Premium</b>
[21	0.02930	1,715.50	1,715.50	1,965.45
22	0.03386	1,767.21	1,767.21	1,965.45
23	0.03762	1,777.19	1,777.19	1,965.45
24	0.04264	1,826.80	1,826.80	1,965.45
25	0.04758	1,857.55	1,857.55	1,965.45
26	0.05529	1,979.83	1,979.83	1,979.83
27	0.06242	2,048.39	2,048.39	2,048.39
28	0.07142	2,150.81	2,150.81	2,150.81
29	0.08369	2,316.04	2,316.04	2,316.04
30	0.09576	2,446.71	2,446.71	2,446.71
31	0.10413	2,478.75	2,478.75	2,478.75
32	0.10185	2,280.98	2,280.98	2,280.98
33	0.10686	2,253.68	2,253.68	2,253.68
34	0.12001	2,381.51	2,381.51	2,381.51
35	0.13221	2,475.82	2,475.82	2,475.82
36	0.14903	2,635.91	2,635.91	2,635.91
37	0.16707	2,797.19	2,797.19	2,797.19
38	0.19050	3,025.32	3,025.32	3,025.32
39	0.19721	2,974.29	2,974.29	2,974.29
40	0.21483	3,087.45	3,087.45	3,087.45
41	0.23238	2,896.51	2,896.51	2,896.51
42	0.23470	2,805.68	2,805.68	2,805.68
43	0.24827	2,860.13	2,860.13	2,860.13
44	0.27662	3,089.66	3,089.66	3,089.66
45	0.30695	3,321.19	3,321.19	3,321.19
46	0.34153	3,585.00	3,585.00	3,585.00
47	0.38392	3,907.18	3,907.18	3,907.18
48	0.43096	4,247.88	4,247.88	4,247.88
49	0.47065	4,492.72	4,492.72	4,492.72
50	0.48664	4,487.84	4,487.84	4,487.84
51	0.51541	4,609.53	4,609.53	4,609.53
52	0.54978	4,785.19	4,785.19	4,785.19
53	0.59073	4,997.31	4,997.31	4,997.31
54	0.62609	5,149.27	5,149.27	5,149.27]

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

**[NO LAPSE GUARANTEE RIDER**

**Table of NLG Factors and Rates**

<b>Policy Year</b>	<b>NLG Monthly Cost of Insurance Rate</b>	<b>NLG Tier 1 Maximum Premium</b>	<b>NLG Tier 2 Maximum Premium</b>	<b>NLG Tier 3 Maximum Premium</b>
[55	0.64036	5,111.66	5,111.66	5,111.66
56	0.60005	4,622.93	4,622.93	4,622.93
57	0.55945	4,176.28	4,176.28	4,176.28
58	0.51242	3,684.29	3,684.29	3,684.29
59	0.44765	3,060.29	3,060.29	3,060.29
60	0.48767	3,300.21	3,300.21	3,300.21
61	0.53415	3,575.33	3,575.33	3,575.33
62	0.56950	3,742.96	3,742.96	3,742.96
63	0.60351	3,894.61	3,894.61	3,894.61
64	0.60814	3,850.89	3,850.89	3,850.89
65	0.60705	3,753.47	3,753.47	3,753.47
66	0.61294	3,702.41	3,702.41	3,702.41
67	0.48945	2,754.52	2,754.52	2,754.52
68	0.49716	2,761.13	2,761.13	2,761.13
69	0.53679	3,039.36	3,039.36	3,039.36
70	0.58048	3,343.94	3,343.94	3,343.94
71	0.62794	3,671.69	3,671.69	3,671.69
72	0.65376	3,837.70	3,837.70	3,837.70
73	0.67889	3,883.15	3,883.15	3,883.15
74	0.70197	3,975.71	3,975.71	3,975.71
75	0.75093	4,218.85	4,218.85	4,218.85
76	0.80214	4,543.47	4,543.47	4,543.47
77	0.85376	4,865.38	4,865.38	4,865.38
78	0.87118	4,968.41	4,968.41	4,968.41
79	0.90189	5,120.98	5,120.98	5,120.98
80	0.93685	5,282.04	5,282.04	5,282.04
81	0.96569	5,391.48	5,391.48	5,391.48
82	0.98164	5,414.12	5,414.12	5,414.12
83	0.99630	5,422.94	5,422.94	5,422.94
84	1.01865	5,493.37	5,493.37	5,493.37
85	1.07279	5,720.03	5,720.03	5,720.03
86	1.14512	6,044.85	6,044.85	6,044.85
87	0.00000	0.000000	0.000000	0.000000]

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
              [JANE DOE]

**[NO LAPSE GUARANTEE RIDER**

**TABLE OF NLG MAXIMUM MONTHLY RIDER CHARGES**

**RIDER**

**CHARGE**

[Survivor Four Year Term Rider:

Policy Year 1[\$3.50]

Policy Year 2[\$3.50]

Policy Year 3[\$3.50]

Policy Year 4[\$3.58]]

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

**[NO LAPSE GUARANTEE RIDER**

**TABLE OF NLG MAXIMUM MONTHLY RIDER CHARGES**

**Rider:**

**Joint First Death Term Life Insurance Rider:**

<b>POLICY YEAR</b>	<b>CHARGE</b>	<b>POLICY YEAR</b>	<b>CHARGE</b>
[1	75.16103	34	217.59892
2	79.64742	35	223.88586
3	84.15747	36	234.24676
4	87.37170	37	244.28773
5	91.66226	38	258.23468
6	95.75108	39	253.89223
7	96.26050	40	259.93419
8	99.68925	41	239.73510
9	104.04730	42	233.49063
10	109.13412	43	235.87090
11	114.00394	44	248.22615
12	119.56413	45	260.07651
13	118.88749	46	273.25441
14	125.33273	47	288.76431
15	130.93957	48	304.27071
16	136.75167	49	314.05980
17	142.73827	50	310.48530
18	149.78102	51	313.42809
19	156.14647	52	319.09716
20	159.30918	53	325.64590
21	160.55319	54	328.94009
22	165.81830	55	323.13587
23	167.76773	56	297.22913
24	172.70052	57	275.07580
25	176.03200	58	251.26470
26	186.29197	59	222.21808
27	192.12143	60	231.44617
28	200.22258	61	241.49405
29	212.59837	62	246.11309
30	222.06602	63	249.82376
31	224.31857	64	246.82919
32	210.44512	65	241.18055
33	208.74895	66	237.11914]

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
          [JANE DOE]

**[NO LAPSE GUARANTEE RIDER**

**TABLE OF NLG MAXIMUM MONTHLY RIDER CHARGES**

**Rider:**

**Joint First Death Term Life Insurance Rider:**

<b>POLICY YEAR</b>	<b>CHARGE</b>
[67	200.44669
68	200.73727
69	213.41907
70	226.97902
71	241.25061
72	249.05448
73	246.65751
74	249.05623
75	255.51977
76	268.27005
77	280.66380
78	285.94520
79	290.92835
80	295.17520
81	297.08219
82	295.92080
83	294.01016
84	294.78394
85	298.10473
86	303.66294
87 and thereafter	0.00000]

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [ AVIVA AB III ]  
INSUREDS: [JOHN DOE]  
          [JANE DOE]

**[NO LAPSE GUARANTEE RIDER**

**TABLE OF NLG MAXIMUM MONTHLY RIDER CHARGES**

**Rider:**

**Joint First Death Decreasing Term Life Insurance Rider:**

<b>POLICY YEAR/RIDER DURATION</b>	<b>CHARGE</b>
[1	36.12678
2	35.73258
3	34.63066
4	32.08006
5	29.52935
6	26.21361
7	21.32587
8	16.80805
9	11.89407
10	6.34765]

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

**[JOINT FIRST DEATH TERM LIFE INSURANCE RIDER**

MAXIMUM MONTHLY PER \$1,000 OF RIDER FACE AMOUNT RATE: [\$0.24] per \$1,000

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

<b>POLICY YEAR</b>	<b>RATE</b>	<b>POLICY YEAR</b>	<b>RATE</b>
[1	0.16501	31	1.71727
2	0.17466	32	1.82823
3	0.18509	33	1.93390
4	0.19544	34	2.04072
5	0.20655	35	2.14233
6	0.21922	36	2.25525
7	0.23425	37	2.37248
8	0.25244	38	2.51336
9	0.27372	39	2.63870
10	0.29887	40	2.74662
11	0.32780	41	2.84144
12	0.35719	42	2.91841
13	0.39101	43	2.98526
14	0.41793	44	3.03923
15	0.44761	45	3.07037
16	0.48548	46	3.06547
17	0.52816	47	3.05163
18	0.58092	48	2.97980
19	0.63715	49	2.84433
20	0.70197	50	2.66794
21	0.77644	51	2.45662
22	0.85462	52	2.19706
23	0.93530	53	1.93857
24	1.00836	54	1.65175
25	1.08474	55	1.35578
26	1.16887	56	1.06356
27	1.26470	57	0.78465
28	1.37427	58	0.56741
29	1.48820	59	0.39756
30	1.60233	60	0.26600]

The rates shown above are based upon each 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.

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
          [JANE DOE]

**[JOINT FIRST DEATH TERM LIFE INSURANCE RIDER**

MAXIMUM MONTHLY PER \$1,000 OF RIDER FACE AMOUNT RATE: [\$0.24] per \$1,000

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

<b>POLICY YEAR</b>	<b>RATE</b>
<b>[61</b>	0.16809
<b>62</b>	0.09750
<b>63</b>	0.05248
<b>64</b>	0.02527
<b>65</b>	0.01170
<b>66</b>	0.00505
<b>67</b>	0.00195
<b>68</b>	0.00068
<b>69</b>	0.00021
<b>70</b>	0.00006
<b>71</b>	0.00001
<b>72</b>	0.00000
<b>73</b>	0.00000
<b>74</b>	0.00000
<b>75</b>	0.00000
<b>76</b>	0.00000
<b>77</b>	0.00000
<b>78</b>	0.00000
<b>79</b>	0.00000
<b>80</b>	0.00000
<b>81</b>	0.00000
<b>82</b>	0.00000
<b>83</b>	0.00000
<b>84</b>	0.00000
<b>85</b>	0.00000
<b>86</b>	0.00000]

The rates shown above are based upon each 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.

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [AVIVA]  
INSUREDS: [JOHN DOE]  
[JANE DOE]

**[JOINT FIRST DEATH DECREASING TERM LIFE INSURANCE RIDER**

MAXIMUM MONTHLY PER \$1,000 OF RIDER FACE AMOUNT RATE: [\$0.24] per \$1,000

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

<b>POLICY YEAR/RIDER DURATION</b>	<b>RATE</b>
<b>[1</b>	0.16501
<b>2</b>	0.17466
<b>3</b>	0.18509
<b>4</b>	0.19544
<b>5</b>	0.20655
<b>6</b>	0.21922
<b>7</b>	0.23425
<b>8</b>	0.25244
<b>9</b>	0.27372
<b>10</b>	0.29887]

The rates shown above are based upon each 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.

## 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) both Insureds are 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 and both Insureds are alive for two years 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 either 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 either 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 either 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

Each Insured's issue age is shown on the Policy Data Page. The attained age of each Insured is the issue age plus the number of years since the Policy Date, regardless of whether or not the Insured is still living.

**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 Second Death 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 shall be both Insureds as joint owners or the survivor thereof unless stated otherwise in the application. If this policy has joint owners, one will be designated as the primary owner and, as such, will receive all communications to the Owner. To exercise ownership rights when this policy has joint owners, the consent of all joint owners is required.

If this policy has joint owners, upon the death of either of the joint owners, all ownership rights shall transfer to the surviving owner. Unless endorsed otherwise, all ownership rights under this policy vest in the Owner during the lifetime of both Insureds or the survivor thereof.

If the Owner is not an Insured, and dies before the Second Death, 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 either 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, in a form acceptable to us, 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 Second Death, will pass to any surviving beneficiaries according to their respective interests. If no beneficiary survives both Insureds, we will pay the death proceeds in one sum to the Owner on the date of the Second Death, if living, otherwise to such Owner's estate unless provided otherwise in the application or by endorsement. If there are joint owners, the death proceeds will be paid equally among such joint owners' estates unless provided otherwise in the application or by endorsement.

## **PREMIUM PAYMENT AND REINSTATEMENT PROVISIONS**

### **PAYMENT OF PREMIUMS**

Premiums after the first premium are payable in advance 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 you have elected to pay. The Planned Premium at issue is shown on the Policy Data Page. This is a flexible premium product where the Planned Premium is selected by you. Planned premiums may be paid until the younger Insured's attained age 121. **Payment of only the Planned Premium may not be sufficient to prevent this policy from lapsing prior to the Second Death.**

**ADDITIONAL PREMIUM** - You may make additional premium payments at any time before the younger Insured's attained age 121. We reserve the right to limit the number and amount of additional premium payments. We may also require satisfactory evidence of an 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 only the Planned Premium may not be sufficient to prevent this policy from lapsing prior to the Second 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.

### **CREDITING OF PREMIUMS AND TRANSFERS FROM THE BASIC INTEREST STRATEGY**

Net premiums are added to the Basic Interest Strategy when received at our Administrative Office. Any portion of the Basic Interest Strategy Value that exceeds the Basic Interest Strategy Value Minimum may be transferred to any fixed-term strategy, any indexed strategy or any other strategy option(s) added by endorsement. Any transfers will occur at a frequency determined by us from time to time, which shall be no less often than monthly and will include any net premium received but not processed by the date of the previous transfer. Transfers to any fixed-term strategy, any indexed strategy or any strategy option(s) added by endorsement will be made in accordance with the selections you made on the application or as later changed by your written request received by us at our Administrative Office. Any such written request will be effective when recorded at our Administrative Office, which shall occur within 10 business days of its receipt.

### **BASIC INTEREST STRATEGY VALUE MINIMUM**

The Basic Interest Strategy Value Minimum is determined at the start of each policy year and is an estimate of the amount required to cover the monthly deductions, as described in the Monthly Deduction provision, for such year, assuming there are no policy changes that would affect the monthly deductions. This amount is dependent on the amount of your current monthly deductions and will change each policy year.

## **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 in force 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 Second Death occurs 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 the required 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 deduction dates from the Policy Date to such 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 current 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 only the Minimum Monthly Premium may not be sufficient to prevent this policy from lapsing prior to the Second Death.**

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

## **REINSTATEMENT**

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

- a) submit an application for reinstatement;
- b) submit evidence of insurability satisfactory to us on any Insured who was alive on the date the policy lapsed;
- c) pay the amount that would have been needed to keep this policy in force as of the date of Lapse;
- d) pay all premiums in arrears with interest at a rate not exceeding six percent per annum compounded annually; and
- e) pay an amount equal to three months of loan interest divided by the net premium factor, if applicable.

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 and Suicide provisions will apply from the effective date of reinstatement, such date replacing the Policy Date in such provisions. If this policy has been in force for two years from the Policy Date and both Insureds are 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 Second Death. The Death Benefit Option on the Policy Date is shown on the Policy Data Page.

After the younger 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 younger Insured's attained age 121, but not less than the Account Value multiplied by the Percentage of Account Value shown in the Table of Minimum Death Benefits on the Policy Data Page.

### DEATH BENEFIT OPTIONS

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

- a) the current policy Face Amount plus the current Face Amount of the Survivor Term Life Insurance Rider, if attached; or
- b) the minimum death benefit described below.

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

- a) the current policy Face Amount plus the current Face Amount of the Survivor Term Life Insurance Rider, if attached, plus the Account Value; or
- b) the minimum death benefit described below.

Any death benefits referenced within a term rider payable upon the Second Death, attached to this policy are included in these calculations and will not be paid separately.

### 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 younger Insured and is shown in the Table of Minimum Death Benefits on the Policy Data Page.

### DEATH PROCEEDS

Proceeds payable on the Second Death equal the death benefit calculated under the Death Benefit Option selected as of the date of the Second Death 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 Second Death;
- b) upon our receipt of Due Proof of both Insureds' deaths; and
- c) subject to the provisions, terms and conditions of this policy.

"Due Proof", as used above, means the original death certificate for the Insured and/or any other requirements as determined by us. We will accept a certified copy of the original death certificate for the Insured if the original certificate is not available.

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.

### NOTIFICATION OF DEATH OF FIRST INSURED

While death proceeds are payable upon the Second Death, we must receive proof of death of both Insureds before payment will be made. Therefore, it is important that you provide us with proof of the death of the first Insured to die as soon as it occurs or as soon as reasonably possible.

### SIMULTANEOUS DEATH OF INSUREDS

In the event that both Insureds die and there is no proof that the Insureds died other than simultaneously, the death proceeds will be divided in half. Each half will be treated as the death proceeds payable as if each Insured's death had been the Second Death.

In the event of simultaneous death, not all riders available may pay out death proceeds in this same manner.

## **INTEREST ON DEATH PROCEEDS**

We will pay interest on death proceeds as required by the law of the state of Arkansas. Interest, if any, will be paid in a single lump sum for the period from the date of the Second 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 the Second Death, unless otherwise required by law.

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

Payment may be made by providing access to the death proceeds through a draft account.

## **POLICY CHANGE PROVISIONS**

### **CHANGE IN FACE AMOUNT**

After the first policy year and before the younger Insured's attained age 121, 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 expense 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**

Both Insureds must be living to request a Face Amount increase. 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 insurability for both Insureds satisfactory to us; and
- 3) submit a minimum monthly premium applicable to the increase, if required.

Increases in the Face Amount are subject to our normal underwriting rules, issue amounts, and age limits. Upon our approval, a request becomes effective on the monthly due date on or immediately preceding the date of our approval of your request. Your surrender charges, Minimum Monthly Premium (if the policy is within the Minimum Premium Period) and monthly expense 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, before the younger Insured's attained age 121 and if both Insureds are living you, may request to change from Death Benefit Option 1 to Death Benefit Option 2. We require evidence satisfactory to us of the continued insurability of both Insureds. 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 and before the younger Insured's attained age 121, you may change from Death Benefit Option 2 to Death Benefit Option 1. The new Face Amount will be the death benefit 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 an Insured at any time while this policy is in force by sending a written request to our Administrative Office. Evidence of an 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. The Account Value of this policy on any other date is equal to the sum of the Basic Interest Strategy Value, the Fixed-Term Strategy Value, the Indexed Strategy Value, the value of any other strategy option(s) added to this policy by endorsement and the outstanding balance of any policy loans under the Annually Declared Loan Interest Option.

We calculate the Basic Interest Strategy Value on a monthly due date as:

- a) the Basic Interest Strategy Value on the preceding monthly due date; plus
- b) one month's Basic Interest Strategy interest on a); plus
- c) any net premiums received since the preceding monthly due date plus Basic Interest Strategy interest on those net premiums paid to the monthly due date; plus
- d) any transfers to the Basic Interest Strategy made since the preceding monthly due date plus Basic Interest Strategy interest on those transfers paid to the monthly due date; minus
- e) any withdrawals from the Basic Interest Strategy made since the preceding monthly due date plus Basic Interest Strategy interest on those withdrawals paid to the monthly due date; minus
- f) any transfers from the Basic Interest Strategy to a fixed-term strategy, indexed strategy or any other strategy option(s) added to this policy by endorsement since the preceding monthly due date plus Basic Interest Strategy interest on those transfers paid to the monthly due date; minus
- g) any amounts removed from the Basic Interest Strategy since the preceding monthly due date due to policy loans with the Annually Declared Loan Interest Option (either new policy loans or unpaid loan interest), plus Basic Interest Strategy interest on those amounts paid to the monthly due date; plus
- h) interest credited since the preceding monthly due date on the outstanding balance of any policy loans under the Annually Declared Loan Interest Option; plus
- i) Account Value Enhancement, if applicable; minus
- j) any monthly deduction from the Basic Interest Strategy for the current monthly due date.

The Fixed-Term Strategy Value is equal to the sum of the values of each fixed-term strategy. The available fixed-term strategies are shown in the Initial Notice on the Policy Data Page or in subsequent notices to you. We calculate the value of each fixed-term strategy on a monthly due date as follows:

- a) the value of the fixed-term strategy on the preceding monthly due date; plus
- b) any interest credited to a Fixed-Term Segment within the strategy since the preceding monthly due date through such monthly due date; plus
- c) any transfers from the Basic Interest Strategy to the fixed-term strategy since the preceding monthly due date plus fixed-term strategy interest on those transfers paid to the monthly due date; minus
- d) any withdrawals from the fixed-term strategy made since the preceding monthly due date plus fixed-term strategy interest attributable to such withdrawal to the monthly due date; minus
- e) any transfers from the fixed-term strategy to the Basic Interest Strategy since the preceding monthly due date plus fixed-term strategy interest on those transfers to the monthly due date; minus
- f) any amounts removed from the fixed-term strategy since the preceding monthly due date due to policy loans with the Annually Declared Loan Interest Option (either new policy loans or unpaid loan interest), plus fixed-term strategy interest on those amounts paid to the monthly due date; minus
- g) any monthly deduction from the fixed-term strategy for the current monthly due date.

A Fixed-Term Segment is created on each date when Basic Interest Strategy Value is transferred to a fixed-term strategy, and consists of the value transferred to the fixed-term strategy on such date. Each Fixed-Term Segment has a Fixed-Term Segment Length as shown in the Initial Notice on the Policy Data Page or in the subsequent notices to you.

The Indexed Strategy Value is equal to the sum of the values of each indexed strategy. The available indexed strategies are shown in the Initial Notice on the Policy Data Page or in subsequent notices to you. We calculate the value of each indexed strategy on a monthly due date as:

- a) the value of the indexed strategy on the preceding monthly due date; plus
- b) any Interest Credits credited to an Indexed Segment within the strategy since the preceding monthly due date through such monthly due date; plus
- c) any transfers from the Basic Interest Strategy to the indexed strategy since the preceding monthly due date; minus
- d) any withdrawals from the indexed strategy made since the preceding monthly due date; minus
- e) any transfers from the indexed strategy to the Basic Interest Strategy since the preceding monthly due date; minus
- f) any amounts removed from the indexed strategy since the preceding monthly due date due to policy loans with the Annually Declared Loan Interest Option (either new policy loans or unpaid loan interest); minus
- g) any monthly deduction from the indexed strategy for the current monthly due date.

An Indexed Segment is created on each date when Basic Interest Strategy Value is transferred to an indexed strategy, and consists of the value transferred to the indexed strategy on such date. Interest Credits are only credited to an Indexed Segment at specified intervals. **Amounts removed from an indexed strategy prior to an Interest Crediting Date will not be credited with Interest Credits.** The date on which each interval ends is referred to as an Interest Crediting Date. The Interest Crediting Dates for an indexed strategy will be shown in notices provided to you. References to the "preceding Interest Crediting Date" which are applicable during the Interest Crediting Period following the creation of an Indexed Segment refer to the date that the Indexed Segment was created.

On any day other than a monthly due date, we calculate the Basic Interest Strategy Value, the Fixed-Term Strategy Value, and the Indexed Strategy Value in a manner consistent with that described above, except that if the Indexed Strategy Value is being calculated in connection with any termination of the policy (including death, surrender or lapse) or removal of amounts transferred from an indexed strategy, we will increase the Interest Credits credited to your Indexed Segments as necessary so that the earnings during the elapsed term of every Indexed Segment have an effective annualized interest rate at least equal to the Guaranteed Interest Rate shown on the Policy Data Page.

[ **ACCOUNT VALUE ENHANCEMENT**

We will enhance your Account Value at the end of each policy year starting in the year shown on the Policy Data Page, by crediting it with an amount equal to  $A \times (B-C)$  where:

A is the percentage shown on the Policy Data Page.

B is the average Account Value on each monthiversary for that policy year.

C is the balance of any outstanding policy loans under the Annually Declared Loan Interest Option.

The Account Value Enhancement will be credited to the Basic Interest Strategy and allocated as described in the Crediting of Premiums and Transfers from the Basic Interest Strategy provision of the policy. The Account Value Enhancement as described above will never be less than zero. ]

**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 expense charge; plus
- d) the monthly policy charge for this policy period.

Monthly deductions will be deducted from the Account Value in the following order:

- a) from the Basic Interest Strategy until the Basic Interest Strategy Value is exhausted; then
- b) from each fixed-term strategy in the order that the fixed-term strategies are listed in the Initial Notice on the Policy Data Page or in subsequent notices provided to you until the value of the fixed-term strategy is exhausted; then
- c) from each indexed strategy in the order that the indexed strategies are listed in the Initial Notice on the Policy Data Page or in subsequent notices provided to you until the value of the indexed strategy is exhausted; then
- d) from any strategy option(s) added by endorsement.

If any fixed-term strategies and/or indexed strategies have multiple segments, such deductions are made from the most recently-created segment in such strategy, and then the next most recent, successively, until the value of such strategy is exhausted.

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

**POLICY EXPENSE CHARGES**

This policy includes both a monthly policy charge and a monthly expense charge.

The monthly policy charge will never be more than the Maximum Monthly Policy Charge shown on the Policy Data Page. The monthly policy charge is based on the policy form. Any change in the monthly policy charge will apply uniformly to all members that have been issued this policy form.

The maximum monthly expense charge for the face amount on the Policy Date is equal to the Maximum Monthly Expense Charge Rate shown on the Policy Data Page multiplied by the Face Amount At Issue shown on the Policy Data Page divided by \$1,000. We base the monthly expense charge rate on both Insured's issue age, sex and rate class. Any change in the monthly expense charge rates will apply uniformly to all members of the same issue age, sex and rate class. The monthly expense charge rate for the Face Amount At Issue will never be greater than the Maximum Monthly Expense Charge Rate shown on the Policy Data Page.

There will be a separate maximum monthly expense charge applicable to any face amount increase. The maximum monthly expense charge for a face amount increase is equal to the maximum monthly expense charge rate for both Insureds' age, sex and rate class on the effective date of the face amount increase multiplied by the face amount increase divided by \$1,000. We base the monthly expense charge rate on both Insureds' age, sex and rate class on the effective date of the face amount increase. Any change in the monthly expense charge rates will apply uniformly to all members of the same age, sex and rate class on the effective date of the face amount increase. The monthly expense charge rate for a face amount increase will never be greater than the maximum monthly expense charge rate based on both Insureds' age, sex and rate class at the time of the face amount increase.

## **MONTHLY COST OF INSURANCE**

We calculate monthly cost of insurance for this policy as the cost of insurance rate multiplied by the net amount at risk. The cost of insurance rate is described in the Cost of Insurance Rates provision. The net amount at risk is equal to:

- a) the death benefit on the monthly due date minus the Face Amount of the Survivor Term Life Insurance Rider, if attached, then divided by the Interest Factor shown on the Policy Data Page; minus
- b) the Account Value on the monthly due date after deduction of the monthly expense charge, the monthly cost of additional benefits provided by rider, except for the No Lapse Guarantee Rider, if attached to this policy, and the monthly policy charge; divided by
- c) 1000.

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 for the purpose of determining the net amount at risk. If the Account Value exceeds the Face Amount at Issue, such excess is considered a part of any Face Amount increase in the order of the increases and then considered part of the death benefit attributed to any riders on the Insureds, if attached to this policy.

## **COST OF INSURANCE RATES**

We base cost of insurance rates on each Insured's issue age, sex, policy duration, and rate class. 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 issue age, sex, 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.

## **BASIC INTEREST STRATEGY INTEREST RATES**

The Guaranteed Interest Rate is shown on the Policy Data Page. We may apply Basic Interest Strategy interest rates in excess of the Guaranteed Interest Rate in the calculation of the Basic Interest Strategy Value in a manner we determine. Interest rates in excess of the Guaranteed Interest Rate will not change more often than once in a calendar year.

## **FIXED-TERM STRATEGIES INTEREST RATES**

We may provide for one or more fixed-term strategies under this policy. Each fixed-term strategy may include one or more Fixed-Term Segments. Each Fixed-Term Segment will be credited with interest at no less than the Guaranteed Interest Rate shown on the Policy Data Page. We may credit interest rates in excess of the Guaranteed Interest Rate in a manner we determine. The rate we will credit, which is referred to as the Fixed-Term Segment Interest Rate, may vary over time and may vary from one Fixed-Term Segment to another. Once the rate is declared for a Fixed-Term Segment, it will be guaranteed for 12 months. This rate will be shown in notices to you.

Fixed-Term Segment Value cannot be transferred out of any Fixed-Term Segment prior to the end of the Fixed-Term Segment Length applicable to such segment unless the Fixed-Term Segment Interest Rate applicable to such segment is decreased during the Fixed-Term Segment Length. In such case, you may transfer affected Fixed-Term Segment Values to the Basic Interest Strategy provided that your written request to make such a transfer is received at our Administrative Office within 30 days after we send you notice of the decrease in the Fixed-Term Segment Interest Rate. The transfer will be made effective upon receipt at our Administrative Office of your written request for such a transfer. At the end of the Fixed-Term Segment Length applicable to a Fixed-Term Segment, the Fixed-Term Segment Value attributable to such segment is automatically transferred to the Basic Interest Strategy.

## 1 YEAR POINT TO POINT AND 2 YEAR POINT TO POINT INDEXED STRATEGIES

We may provide for one or more indexed strategies under this policy. Each indexed strategy may include one or more Indexed Segments. Interest Credits are credited to each Indexed Segment on its Interest Crediting Dates as described in the Indexed Strategies on the Policy Data Page.

**Index.** The Index is the measure used for determining the Interest Credits for each indexed strategy. The Index used is shown on the Policy Data Page. If the Index is discontinued or if we are unable to utilize it or if the calculation of the Index is changed substantially, we will substitute a similar alternative Index and notify you.

**Index Number.** The Index Number as of any date is the value of the Index as of the close of business on the day before such date. We determine the Index Number using the value as reported by a third party source at a consistent time each day. Any change in the reported value of the Index after our determination of the Index Number will not be included in the calculation of the Index Growth, if applicable. If the value of the Index is not reported on any date for which it is needed, the first preceding reported value of the Index will be used.

**Index Growth.** On each Interest Crediting Date of an Indexed Segment, the Index Growth for that Indexed Segment is the percentage calculated as  $(A-B) / B$  where:

A is the Index Number as of the current Interest Crediting Date of the Indexed Segment.

B is the Index Number as of the preceding Interest Crediting Date of the Indexed Segment.

**Interest Credits.** Interest Credits for an Indexed Segment are calculated on each Interest Crediting Date of such segment as follows:

- a) Index Growth multiplied by the applicable Participation Rate, adjusted so that the rate of Interest Credits for this segment does not exceed the Cap Rate and is not less than 0%.
- b) Multiplied by:
  - 1) the Indexed Segment Value attributable to that Indexed Segment on the preceding Interest Crediting Date of the Indexed Segment; minus
  - 2) withdrawals from the Indexed Segment during the Interest Crediting Period just ended; minus
  - 3) monthly deductions from the Indexed Segment during the Interest Crediting Period just ended; minus
  - 4) amounts removed from the Indexed Segment during the Interest Crediting Period just ended due to policy loans with the Annually Declared Loan Interest Option.

At the last Interest Crediting Date of each Indexed Segment, Interest Credits calculated as described above will be increased as necessary so that the Interest Credits credited to the Indexed Segment during its Indexed Segment Term have an effective annualized interest rate at least equal to the Guaranteed Interest Rate shown on the Policy Data Page.

For purposes of calculating Interest Credits for an Indexed Segment for the Interest Crediting Period, if any amounts are removed on an Interest Crediting Date due to the following, those amounts will not be included with the withdrawals for the Interest Crediting Period just ended; but will be taken into consideration in calculating the next year's Interest Credits:

- a) a withdrawal;
- b) monthly deduction; or
- c) policy loans that utilize the Annually Declared Loan Interest Option.

Interest Credits for an Indexed Segment are calculated on each Interest Crediting Date and added to the Indexed Segment Value on such Interest Crediting Date. Interest Credits are not calculated or credited to an Indexed Segment between Interest Crediting Dates.

For the first Interest Crediting Date for each segment, the preceding Interest Crediting Date will be the Segment Creation Date.

**Participation Rate.** The Participation Rate is the portion of the Index Growth that will be recognized in the calculation of the Interest Credits for an Indexed Segment on an Interest Crediting Date. We will determine the Participation Rate applicable to each Indexed Segment for each Interest Crediting Period and will notify you. The Participation Rate during an Indexed Segment Term will never be less than the Minimum Participation Rate for that Indexed Segment Term shown on the Policy Data Page.

**Cap Rate.** The Cap Rate is the maximum percentage that will be used in the calculation of the Interest Credits. We will determine the Cap Rate applicable to each Indexed Segment for each Interest Crediting Period and will notify you. The Cap Rate during an Indexed Segment Term will never be less than the Minimum Cap Rate for that Indexed Segment Term, shown on the Policy Data Page.

**Indexed Segment Term.** Each Indexed Segment is subject to an Indexed Segment Term shown on the Policy Data Page. Indexed Strategy Value cannot be transferred out of an Indexed Segment prior to the end of the Indexed Segment Term applicable to the segment. On the Interest Crediting Date coinciding with the end of the Indexed Segment Term applicable to an Indexed Segment, the Indexed Segment Value attributable to such Indexed Segment is automatically transferred to the Basic Interest Strategy.

#### **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 either 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 either 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 after the first policy year, 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.

Withdrawals (including the withdrawal charge) are made from the Account Value in the following order:

- a) from the Basic Interest Strategy until the Basic Interest Strategy Value is exhausted; then
- b) from each fixed-term strategy in the order that the fixed-term strategies are listed in the Initial Notice on the Policy Data Page or in subsequent notices provided to you until the value of the fixed-term strategy is exhausted; then
- c) from each indexed strategy in the order that the indexed strategies are listed in the Initial Notice on the Policy Data Page or in subsequent notices provided to you until the value of the indexed strategy is exhausted; then
- d) from any strategy option(s) added by endorsement.

If any fixed-term strategies and/or indexed strategies have multiple segments, withdrawals are made from the most recently-created segment in such strategy, and then the next most recent, successively, until the value of such strategy is exhausted.

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 net 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.

In this calculation, the result of  $A \times (B-D) / (C-D)$  cannot be less than zero.

#### **TERMINATION OF INSURANCE**

This policy terminates when any one of the following occurs:

- a) we receive your written request for full surrender;
- b) the Second Death; 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 and Lapse provisions of this policy will apply.

Two Loan Interest Options (Variable Loan Interest Option and Annually Declared Loan Interest Option) are available under this policy. You may choose the Loan Interest Option at the time of your request for a loan. However, if your policy has an outstanding loan at the time of your request for an additional loan, the new loan(s) must have the same Loan Interest Option as your outstanding loan. When a policy loan with the Annually Declared Loan Interest Option is made, the amount loaned plus loan interest in advance will be removed from the strategies as described in the Annually Declared Loan Interest Option provision of this policy. When a policy loan with the Variable Loan Interest Option is made, the amount loaned plus loan interest in advance will not be removed from the strategies.

You may request to change the Loan Interest Option in effect from one option to the other on an outstanding loan. You may change the Loan Interest Option one time each policy year, up to a maximum of three times while your policy is in force. The new Loan Interest Option selected will be effective for the outstanding balance of all policy loans. You cannot have outstanding loan balances under both Loan Interest Options at the same time.

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.

### ANNUALLY DECLARED LOAN INTEREST OPTION

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 greater 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 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 greater 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.

The Maximum Annually Declared Loan Rate will not exceed 8.0% per annum.

If more than one loan is taken in a given policy year under b) above, the maximum amount available for each loan is equal to the maximum of:

- 1) 10% of the net cash value less the sum of all loans previously received during that policy year under b) above; or
- 2) the net cash value, less the sum of all premiums paid, plus the sum of all withdrawals.

Under the Annually Declared Loan Interest Option, the amount loaned plus loan interest in advance will be removed from the strategies at the time the loan is made and the amount of any unpaid loan interest added to the outstanding policy loan is removed from the strategies at the time the loan interest is due. These amounts will be removed from the strategies in the following order:

- a) from the Basic Interest Strategy until the Basic Interest Strategy Value is exhausted; then
- b) from each fixed-term strategy in the order that the fixed-term strategies are listed in the Initial Notice shown on the Policy Data Page or in subsequent notices provided to you until the value of the fixed-term strategy is exhausted; then
- c) from each indexed strategy in the order that the indexed strategies are listed in the Initial Notice shown on the Policy Data Page or in subsequent notices provided to you until the value of the indexed strategy is exhausted; then
- d) from any strategy option(s) added by endorsement.

If any fixed-term strategies and/or indexed strategies have multiple segments, the amounts loaned are removed from the most recently-created segment in such strategy, and then the next most recent, successively, until the value of such strategy is exhausted.

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.

#### **VARIABLE LOAN INTEREST OPTION**

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.

The maximum annual loan interest rate we may establish will not exceed the equivalent of an effective annual rate of the higher of:

- a) the published monthly average (Moody's Corporate Bond Yield Average - Monthly Average Corporate as published by Moody's Investors Service, Inc., or its successor) for the calendar month ending two months prior to the date the rate is determined; or
- b) the Guaranteed Interest Rate as shown on the Policy Data Page, plus 1% per annum.

The maximum annual loan rate will not exceed the Maximum Variable Loan Rate as shown on the Policy Data Page.

The Insurance Commissioner of the state in which the application was signed will substitute a similar average if the published monthly average is no longer published.

Once the policy has an outstanding loan under the Variable Loan Interest Option, we may change the interest rate once a year on the policy anniversary. The rate being charged may be increased whenever such increase would increase the rate by 1/2% or more per annum. The rate charged must be reduced whenever such reduction would decrease that rate by 1/2% or more per annum. Any change in the interest rate will apply to any existing or new policy loans.

#### **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.

Annually Declared Loan repayments will not be credited back to the segment(s) from which loaned amounts were removed. Instead, upon repayment such amounts will be added to the Basic Interest Strategy and transferred as described in Crediting of Premiums and Transfers from the Basic Interest Strategy provision of this policy.

## 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 either 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 either 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.

## GLOSSARY OF TERMS

This glossary is provided to assist you in identifying and understanding the terms used in this policy. These descriptions are for your convenience only and are qualified in their entirety by the more specific details set forth in this policy.

**Account Value** - The policy value calculated as described under the Nonforfeiture Provisions of this policy.

**Cap Rate** - The maximum percentage that will be used in the calculation of the Interest Credits.

**Index Growth** - The percentage increase in the Index Number which is calculated as described under the 1 Year Point to Point and 2 Year Point to Point Indexed Strategies provision of this policy or in a strategy endorsement.

**Basic Interest Strategy** - Interest crediting strategy to which all net premiums are added when received at our Administrative Office, as described under the Basic Interest Strategy Value Minimum provision of this policy.

**Basic Interest Strategy Value** - The value of the Basic Interest Strategy calculated as described under the Nonforfeiture Provisions of this policy.

**Basic Interest Strategy Value Minimum** - An estimate of the amount required to cover the monthly deductions for 12 months, calculated as described under the Basic Interest Strategy Value Minimum provision of this policy.

**Fixed-Term Segment** - The portion of the total Fixed-Term Strategy associated with each transfer of values from the Basic Interest Strategy to the Fixed-Term Strategy, as described under the Nonforfeiture Provisions of this policy.

**Fixed-Term Segment Length** - The period of time during which amounts transferred to a Fixed-Term Segment cannot be transferred to another interest crediting strategy, as described under the Nonforfeiture Provisions of this policy.

**Fixed-Term Strategy** - Interest crediting strategy that credits interest at no less than this policy's Guaranteed Interest Rate, as described under the Fixed-Term Strategies Interest Rates provision of this policy.

**Fixed-Term Strategy Value** - The sum of the values of each fixed-term strategy calculated as described under the Nonforfeiture Provisions of this policy.

**Guaranteed Interest Rate** - The minimum guaranteed interest rate shown on the Policy Data Page.

**Index** - The measure used for determining the Interest Credits, as described under the 1 Year Point to Point and 2 Year Point to Point Indexed Strategies provision of this policy or in a strategy endorsement.

**Interest Credits** - The index-linked interest credited to an Indexed Segment, which is calculated as described under the 1 Year Point to Point and 2 Year Point to Point Indexed Strategies provision of this policy or in a strategy endorsement.

**Index Number** - The Index Number as of any date is the value of the Index as of the close of business on the day before such date. We determine the Index Number using the value as reported by a third party source at a consistent time each day. Any change in the reported value of the Index after our determination of the Index Number will not be included in the calculation of the Index Growth, if applicable. If the value of the Index is not reported on any date for which it is needed, the first preceding reported value of the Index will be used.

**Indexed Segment** - The portion of the total Indexed Strategy associated with each transfer of values from the Basic Interest Strategy to the Indexed Strategy, as described under the Nonforfeiture Provisions of this policy.

**Indexed Segment Term** - The period of time during which amounts transferred to an Indexed Segment cannot be transferred to another interest crediting strategy, as described under the Nonforfeiture Provisions of this policy.

**Indexed Segment Value** - The value of a particular Indexed Segment.

**Indexed Strategy** - Interest crediting strategy that is linked to the growth of an identified index, as described under the 1 Year Point to Point and 2 Year Point to Point Indexed Strategies provision of this policy or in a strategy endorsement.

**Indexed Strategy Value** - The sum of the values of each indexed strategy calculated as described under the Nonforfeiture Provisions of this policy.

**Initial Net Premium** - The portion of the initial paid premium that is added to the Basic Interest Strategy when received by us at our Administrative Office.

**Interest Crediting Date** - The dates that Interest Credits for an Indexed Segment are calculated and added to the Indexed Segment Value. The Interest Crediting Dates for each indexed strategy are shown in the Initial Notice on the Policy Data Page or in subsequent notices to you.

**Minimum Cap Rate** - The lowest Cap Rate that we may apply to an Indexed Segment during its Indexed Segment Term, as described under the 1 Year Point to Point and 2 Year Point to Point Indexed Strategies provision of this policy or in a strategy endorsement.

**Minimum Face Amount** - The smallest Face Amount allowed at issue, after a face amount decrease or following a withdrawal. The Minimum Face Amount is shown on the Policy Data Page.

**Minimum Monthly Premium** - An amount shown on the Policy Data Page that is used in determining whether the minimum premium test is met, as described under the Lapse provision of this policy.

**Minimum Participation Rate** - The lowest Participation Rate that we may apply to any Indexed Segment, as described under the 1 Year Point to Point and 2 Year Point to Point Indexed Strategies provision of this policy or in a strategy endorsement.

**Minimum Net Premium** - Premium paid multiplied by the percentage shown as the Minimum Net Premium on the Policy Data Page. In any policy year, we may apply a higher percentage than the Minimum Net Premium percentage. This amount is the Net Premium added to the Basic Interest Strategy.

**Participation Rate** - The portion of the Index Growth that will be recognized in the calculation of the Interest Credits for an Indexed Segment on an Interest Crediting Date, as described under the 1 Year Point to Point and 2 Year Point to Point Indexed Strategies provision of this policy or in a strategy endorsement.

**Second Death** - The death of the last surviving Insured of the two Insureds shown on the Policy Data Page.





**AVIVA**

**Aviva Life and Annuity Company**

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

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**LAST SURVIVOR  
FLEXIBLE PREMIUM ADJUSTABLE  
LIFE INSURANCE  
WITH INDEXED FEATURE**

**Death proceeds payable upon the Second Death.**

**Flexible premiums payable until the younger Insured's age 121.**

**Adjustable death benefit.**

**Non-participating.**

## 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.



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### **SURVIVOR LIFE PROTECTOR PAID UP RIDER**

(Attached to and made a part of the policy)

We agree to prevent your policy from entering the grace period due to the outstanding policy loan exceeding the Account Value less the Surrender Charge on any monthly due date, subject to the conditions outlined in this Rider. The benefit is subject to the provisions, terms and conditions of this Rider and the policy to which it is attached. This Rider is issued in consideration of the application received for this Rider.

#### **BENEFIT**

If, on any monthly due date before the Monthly Deduction is deducted from the Account Value, your Loan Percentage equals or exceeds the Minimum Loan Percentage shown on the Policy Data Page, your policy will automatically become paid up subject to the following conditions:

- a) the younger Insured's attained age must be equal to or greater than the Younger Insured's Minimum Age shown on the Policy Data Page; and
- b) the policy must have been in force for at least the Minimum Policy Duration shown on the Policy Data Page; and
- c) the outstanding policy loan is greater than the Face Amount.

The Loan Percentage on any monthly due date is equal to:

- a) the outstanding policy loan; divided by
- b) the Account Value less the Surrender Charge.

#### **COST**

When this Rider is exercised, there will be a One Time Charge deducted from the Account Value before calculating the paid up face amount. The One Time Charge will never be more than the Maximum One Time Charge Percentage shown on the Policy Data Page multiplied by the Account Value.

#### **PAID UP COVERAGE**

When this Rider is exercised, your policy coverage will be changed as follows:

- a) The Death Benefit Option will switch to Death Benefit Option 1 unless that option is already in effect. No future Death Benefit Option changes may be made.
- b) All values will be transferred to the Basic Interest Strategy and no future transfers may be made. We will increase the Interest Credits credited to any Indexed Segments as necessary so that the interest earned during the elapsed term of every Indexed Segment have an effective annualized interest rate at least equal to the Guaranteed Interest Rate shown on the Policy Data Page.
- c) Any outstanding policy loans under the Variable Loan Interest Option will be converted to the Annually Declared Loan Interest Option.
- d) No additional policy loans may be made, however, loan interest will continue to accrue at the Minimum Annually Declared Loan Rate shown on the Policy Data Page per annum in advance.
- e) No premium payments may be made.
- f) There are no monthly deductions.
- g) No withdrawals may be made.
- h) All other riders attached to your policy will terminate except for the Accelerated Benefit Rider.

The paid up face amount will be equal to:

- a) the Account Value at the time this Rider is exercised less the Surrender Charge less the One Time Charge; multiplied by
- b) the applicable Percentage of Account Value shown in the Table of Minimum Death Benefits on the Policy Data Page.

**DEATH BENEFIT**

The Death Benefit of the paid up policy will be equal to the greater of:

- a) the paid up face amount; and
- b) the greater of the Account Value or the outstanding policy loan, multiplied by the applicable Percentage of Account Value shown in the Table of Minimum Death Benefits on the Policy Data Page.

**TERMINATION**

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

- a) policy termination or maturity; and
- b) the monthly due date following our receipt of your written request to terminate this Rider.

**REINSTATEMENT**

If this Rider was in force at the time the policy lapsed, it may only be reinstated if the policy is reinstated. The requirements for reinstatement of this Rider are the same as those for reinstatement of the policy.

**EFFECTIVE DATE**

The effective date of this Rider will be the Policy Date, unless a later effective date is shown on the Policy Data Page or endorsement.

[  ]

[ Richard C. Cohan ]  
Secretary



# AVIVA

## Aviva Life and Annuity Company

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### **SURVIVOR NO LAPSE GUARANTEE RIDER (NLG)**

(Attached to and made a part of this policy)

This Rider is added to and made a part of the policy to which it is attached. The benefit is subject to the provisions, terms and conditions of this Rider and the policy. This Rider is issued in consideration of the application received and payment of the cost for this Rider.

#### **BENEFIT**

This Rider provides a No Lapse Guarantee or lapse protection period that applies to the policy. Under this Rider, the policy will not terminate under the Grace Period and Lapse provisions of the policy if you meet the NLG values test. The NLG values test is satisfied if the NLG Value minus any outstanding policy loan(s) is greater than zero. This NLG values test must be satisfied on each monthly due date. If this test is not satisfied, this Rider will not prevent the Grace Period or Lapse provisions from applying. If at any monthly due date the NLG values test is not satisfied, and the net cash value is not sufficient to cover the current monthly deduction, the policy will enter the grace period and the Grace Period and Lapse provisions will apply.

However, if any outstanding policy loan(s) exceeds the cash value of the policy, the No Lapse Guarantee as described in the preceding paragraph does not apply and the Grace Period and Lapse provisions of this policy to which this Rider is attached will apply.

The lapse protection period or length of time the No Lapse Guarantee is available depends on the calculation of a NLG Value as defined in this Rider. Several provisions in this Rider explain the basis of that calculation. The NLG Value is used only for the purpose of determining whether the benefit under this Rider is available. It does not represent value that can be accessed by you. Further, these calculations do not affect the policy's Account Value or any other value described in the policy.

In general, the lapse protection period provided by this Rider is subject to change based on:

- a) Taking a policy loan or withdrawal;
- b) Changing the Face Amount;
- c) Changing the Death Benefit Option;
- d) Changing the Rate Class;
- e) Adding or deleting riders;
- f) Changing your premium payment amount; and
- g) When a premium payment is applied.

**RIDER COST**

The cost for this Rider is assessed monthly. This cost will be included in the monthly deduction from the policy Account Value and is not payable after this Rider is terminated. We calculate the monthly cost for this Rider as A x B where:

A is the Monthly Rider Charge per \$1,000 shown on the Policy Data Page for this Rider.

B is the current policy Face Amount plus the current Face Amount of the Survivor Term Life Insurance Rider, if attached, on the monthly due date divided by 1000.

**NLG CALCULATION PROVISIONS**

Various terms used in this section of this Rider are used solely for purposes of calculating the NLG Value. These terms include the NLG Premium, NLG Premium Reduction, NLG Monthly Expense Charge, NLG Tier Amount, NLG Monthly Cost of Insurance, NLG Monthly Cost of Insurance Rates, NLG Net Amount At Risk, NLG Monthly Rider Charges, NLG Death Benefit, and NLG Interest Rate. None of these terms represent amounts actually available, credited or payable to you. Your policy specifies and governs the amounts available to you.

**NLG VALUE**

The NLG Value on the Policy Date is equal to:

- a) The premium paid, less the NLG Premium Reduction; less
- b) The NLG Monthly Expense Charge; less
- c) The NLG Monthly Rider Charges for the first policy month; less
- d) The NLG Monthly Cost of Insurance for the first policy month.

The NLG Value on a monthly due date is:

- a) The NLG Value on the preceding monthly due date; plus
- b) One month's interest on a), calculated using the NLG Interest Rate; plus
- c) Any NLG Premiums less the NLG Premium Reduction; plus
- d) Interest on c), calculated using the NLG Interest Rate, from the date of receipt to the monthly due date; less
- e) Any withdrawals made since the preceding monthly due date plus interest on those withdrawals calculated using the NLG Interest Rate; less
- f) The NLG Monthly Expense Charge; less
- g) The NLG Monthly Rider Charges for the current monthly due date; less
- h) The NLG Monthly Cost of Insurance for the current monthly due date.

The interest as described above will never be less than zero.

If any premium is received within 14 calendar days prior to a policy anniversary, we will deduct the NLG Premium Reduction effective on that upcoming policy anniversary in Item c) above.

The NLG Value at any time other than on a monthly due date will be calculated in a manner consistent with that described above.

**NLG PREMIUM**

The NLG Premium is equal to the premium paid for the policy.

If within the NLG Exchange Period as shown on the Policy Data Page for this Rider but after the Policy Date, you add any amounts to this policy from any other life policy that you transfer to us and such transfer qualifies within Section 1035 of the Internal Revenue Code, those amounts will be treated as NLG Premium received as of the Policy Date for the purpose of calculating the NLG Value. All subsequent NLG Values up to the current monthly due date will then be recalculated.

### **NLG PREMIUM REDUCTION**

The NLG Premium Reduction used in calculating the NLG Value is determined by multiplying the appropriate NLG Tier Amount by the corresponding NLG Tier Reduction Factor, then adding the results for all applicable tiers. There are four levels of NLG Tier Reduction Factors as shown on the Policy Data Page. The NLG Tier Reduction Factors are based on both Insureds' issue age, policy duration, sex, rate class and the amount of NLG Premium paid.

There are four levels of NLG Tier Amounts. The NLG Tier Amounts are determined each policy year as follows:

Tier 1 Amount - total NLG Premiums paid for that policy year up to and including the NLG Tier 1 Maximum Premium.

Tier 2 Amount - total NLG Premiums paid for that policy year above the NLG Tier 1 Maximum Premium up to and including the NLG Tier 2 Maximum Premium.

Tier 3 Amount - total NLG Premiums paid for that policy year above the NLG Tier 2 Maximum Premium up to and including the NLG Tier 3 Maximum Premium.

Tier 4 Amount - total NLG Premiums paid for that policy year above the NLG Tier 3 Maximum Premium.

In the event of a change in the Face Amount of the base policy, a corresponding change will be made to the NLG Tier Maximum Premiums.

### **NLG MONTHLY EXPENSE CHARGE**

The NLG Monthly Expense Charge is used in the NLG Value calculation. The NLG Monthly Expense Charge is calculated by multiplying the NLG Monthly Expense Charge Rate per \$1,000, shown on the Policy Data Page, by the NLG Death Benefit. The NLG Monthly Expense Charge is based on both Insureds' issue age, sex and rate class and is shown on the Policy Data Page for this Rider.

### **NLG MONTHLY RIDER CHARGES**

The NLG Monthly Rider Charges used in calculating the NLG Value for riders attached to the policy are:

- a) Zero for this Rider, the Survivor Term Life Insurance Rider, if attached to the base Policy and any riders that do not have a monthly cost;
- b) For all other riders attached to the policy, the monthly costs can be no more than those shown in the Table of NLG Maximum Monthly Rider Charges on the Policy Data Page.

### **NLG MONTHLY COST OF INSURANCE**

The NLG Monthly Cost of Insurance used in calculating the NLG Value is determined on each monthly due date and is calculated as follows:

- a) Calculate the NLG Net Amount At Risk by:
  1. Dividing the NLG Death Benefit on the monthly due date by 1.00165158; then
  2. Subtracting the NLG Value on the monthly due date before deduction of the NLG Monthly Cost of Insurance; then
- b) Divide the NLG Net Amount At Risk by 1,000; then
- c) Multiply the result of b) by the applicable NLG Monthly Cost of Insurance Rate.

The minimum NLG Net Amount At Risk is zero.

### **NLG MONTHLY COST OF INSURANCE RATES**

The NLG Monthly Cost of Insurance Rates used in calculating the NLG Monthly Cost of Insurance are based on each Insureds' issue age, sex, current rate class, rating, if any, and policy duration. The NLG Monthly Cost of Insurance Rates are shown on the Policy Data Page for this Rider.

### **NLG DEATH BENEFIT**

Under Death Benefit Option 1, the NLG Death Benefit is calculated by multiplying the NLG Face Amount by the NLG Face Amount Multiplier. The NLG Death Benefit is used in calculating the NLG Monthly Cost of Insurance and the NLG Monthly Expense Charge. The NLG Face Amount is equal to the current policy Face Amount plus the current Face Amount of the Survivor Term Life Insurance Rider, if attached to the base policy.

Under Death Benefit Option 2, the NLG Death Benefit is calculated by multiplying the NLG Face Amount by the NLG Face Amount Multiplier and then adding the NLG Value. The NLG Death Benefit is used in calculating the NLG Monthly Cost of Insurance and the NLG Monthly Expense Charge. The NLG Face Amount is equal to the current policy Face Amount plus the current Face Amount of the Survivor Term Life Insurance Rider, if attached to the base policy.

### **NLG INTEREST RATE**

The NLG Interest Rate is the interest rate used in the NLG Value calculation. The NLG Interest Rate is based on both Insureds' issue age, sex, rate class and the death benefit option chosen on the policy and is shown on the Policy Data Page for this Rider.

## **GENERAL PROVISIONS**

### **EFFECTIVE DATE**

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

### **GENERAL**

While this Rider is in force, no transfers may be made into any fixed-term strategy as described in the policy.

### **TERMINATION**

This Rider will terminate on the earliest of:

- a) The Expiry Date for this Rider noted on the Policy Data Page.
- b) A termination as provided in the Restoration Period provision of this Rider.
- c) The monthly due date following your written request to terminate this Rider.
- d) Policy termination.
- e) The effective date of the exercise of the Survivor Life Protector Paid Up Rider, if attached to your policy.

### **REINSTATEMENT**

If the policy lapses and is reinstated, this Rider cannot be reinstated.

### **RESTORATION PERIOD**

The continuation of this Rider requires that the NLG Value, less policy loans, not fall below zero for any five-year period. If the NLG Value minus any outstanding policy loan(s) remains at or below zero for 60 consecutive monthly due dates, this Rider will terminate. If the NLG Value minus any outstanding policy loan(s) exceeds zero at any monthly due date within such five-year period, then this Rider will be deemed restored. A new five-year restoration period will begin at any subsequent monthly due date at which the NLG Value minus any outstanding policy loan(s) equals or is below zero.

[  ]

[ Richard C. Cohan ]  
Secretary



**Aviva Life and Annuity Company**

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**JOINT FIRST DEATH TERM LIFE INSURANCE RIDER**

(Attached to and made a part of this policy)

We agree to pay the Face Amount of this Rider as shown on the Policy Data Page upon receipt of Due Proof of the death of the first Insured. The death of the first Insured must occur while the policy and this Rider are in force and before this Rider's Expiry Date shown on the Policy Data Page. This Benefit is subject to the provisions, terms and conditions of this Rider and the policy to which it is attached. This Rider is issued in consideration of the application received and the payment of the cost for this Rider.

**RIDER COST**

The cost of this Rider is determined on a monthly basis. This cost will be included in the monthly deduction from the policy's Account Value and is not payable after this Rider is terminated. We calculate the monthly cost for this Rider as  $(A \times B/1000) + (C \times D/1000)$  where:

- A is the monthly term life insurance rider cost of insurance rate for each Insured's issue age, sex, policy duration and rate class.
- B is the current Face Amount of this Rider.
- C is the monthly per \$1,000 of Rider Face Amount Rate.
- D is the Face Amount of this Rider at Policy Issue.

We can change the rates from time to time. We will determine the monthly cost of insurance rates and monthly per \$1,000 of Rider Face Amount 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 issue age, sex, policy duration and rate class. Monthly cost of insurance rates will never be greater than those shown on the Table of Monthly Guaranteed Maximum Cost of Insurance Rates for this Rider as shown on the Policy Data Page. Any change in the monthly per \$1,000 of Rider Face Amount Rates will apply uniformly to all members of the same issue age, sex, policy duration and rate class and will never be greater than those shown in the Maximum Monthly per \$1,000 of Rider Face Amount Rate shown on the Policy Data Page.

Should both Insureds live to the younger Insured's age 121, this Rider will not mature. At the younger Insured's age 121, all charges for this Rider will cease and this Rider will be fully paid up at the then current Rider Face Amount.

**RIDER FACE AMOUNT DECREASES**

After the first policy year and before the younger Insured's attained age 121, you may request to decrease the Face Amount of this Rider by sending a written request to our Administrative Office, subject to the following conditions:

- a) The decrease becomes effective on the monthly due date on or immediately preceding the date of our approval of your request.
- b) The Face Amount of this Rider remaining in force after any approved decrease may not be less than the minimum face amount for this Rider according to our published rules at the time of decrease.
- c) We may limit the number of decreases to not more than one in any 12-month period.

In the event of a Rider Face Amount decrease, the Minimum Monthly Premium and monthly expense charges will not decrease.

**SIMULTANEOUS DEATH OF INSUREDS**

In the event that both Insureds die and there is no proof that the Insureds died other than simultaneously, then no death benefit associated with this Rider will be paid.

**BENEFICIARY**

The Beneficiary named to receive the death benefit associated with this Rider may be a different individual than that named as the Beneficiary of the death benefit associated with the base Policy to which this Rider is attached.

In the event that a Beneficiary is not specifically named for the benefit provided by this Rider, the Beneficiary of the death benefit will be the Owner of the base Policy to which this Rider is attached.

**INCONTESTABILITY**

All statements made in the application or supplemental applications are considered representations and not warranties. No statement will be used to void this Rider or to defend against a claim unless contained in the application, supplemental application, or any amendments attached to the policy at issue or made part of the policy when a change becomes effective.

Other than for non-payment of premiums sufficient to keep this Rider in force, the validity of this Rider 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) both Insureds are alive two years from the Policy Date.

**SUICIDE**

If either Insured commits suicide, while sane or insane, during the first two years from the Policy Date, our liability will be limited to the monthly deductions made from the policy to cover the monthly cost for this Rider.

**MISSTATEMENT OF AGE OR SEX**

If either Insured's age or sex is misstated, we will adjust any amount payable under this Rider based on what the monthly cost for this Rider would have purchased at the correct age and sex of both Insureds.

**TERMINATION**

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

- a) Upon the death of the first Insured;
- b) if any premium due to cover the monthly deduction for this Rider or policy remains unpaid at the end of its grace period;
- c) when the policy terminates;
- d) the monthly due date following your written request to terminate this Rider.

**REINSTATEMENT**

If the policy lapses and is reinstated, this Rider cannot be reinstated.

**EFFECTIVE DATE**

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

[  ]

[Richard C. Cohan]  
Secretary



**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 ]

**JOINT FIRST DEATH DECREASING TERM LIFE INSURANCE RIDER**

(Attached to and made a part of this policy)

We agree to pay the current Face Amount of this Rider upon receipt of Due Proof of the death of the first Insured. The death of the first Insured must occur while the policy and this Rider are in force and before this Rider's Expiry Date shown on the Policy Data Page. This Benefit is subject to the provisions, terms and conditions of this Rider and the policy to which it is attached. This Rider is issued in consideration of the application received and the payment of the cost for this Rider.

**FACE AMOUNT OF RIDER**

The initial Face Amount of this Rider and the Rider Duration are determined at time of application. The Face Amount of this Rider will decrease each year as shown in the table on the Policy Data Page.

**RIDER COST**

The cost of this Rider is determined on a monthly basis. This cost will be included in the monthly deduction from the policy's Account Value and is not payable after this Rider is terminated. We calculate the monthly cost for this Rider as  $(A \times C/1000) + (B \times C/1000)$  where:

A is the monthly term life insurance rider cost of insurance rate for each Insured's issue age, sex, policy duration and rate class.

B is the monthly per \$1,000 of Rider Face Amount Rate.

C is the current Face Amount of this Rider as shown in the table on the Policy Data Page.

We can change the rates from time to time. We will determine the monthly cost of insurance rates and monthly per \$1,000 of Rider Face Amount 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 issue age, sex, policy duration and rate class. Monthly cost of insurance rates will never be greater than those shown on the Table of Monthly Guaranteed Maximum Cost of Insurance Rates for this Rider as shown on the Policy Data Page. Any change in the monthly per \$1,000 of Rider Face Amount Rates will apply uniformly to all members of the same issue age, sex, policy duration and rate class and will never be greater than those shown in the Maximum Monthly per \$1,000 of Rider Face Amount Rate shown on the Policy Data Page.

**SIMULTANEOUS DEATH OF INSUREDS**

In the event that both Insureds die and there is no proof that the Insureds died other than simultaneously, then no death benefit associated with this Rider will be paid.

**BENEFICIARY**

The Beneficiary named to receive the death benefit associated with this Rider may be a different individual than that named as the Beneficiary of the death benefit associated with the base Policy to which this Rider is attached.

In the event that a Beneficiary is not specifically named for the benefit provided by this Rider, the Beneficiary of the death benefit will be the Owner of the base Policy to which this Rider is attached.

**PAYOUT OPTIONS**

In lieu of payment of a single sum, you may elect to have any benefit payable under this Rider paid as premium toward the base Policy to which this Rider is attached. In such case, any premium will be applied to the base Policy effective as of the date of the first Insured's death.

We may limit the amount of premium paid to the base Policy so that the Policy will continue to qualify as a life insurance policy under any applicable law or regulation. To continue this qualification, we may refuse to apply the entire amount of benefit payable under this Rider as additional premium. In that event, we will apply the benefit as premium to the maximum extent possible and pay the remaining amount as death benefit to the Beneficiary.

**INCONTESTABILITY**

All statements made in the application or supplemental applications are considered representations and not warranties. No statement will be used to void this Rider or to defend against a claim unless contained in the application, supplemental application, or any amendments attached to the policy at issue or made part of the policy when a change becomes effective.

Other than for non-payment of premiums sufficient to keep this Rider in force, the validity of this Rider will not be contestable after both the following conditions are met:

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

**SUICIDE**

If either Insured commits suicide, while sane or insane, during the first two years from the Policy Date, our liability will be limited to the monthly deductions made from the policy to cover the monthly cost for this Rider.

**MISSTATEMENT OF AGE OR SEX**

If either Insured's age or sex is misstated, we will adjust any amount payable under this Rider based on what the monthly cost for this Rider would have purchased at the correct age and sex of both Insureds.

**TERMINATION**

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

- a) Upon the death of the first Insured;
- b) if any premium due to cover the monthly deduction for this Rider or policy remains unpaid at the end of its grace period;
- c) when the policy terminates;
- d) the Expiry Date shown on the Policy Data Page for this Rider;
- e) the monthly due date following your written request to terminate this Rider.

**REINSTATEMENT**

If the policy lapses and is reinstated, this Rider cannot be reinstated.

**EFFECTIVE DATE**

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

[  ]

[Richard C. Cohan]  
Secretary

# Joint Life Insurance Application

www.avivausa.com



## Aviva Life and Annuity Company

7700 Mills Civic Parkway  
 West Des Moines, IA 50266-3862  
 Life Customer Contact Center – Tel: [800 800 9882] Fax: [800 531 0038]

<b>AGENT/PRODUCER CODE:</b>
<b>AGENT/PRODUCER NAME:</b>

### A. INFORMATION ABOUT PROPOSED INSUREDS

PROPOSED INSURED #1			PROPOSED INSURED #2		
First Name	Is Insured also the Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No		First Name	Is Insured also the Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Last Name	M. I.		Last Name	M. I.	
Address			Address		
City	State	Zip	City	State	Zip
E-Mail			E-Mail		
Home Phone ( ) -	Business Phone ( ) -		Home Phone ( ) -	Business Phone ( ) -	
Birth Date / /	Birth State	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birth Date / /	Birth State	Gender <input type="checkbox"/> M <input type="checkbox"/> F
Maiden Name	Social Security Number		Maiden Name	Social Security Number	
Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced or Separated <input type="checkbox"/> Widow or Widower			Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced or Separated <input type="checkbox"/> Widow or Widower		
U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No		Permanent Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No	U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No		Permanent Resident? <input type="checkbox"/> Yes <input type="checkbox"/> No
Driver's License or other government issued photo ID: Document Type			Driver's License or other government issued photo ID: Document Type		
Document #	Where Issued		Document #	Where Issued	
Issue Date	Expiry Date		Issue Date	Expiry Date	
Employer	How Long?		Employer	How Long?	
Occupation/Duties			Occupation/Duties		
Annual earned income \$	Annual unearned income \$	Net worth \$	Annual earned income \$	Annual unearned income \$	Net worth \$



\* 1 7 9 4 9 0 2 1 2 0 1 \*

**B. INFORMATION ABOUT OWNER (If different from both Proposed Insured #1 & #2)**

<input type="checkbox"/> Individual		<input type="checkbox"/> Business		<input type="checkbox"/> Trust		Date of Trust	
Name (Owner, Business or Trustee)						Birth Date / /	
If Trust, Name of Trust							
Address				City		State	Zip
Relationship to Proposed Insureds				Social Security # or Taxpayer ID #			
Is the Owner a resident or citizen, or an entity organized under the laws of a country other than the U.S.? <input type="checkbox"/> Yes <input type="checkbox"/> No							
Owner's or Trustee's personal Driver's License or other government issued photo ID, or corporate license:							
Document Type		Document #		Where Issued		Issue Date	Expiry Date
<b>Contingent Owner</b> (If none specified, policy provisions will apply.)							
Driver's License or other government issued photo ID:							
Document Type		Document #		Where Issued		Issue Date	Expiry Date
Mail notices to <input type="checkbox"/> Insured <input type="checkbox"/> Owner <input type="checkbox"/> Other (specify):							
Other Notice Address				City		State	Zip
<b>Tax Qualification Type:</b>		<input type="checkbox"/> <b>Qualified Plan:</b> Type: <input type="checkbox"/> Profit Sharing Plan <input type="checkbox"/> 401(k) <input type="checkbox"/> Other Defined Benefit			<input type="checkbox"/> <b>Non-Qualified Plan:</b> Type: <input type="checkbox"/> Deferred Comp <input type="checkbox"/> Split Dollar <input type="checkbox"/> Executive Bonus <input type="checkbox"/> Other		

**C. BENEFICIARY(IES)**

(If Trust, complete name and date of Trust. If necessary, use an additional page for additional details, signature of Owner & date.)

Print Full Name	Birth Date	Social Security # or Taxpayer ID #	Relationship	%	Beneficiary Type
					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent



**D. POLICY INFORMATION**

**PROPOSED INSURED #1:**  Tobacco  Non-Tobacco **PROPOSED INSURED #2:**  Tobacco  Non-Tobacco

<b>Base Plan</b>	Amount of Insurance \$
Additional Coverage	Amount of Insurance \$

**Riders:**  No-Lapse Guarantee  Policy Split Option  Life Paid Up  Estate Protection  Other: \_\_\_\_\_  
 First Survivor Premium Rider: Initial Face Amount \$ \_\_\_\_\_ Rider Duration \_\_\_\_\_  
 First Survivor Benefit Rider: Face Amount \$ \_\_\_\_\_  
 Is the relationship between Proposed Insureds either Spouses or Parent/Child?  Yes  No  
 If First Survivor Premium Rider or First Survivor Benefit Rider Beneficiary is different from Owner, Please specify:

Print Full Name	Birth Date	Social Security # or Taxpayer ID #	Relationship	%	Beneficiary Type
					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent

**UL** Death Benefit Option:  Level  Increasing  Death Benefit Return of Premium Rider

Premium Direction/Interest Crediting Strategy:

1 Year Point-to-Point: %	2 Year Point-to-Point: %	1 Year Monthly Average: %	1 Year Monthly Cap: %
1 Year Average Multiple Index: %	5 Year Fixed Term: %	1 Year Fixed Term: %	Other: %

Levelized Strategy Transfer  Yes  No

**E. PREMIUM INFORMATION**

**1. Premium**

Planned Premium \$ \_\_\_\_\_ Additional Premium (Lump Sum) \$ \_\_\_\_\_

Billing Frequency:  Annual  Semi-Annual  Quarterly  EFT/PAC (Complete Authorization)  
 Other: \_\_\_\_\_

Has the premium for the policy applied for been given to the Agent/Producer?  Yes  No Amount: \$ \_\_\_\_\_

How paid?  Check  Other (specify): \_\_\_\_\_

**Additional Policy Specifications** Date for Backdated Policy \_\_\_\_\_ Other \_\_\_\_\_

2. Will any policy issued as a result of this application have any portion of the initial or future premiums paid, or otherwise provided, by anyone other than an insured, their family or employer? . . . . .  Yes  No  
 (If yes, please review and acknowledge by signing the Premium Financing forms.)

**F. INFORCE/REPLACEMENT INFORMATION**

1. Are any life insurance policy(ies) or annuity contract(s) inforce? . . . . .  Yes  No  
 If yes, complete section below. (Attach separate sheet if necessary, signed and dated by Proposed Insured #1)

**PROPOSED INSURED #1**

Company	Amount	Waiver Premium?	Personal/Business	Year Issued	Replacing Y/N?	Additional Death Benefit Amount



**F. INFORCE/REPLACEMENT INFORMATION** (continued)

PROPOSED INSURED #2

2. Are any life insurance policy(ies) or annuity contract(s) inforce?  Yes  No  
 If yes, complete section below. (Attach separate sheet if necessary, signed and dated by Proposed Insured #2)

Company	Amount	Waiver Premium?	Personal/Business	Year Issued	Replacing Y/N?	Additional Death Benefit Amount

- |  |  |  |
|--|--|--|
|  | <b>PROPOSED INSURED #1</b>                               | <b>PROPOSED INSURED #2</b>                               |
| 3. Will any life insurance policy(ies) or annuity contract(s) presently or recently inforce be replaced or changed by this policy applied for? . . . . . | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Have you ever been declined, rated, or had coverage modified or withdrawn, or reinstatement declined by any insurance company? . . . . .              | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Within the last year, has any other life, health or long term care insurance been issued or applied for, or is any to be applied for? . . . . .       | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**G. GENERAL INFORMATION**

1. Do you use any form of tobacco or nicotine based products? . . . . .  Yes  No  Yes  No  
 If no, have you used any form of tobacco or nicotine based products in the last 5 years? . . . .  Yes  No  Yes  No  
 If yes, when did you last use tobacco or nicotine based products?

**PROPOSED INSURED #1**

Mo./Yr. Last Used:  Type:  Quantity:

**PROPOSED INSURED #2**

Mo./Yr. Last Used:  Type:  Quantity:

2. Have you engaged in the last 3 years, or do you intend within the next 12 months to engage:
- |  |  |  |
|--|--|--|
| a. In any aviation activity other than as a passenger? . . . . .   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b. In ballooning, gliding, boat or vehicle racing, mountain or rock climbing, parachuting, sky diving, underwater diving or any other hazardous sport or activity? . . . . . | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
3. Within the last 5 years, have you filed for bankruptcy (personal or business)? . . . . .  Yes  No  Yes  No
4. Within the last 5 years, have you been charged with reckless driving, driving under the influence of alcohol or drugs, or 2 or more moving violations, or had your driver's license revoked or suspended, or received a warning letter? . . . . .  Yes  No  Yes  No
5. Have you been arrested for an illegal activity, acquired a criminal record, or are you currently on probation, parole, or under investigation? . . . . .  Yes  No  Yes  No
6. Are you a member of or do you contemplate joining one of the Armed Forces or an active or reserve military unit? . . . . .  Yes  No  Yes  No
7. Have you in the past 2 years traveled or do you intend to travel or live outside the United States or Canada? . . . . .  Yes  No  Yes  No
8. Are you a resident or citizen of a country other than the U.S.? . . . . .  Yes  No  Yes  No
9. In the last 5 years, have you sold a life insurance policy or annuity contract to a life settlement or viatical company, secondary market purchaser or investor? . . . . .  Yes  No  Yes  No
10. Will any person or entity, other than a life insurance company, evaluate you in order to provide any form of life expectancy evaluation? . . . . .  Yes  No  Yes  No



Give complete details of any YES answers to questions G-1 through G-10. (Attach separate sheet if necessary, signed and dated by Proposed Insureds #1 & #2.)

Ques. #	PROPOSED INSURED #1	Ques. #	PROPOSED INSURED #2

**H. PHYSICIAN CONTACT INFORMATION**

(Attach separate sheet if necessary, signed and dated by Proposed Insureds #1 & #2.)

1. Contact information for your doctor(s) or health care provider(s):

	Name	Address	Phone #
<b>PROPOSED INSURED #1</b>			
<b>PROPOSED INSURED #2</b>			

2. When did you last consult a doctor and why?

<b>PROPOSED INSURED #1</b>	
<b>PROPOSED INSURED #2</b>	

3. What medication(s) (prescribed or over the counter) are you now taking? (If none, so state)

<b>PROPOSED INSURED #1</b>	
<b>PROPOSED INSURED #2</b>	

**I. MEDICAL INFORMATION**

For each Proposed Insured, this section does not need to be completed if an Aviva company medical exam is required for that Proposed Insured. Please skip to Section J if it is not necessary to complete Section I.

1. **PROPOSED INSURED #1**

**PROPOSED INSURED #2**

Height in shoes	Weight in clothes
ft. in.	lbs.

Height in shoes	Weight in clothes
ft. in.	lbs.

PROPOSED INSURED #1	PROPOSED INSURED #2
---------------------	---------------------

- 2. Have you gained or lost more than 10 pounds in the last year?  Yes  No
- 3. Are you now under observation or treatment?  Yes  No
- 4. Have you ever been diagnosed by a medical professional as having or been treated for AIDS or ARC (AIDS-related complex)?  Yes  No
- 5. Have you ever tested positive for antibodies to the AIDS Human T-Cell Lymphotropic (HIV) virus?  Yes  No
- 6. Have you ever requested or received a benefit, military deferment, discharge or rejection, payment or pension because of a disability, injury, or sickness?  Yes  No
- 7. HAVE YOU EVER HAD OR HAVE SYMPTOMS OF OR BEEN TREATED FOR:
  - a. Disease of the heart or circulatory system, including high blood pressure, heart attack, coronary artery disease, or chest pain?  Yes  No
  - b. Heart murmur, rhythm abnormality, heart catheterization, echocardiogram or an exercise treadmill test?  Yes  No
  - c. Cancer, tumors, lymphoma, leukemia, or any growths, lesions, polyps?  Yes  No
  - d. Diabetes, thyroid, glandular or endocrinal disorder?  Yes  No
  - e. Respiratory disorders including asthma, chronic bronchitis, emphysema, pneumonia, shortness of breath, or abnormal chest x-ray?  Yes  No
  - f. Disorder of the stomach, liver, pancreas or intestinal tract, including ulcerative colitis, Crohn's disease, or cirrhosis?  Yes  No
  - g. Disorder of the kidneys, prostate, bladder, reproductive organs, sexually transmitted diseases, sugar, albumin or blood in urine?  Yes  No



\* 1 7 9 4 9 0 2 1 2 0 5 \*

**I. MEDICAL INFORMATION** (continued)

- |   | PROPOSED<br>INSURED #1                                   | PROPOSED<br>INSURED #2                                   |
|---|--|--|
| h. Stroke, transient ischemic attack (TIA), Parkinson's, multiple sclerosis, seizures, epilepsy, chronic headaches, memory changes or fainting? . . . . .   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| i. Anxiety, depression, attempted suicide, attention deficit disorder or psychosis, mental or nervous system disorder? . . . . .  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| j. Anemia, hepatitis, or any blood disorder? . . . . .  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| k. Chronic back pain, arthritis, loss of limb, paralysis, muscle weakness or disease? . . . . .   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. WITHIN THE LAST FIVE YEARS, OTHER THAN NOTED IN PREVIOUS QUESTIONS, HAVE YOU:  |  |  |
| a. Seen a doctor, health care provider, counselor, therapist, or had any illness, injury, surgery, diagnostic test or treatment, or been advised to have any diagnostic test, surgery or treatment not yet completed? . . . . . | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b. Been a patient of a clinic or hospital emergency room, or had any diagnostic test that was not normal? . . . . .   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c. Used any drug, narcotic or controlled substance not prescribed by a physician, or been arrested, counseled, treated, or participated in a support group because of alcohol, controlled substance or drug use? . . . . .      | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. Do you currently use alcoholic beverages? . . . . .  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If yes, what is the average number of drinks per day?   |  |  |

**PROPOSED INSURED #1:**  2 or less  3-5  6 or more. **PROPOSED INSURED #2:**  2 or less  3-5  6 or more.

Give complete details of any YES answers to questions I-2 through I-9. (Attach separate sheet if necessary, signed and dated by Proposed Insureds #1 & #2.)

	Question Number	Date	Details, Include Diagnosis, Treatment, Duration, Result	Name, Address and Phone Number of Doctor / Medical Facility
<b>PROPOSED INSURED #1</b>				
<b>PROPOSED INSURED #2</b>				

**J. FAMILY HISTORY**

- |   | PROPOSED<br>INSURED #1                                   | PROPOSED<br>INSURED #2                                   |
|---|--|--|
| 1. Is there a family history of diabetes, cancer, heart disease, mental illness, or any hereditary disorders? . . . . . | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Family information (natural parents, brothers, sisters):   |  |  |

**PROPOSED INSURED #1:**

**PROPOSED INSURED #2:**

Family Member	Age if Living	Age at Death	Details	Family Member	Age if Living	Age at Death	Details
Father				Father			
Mother				Mother			
Brother(s)				Brother(s)			
Sister(s)				Sister(s)			



## K. TAXPAYER IDENTIFICATION

**Instructions** (Section references are to the Internal Revenue Code.)

Use this form to report the taxpayer identification number (TIN) of the policy owner.

Payors must generally withhold a specified percentage of taxable interest, dividend, and certain other payments if you fail to furnish payors with the correct taxpayer identification number (this is referred to as backup withholding). For most individual taxpayers, the taxpayer identification number is the social security number.

To prevent backup withholding on these payments, be sure to notify payors of the correct taxpayer identification number and properly certify that you are not subject to backup withholding under Section 3406(a)(1)(C).

Use this area to certify that the taxpayer identification number you are giving the payor is correct and that you are not subject to backup withholding.

**Backup Withholding** - You are subject to backup withholding if:

- (1) You fail to furnish your taxpayer identification number to the payor; OR
- (2) The Internal Revenue Service (IRS) notifies the payor that you furnished an incorrect taxpayer identification number; OR
- (3) You are notified that you are subject to backup withholding [under Section 3406(a)(1)(C)]; OR
- (4) For an interest or dividend account opened after December 31, 1983, you fail to certify to the payor that you are not subject to backup withholding under (3) above, or fail to certify your taxpayer identification number.

**Payees Exempt From Backup Withholding** - Certain payees, such as corporations, government agencies, etc. may be exempt from backup withholding.

**What Number to Give the Payor** - Give the social security number or employer identification number of the record owner of the account. If the account belongs to you as an individual, give your social security number. If the account is owned by a corporation, give the employer identification number of the corporation.

**Obtaining a Number** - If you don't have a taxpayer identification number or you don't know your number, obtain Form **SS-5**, Application for a Social Security Number Card, or Form **SS-4**, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number. Write "applied for" in place of your number. When you get a number, submit a new Form W-9 to the payor.

## L. AGREEMENTS AND REPRESENTATIONS

It is hereby represented that the answers and statements on the application(s) and any Supplements required are complete, true and correctly recorded. Information not recorded on the application(s) and any Supplements will not be treated as known to Aviva Life and Annuity Company ("the Company"). A copy of the application(s) and any Supplements shall be a part of the policy, and it is agreed that the policy and copy of the application(s) and any Supplements constitute the entire contract. No changes will be made unless the Owner agrees and the change is authorized in writing by an officer of the Company.

If a Conditional Joint Life Insurance Agreement was delivered in consideration of the payment of the first premium and is in effect, its terms will apply. Otherwise the policy will take effect and coverage will begin on the issue date specified in the policy if the full first premium is paid, the Proposed Insureds are living, and the answers and statements in the application(s) and any Supplements continue to be complete and true at the time of delivery of the policy.

Under penalties of perjury, I certify that (1) the social security or federal tax identification number shown on page 1 or page 2, if applicable, of this application for me as the Owner of this policy is my correct taxpayer identification number, AND (2) I am a U.S. person (including a U.S. resident alien), AND (3) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. NOTE: You must cross out item 3 in the above certification if you have been notified by the IRS that you are currently subject to backup withholding. The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

## M. IMPORTANT INFORMATION ABOUT THE USA PATRIOT ACT

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT ACT, which requires financial institutions to obtain, verify and record information that identifies persons who engage in certain transactions with or through a financial institution, including insurance companies. This means that the Company will need to verify the **name, residential or street address (no P.O. Boxes), date of birth and social security number, drivers license and/or other identification information of all policy owners as may be required by law.**



\* 1 7 9 4 9 0 2 1 2 0 7 \*

## N. AUTHORIZATION AND ACKNOWLEDGMENT

**This authorization complies with the HIPAA Privacy Rule. I understand that if I refuse to sign this authorization, the Company may not be able to process my application for life insurance. I acknowledge that I have the right to request and receive a copy of this authorization.**

### **Personal Health Information**

I authorize any physician, health care professional, hospital, clinic, laboratory, pharmacy, medical facility, health care provider, health plan, insurer, and/or any other entity subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) that has provided treatment, service, payment, or coverage to me within the past 10 years to disclose my entire medical record and any other protected health information concerning me to the Company, its agents, employees, representatives, insurance support organizations, and reinsurers ("the Company"). Protected health information includes but is not limited to: hospital records, treatment records/office notes, consultation reports, workers' compensation information, diagnosis, prescriptions, and test results. It also includes information concerning the diagnosis or treatment of Human Immunodeficiency Virus (HIV) infection and sexually transmitted diseases, and information on the diagnosis and treatment of mental illness and the use of alcohol, drugs, and tobacco, but excludes psychotherapy notes.

By my signature, I acknowledge that any agreements I have made to restrict my protected health information do not apply to this authorization and I instruct any physician, health care professional, hospital, clinic, laboratory, pharmacy, medical facility, health care provider, health plan, insurer, and/or other entity subject to HIPAA to release and disclose such information without restriction.

I understand that, unless prohibited by state and/or federal law, the protected health information is to be disclosed under this authorization so that the Company may: 1) underwrite my application for coverage, make eligibility, risk rating, policy issuance and enrollment determinations; 2) obtain reinsurance; 3) administer claims and determine or fulfill responsibility for coverage and provision of benefits; 4) administer coverage; and 5) conduct other legally permissible activities that relate to any coverage I have, have applied for, or may in the future apply for with the Company. I understand any information disclosed under this authorization may no longer be covered by federal rules governing privacy and confidentiality of health information and may be subject to re-disclosure.

### **Personal Private Information**

I understand that an investigative consumer report may be prepared in connection with this application. I authorize any consumer reporting organization or employer having non-medical information about me to release such information to the Company, its reinsurers, or its authorized representatives. I authorize the Company to prepare an investigative consumer report. I understand that I may request to be personally interviewed if an investigative consumer report is prepared in connection with this application and not to have personal information disclosed for marketing purposes. Any information obtained will not be released by the Company, its reinsurers, or representatives to any person or organization except to reinsuring companies, the Medical Information Bureau, or other persons or organizations performing business or legal services in connection with my application, claim, as may be permitted or required by law, or as I may further authorize.

### **Limitations, Revocation and Rights**

This authorization shall remain in force for 24 months following the date of my signature below, and a copy of this authorization is as valid as the original. I understand that I have the right to revoke this authorization at any time. The request for revocation must be in writing and sent to the attention of the Underwriting Department of the Company. I understand that a revocation is not effective to the extent that the Company has already relied on this authorization or to the extent that the Company has a legal right to contest a claim under an insurance policy or to contest the policy itself. Such revocation shall not apply to any use or disclosure of my protected health information specifically allowed without authorization by HIPAA and no action relating to this authorization shall be construed as creating any restriction on the uses that HIPAA allows without my authorization.



**O. SIGNATURES**

I have reviewed and understand the information contained above in the "Taxpayer Identification", "Agreements and Representations", including reviewing the answers and statements on the application(s) and any Supplements for accuracy, "Important Information About the USA Patriot Act", and "Authorization and Acknowledgment" sections, and further acknowledge receipt of the Disclosure Notice to Proposed Insured.

I understand, acknowledge and agree that the Agent/Producer has no authority to make any promise, representation or waiver regarding coverage or the terms of the policy. I also understand, acknowledge and agree that the Agent/Producer has no authority to provide any legal or tax advice on behalf of the Company. If any such legal or tax advice has been given, I understand, acknowledge and agree it has been done without Company authority and has not been given on behalf of the Company. I understand, acknowledge and agree that I am responsible for obtaining independent legal or tax advice with respect to any such matters. I understand, acknowledge and agree that all premium payments after the first are to be provided directly to the Company and that the Agent/Producer has no authority to receive, transmit, sign, endorse, deposit or process any subsequent payments made on the policy.

I have not been involved with and I am not aware of: (1) any planned sale or assignment of this policy to a life settlement or viatical company, secondary market purchaser or investor; (2) any planned sale or assignment of any interest in a trust or entity that shall own or have an interest in this policy; or (3) any offer of money, future payments, "free insurance" or anything of value to any Owner, Proposed Insured or Beneficiary in connection with this application or policy.

**All states (except as noted below):** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance may be guilty of a crime and subject to fines and confinement in prison, depending on state law.

[ **Residents of DC:** Any person who knowingly and willfully presents a false or 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 NM:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties. ]

[ **Residents of 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 include imprisonment, fines or denial of insurance benefits. ]

Location Signed:		<b>Signature of Owner/Proposed Insured #1</b> (or signature of Insured's Personal Representative*)
City	State	
		X
On (date)		<b>Signature of Owner/Proposed Insured #2</b> (or signature of Insured's Personal Representative*)
		X
<b>Signature of Licensed Agent/Producer</b>		Signature of Owner if other than Proposed Insureds
X		X
If Owner is a Corporation, Business firm or Trust, print name of individual authorized to sign		
Signature of Authorized Signer		
Title of Authorized Signer		
*If you are the Proposed Insured's Personal Representative, describe the scope and/or basis of your authority to act on the Proposed Insured's behalf:		



# Conditional Joint Life Insurance Agreement

www.avivausa.com



## Aviva Life and Annuity Company

7700 Mills Civic Parkway  
West Des Moines, IA 50266-3862  
Life Customer Contact Center – Tel: [800 800 9882] Fax: [800 531 0038]

ADDITIONS, DELETIONS, OR OTHER ALTERATIONS TO THIS AGREEMENT ARE STRICTLY PROHIBITED.

Insurance applied for on the Joint Life Insurance Application is provided by this form from the START DATE to the STOP DATE, as defined below. However, NO INSURANCE is provided unless ALL the CONDITIONS AND LIMITATIONS of this Agreement are met. If not met, Aviva Life and Annuity Company's liability under this Agreement is limited to a refund of the total premium received.

**AGENT/PRODUCER: DO NOT COLLECT PREMIUM IF DEATH BENEFIT AMOUNT APPLIED FOR EXCEEDS \$3,000,000.**

### A. CONDITIONS AND LIMITATIONS

1. It is a condition precedent that both of the Proposed Insureds be insurable on the START DATE. This means "insurable" under Aviva Life and Annuity Company's rules and limits.
2. There is no insurance before the START DATE.
3. There is no insurance after the STOP DATE.
4. There is no insurance if any material misrepresentation exists on the Joint Life Insurance Application or supplements.
5. This form is void if any acceptable form of payment is not valid.
6. There is no insurance if less than a full month premium is paid.
7. Life Insurance limits are the lesser of:
  - a. \$500,000 or the amount in Section D of the Joint Life Insurance Application for amounts payable on the second death of the joint insureds, if both of the Proposed Insureds are insurable at the rate applied for or better; or
  - b. \$250,000 or the amount in Section D of the Joint Life Insurance Application for amounts payable on the second death of the joint insureds, if both of the Proposed Insureds are insurable, but at a higher rate than applied for.
8. If either of the Proposed Insureds dies by suicide, Aviva Life and Annuity Company's liability under this Agreement is limited to a refund of the payment received.

### B. START DATE

START DATE means the later of:

1. completion of all parts of the Joint Life Insurance Application and supplements thereto; OR
2. the date any medical exam or other required medical studies or tests are completed for both of the Proposed Insureds.

### C. STOP DATE

STOP DATE means the earliest of:

1. the date a non-acceptance notice is mailed by Aviva Life and Annuity Company; OR
2. the day before the policy date; OR
3. 60 days after the START DATE.

Received From	Payment in the Amount of \$
---------------	--------------------------------

**All premium checks must be made payable to Aviva Life and Annuity Company. Do not make check payable to the agent/producer or leave payee blank. All premiums after the first are to be provided directly to Aviva Life and Annuity Company.**

The Proposed Insured #1 is		Signature of Owner	
The Proposed Insured #2 is		Signature of Owner	
Signed at	State	Date (mm/dd/yy) / /	Signature of Agent/Producer
City			

**PLEASE RETURN ONE COPY TO HOME OFFICE WITH CHECK**



\* 1 8 0 8 9 0 2 1 2 0 1 \*

SERFF Tracking Number: NDPL-127689433 State: Arkansas  
 Filing Company: Aviva Life and Annuity Company State Tracking Number: 50113  
 Company Tracking Number: FORM 2JBB12  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)  
 Adjustable Life  
 Product Name: Form 2JBB12  
 Project Name/Number: Form 2JBB12 /Form 2JBB12

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved	11/29/2011
<b>Comments:</b>		
<b>Attachment:</b> AR Readability Cert.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application	Approved	11/29/2011
<b>Comments:</b> 17949 (2/12) is the application that will be used with this product. The application is attached to the form schedule.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Health - Actuarial Justification	Approved	11/29/2011
<b>Bypass Reason:</b> Not applicable		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Outline of Coverage	Approved	11/29/2011
<b>Bypass Reason:</b> Not applicable		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Certifications	Approved	11/29/2011
<b>Comments:</b>		
<b>Attachments:</b> AR Reg 19 cert.pdf		

SERFF Tracking Number: NDPL-127689433 State: Arkansas  
 Filing Company: Aviva Life and Annuity Company State Tracking Number: 50113  
 Company Tracking Number: FORM 2JBB12  
 TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.002 Joint (Last Survivor)  
 Adjustable Life  
 Product Name: Form 2JBB12  
 Project Name/Number: Form 2JBB12 /Form 2JBB12  
 AR Reg 34 cert.pdf  
 AR Reg 49 cert.pdf

**Item Status:** **Status**  
**Date:**  
**Satisfied - Item:** List of Forms Affected by NLG Monthly Rider Charges Provision **Approved** 11/29/2011

**Comments:**

**Attachment:**

AR - List of Forms Affected By NLG.pdf

**Item Status:** **Status**  
**Date:**  
**Satisfied - Item:** Guaranteed COIs **Approved** 11/29/2011

**Comments:**

**Attachment:**

Guaranteed COIs - ISUL 2011.pdf

**Item Status:** **Status**  
**Date:**  
**Satisfied - Item:** Actuarial Memorandums **Approved** 11/29/2011

**Comments:**

**Attachments:**

Aviva Act Memo - Form 2JBB12 - Generic W Appdx.pdf  
 Form 2JDTB12 - Aviva Act Memo - First Death Decreasing Term Rider - Generic.pdf  
 Form 2JLPUB12 - Aviva Act Memo - Life Paid Up Rider - Generic.pdf  
 Form 2JNLGB12 - Aviva Act Memo - NLG Rider Generic.pdf  
 Form 2JTLB12 - Aviva Act Memo - Joint First Death Term - Generic.pdf

**Item Status:** **Status**  
**Date:**  
**Satisfied - Item:** Hedging Strategy **Approved** 11/29/2011

**Comments:**

**Attachment:**

SERFF Tracking Number: NDPL-127689433 State: Arkansas  
 Filing Company: Aviva Life and Annuity Company State Tracking Number: 50113  
 Company Tracking Number: FORM 2JBB12  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)  
 Adjustable Life  
 Product Name: Form 2JBB12  
 Project Name/Number: Form 2JBB12 /Form 2JBB12

Hedging Strategy - Sept 2011.PDF

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Illustration Actuary Certifications	Approved	11/29/2011
<b>Comments:</b>		
<b>Attachments:</b>		
ILLUS ACT CERT - ALAC ISUL II.pdf		
ILLUS ACT CERT - ALAC ISUL II w JDT.pdf		
ILLUS ACT CERT - ALAC ISUL II w JTL.pdf		
ILLUS ACT CERT - ALAC ISUL II w NLG.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Explanation of Variability	Approved	11/29/2011
<b>Comments:</b>		
<b>Attachment:</b>		
AR ISUL II EO.V.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Agent Report (Filed for informational purposes only)	Approved	11/29/2011
<b>Comments:</b>		
<b>Attachment:</b>		
17986 Agent Report Joint Life - RG.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Notice to Policy holder (Informational)	Approved	11/29/2011
<b>Comments:</b>		
Pending Attachment		

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.**

<b><u>FORM NUMBER AND NAME</u></b>	<b><u>FLESCH SCORE</u></b>
Form 2JBB12 – Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature	50.2
Form 2JLPUB12 – Survivor Life Protector Paid Up Rider	50.0
Form 2JNLGB12 – Survivor No Lapse Guarantee Rider (NLG)	50.3
Form 2JTTLB12 – Joint First Death Term Life Insurance Rider	50.1
Form 2JDTB12 – Joint First Death Decreasing Term Life Insurance Rider	50.5
17949 (2/12) – Joint Life Insurance Application	50.9
18089 (2/12) – Conditional Joint Life Insurance Agreement	50.5

**Aviva Life and Annuity Company**



**Maureen Closson**  
**Senior Vice President, Compliance**  
**10/3/2011**  
**Date**



**Arkansas Certification  
Regulation 19**

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

**Aviva Life and Annuity Company**



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**Maureen Closson**  
**Senior Vice President, Compliance**  
**10/3/2011**  

---

**Date**

**Form Numbers**

Form 2JBB12 – Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature  
Form 2JLPUB12 – Survivor Life Protector Paid Up Rider  
Form 2JNLGB12 – Survivor No Lapse Guarantee Rider (NLG)  
Form 2JTLB12 – Joint First Death Term Life Insurance Rider  
Form 2JDTB12 – Joint First Death Decreasing Term Life Insurance Rider  
17949 (2/12) – Joint Life Insurance Application  
18089 (2/12) – Conditional Joint Life Insurance Agreement

## **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**



---

**Maureen Closson  
Senior Vice President, Compliance**

**10/3/2011**  
**Date**

**Form Numbers**

Form 2JBB12 – Last Survivor Flexible Premium Adjustable Life Insurance With  
Indexed Feature

Form 2JLPUB12 – Survivor Life Protector Paid Up Rider

Form 2JNLGB12 – Survivor No Lapse Guarantee Rider (NLG)

Form 2JTLB12 – Joint First Death Term Life Insurance Rider

Form 2JDTB12 – Joint First Death Decreasing Term Life Insurance Rider

17949 (2/12) – Joint Life Insurance Application

18089 (2/12) – Conditional Joint Life Insurance Agreement

**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**



**Maureen Closson  
Senior Vice President, Compliance**

10/3/2011

**Date**

**Form Numbers**

Form 2JBB12 – Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature

Form 2JLPUB12 – Survivor Life Protector Paid Up Rider

Form 2JNLGB12 – Survivor No Lapse Guarantee Rider (NLG)

Form 2JTLB12 – Joint First Death Term Life Insurance Rider

Form 2JDTB12 – Joint First Death Decreasing Term Life Insurance Rider

17949 (2/12) – Joint Life Insurance Application

18089 (2/12) – Conditional Joint Life Insurance Agreement

**List of Approved Forms Affected By NLG Monthly Rider Charges Provision  
State of Arkansas**

<b>Form Name</b>	<b>Form Number</b>	<b>Approval Date</b>	<b>SERFF Tracking Number</b>	<b>State Tracking Number</b>
<b>Survivor Four Year Term Insurance Rider</b>	<b>Form 2J4YTF06</b>	<b>4/19/06</b>	<b>N/A</b>	<b>N/A</b>
<b>Joint First Death Term Life Insurance Rider</b>	<b>Form 2JTLB12</b>	<b>Pending</b>	<b>NDPL-127689433</b>	<b>Pending</b>
<b>Joint First Death Decreasing Term Life Insurance Rider</b>	<b>Form 2JDTB12</b>	<b>Pending</b>	<b>NDPL-127689433</b>	<b>Pending</b>

**Aviva Life and Annuity Company**  
**Guaranteed Cost of Insurance Charges**  
**Form Number 2JBB12**

Attained Age	Male					Female				
	Non-Tobacco			Tobacco		Non-Tobacco			Tobacco	
	Premier	Preferred	Standard	Preferred	Standard	Premier	Preferred	Standard	Preferred	Standard
20	0.95049	0.95049	0.95049	1.27087	1.27087	0.45011	0.45011	0.45011	0.58018	0.58018
21	0.95049	0.95049	0.95049	1.33096	1.33096	0.46011	0.46011	0.46011	0.61020	0.61020
22	0.95049	0.95049	0.95049	1.40106	1.40106	0.48012	0.48012	0.48012	0.65023	0.65023
23	0.96050	0.96050	0.96050	1.46116	1.46116	0.48012	0.48012	0.48012	0.67024	0.67024
24	0.97051	0.97051	0.97051	1.54129	1.54129	0.50014	0.50014	0.50014	0.72028	0.72028
25	0.98052	0.98052	0.98052	1.63144	1.63144	0.50014	0.50014	0.50014	0.77032	0.77032
26	1.02056	1.02056	1.02056	1.71159	1.71159	0.53015	0.53015	0.53015	0.81036	0.81036
27	1.07062	1.07062	1.07062	1.81178	1.81178	0.57018	0.57018	0.57018	0.87041	0.87041
28	1.05060	1.05060	1.05060	1.82180	1.82180	0.58018	0.58018	0.58018	0.92046	0.92046
29	1.03058	1.03058	1.03058	1.81178	1.81178	0.62021	0.62021	0.62021	0.99053	0.99053
30	1.02056	1.02056	1.02056	1.80176	1.80176	0.64022	0.64022	0.64022	1.03058	1.03058
31	1.01055	1.01055	1.01055	1.80176	1.80176	0.68025	0.68025	0.68025	1.12068	1.12068
32	1.01055	1.01055	1.01055	1.82180	1.82180	0.72028	0.72028	0.72028	1.19077	1.19077
33	1.04059	1.04059	1.04059	1.87190	1.87190	0.76031	0.76031	0.76031	1.28089	1.28089
34	1.06061	1.06061	1.06061	1.94204	1.94204	0.82036	0.82036	0.82036	1.39105	1.39105
35	1.09064	1.09064	1.09064	2.00217	2.00217	0.89043	0.89043	0.89043	1.53127	1.53127
36	1.15072	1.15072	1.15072	2.11242	2.11242	0.95049	0.95049	0.95049	1.65148	1.65148
37	1.20078	1.20078	1.20078	2.23270	2.23270	1.03058	1.03058	1.03058	1.79174	1.79174
38	1.29090	1.29090	1.29090	2.40313	2.40313	1.07062	1.07062	1.07062	1.88192	1.88192
39	1.37102	1.37102	1.37102	2.57358	2.57358	1.13069	1.13069	1.13069	2.00217	2.00217
40	1.46116	1.46116	1.46116	2.77416	2.77416	1.20078	1.20078	1.20078	2.12244	2.12244
41	1.58135	1.58135	1.58135	3.03498	3.03498	1.27087	1.27087	1.27087	2.26277	2.26277
42	1.73162	1.73162	1.73162	3.33602	3.33602	1.35099	1.35099	1.35099	2.43320	2.43320
43	1.90196	1.90196	1.90196	3.69739	3.69739	1.45114	1.45114	1.45114	2.63375	2.63375
44	2.10239	2.10239	2.10239	4.12922	4.12922	1.57134	1.57134	1.57134	2.86444	2.86444
45	2.33295	2.33295	2.33295	4.58135	4.58135	1.71159	1.71159	1.71159	3.13532	3.13532
46	2.55353	2.55353	2.55353	5.00353	5.00353	1.87190	1.87190	1.87190	3.43639	3.43639
47	2.79422	2.79422	2.79422	5.47621	5.47621	2.07232	2.07232	2.07232	3.81788	3.81788
48	2.93466	2.93466	2.93466	5.73779	5.73779	2.29285	2.29285	2.29285	4.28995	4.28995
49	3.09518	3.09518	3.09518	6.03971	6.03971	2.53347	2.53347	2.53347	4.82257	4.82257
50	3.32598	3.32598	3.32598	6.47264	6.47264	2.81429	2.81429	2.81429	5.40580	5.40580
51	3.59700	3.59700	3.59700	6.98637	6.98637	3.12528	3.12528	3.12528	6.03971	6.03971
52	3.96852	3.96852	3.96852	7.69195	7.69195	3.47654	3.47654	3.47654	6.73450	6.73450
53	4.37033	4.37033	4.37033	8.48890	8.48890	3.85805	3.85805	3.85805	7.47014	7.47014
54	4.88289	4.88289	4.88289	9.48859	9.48859	4.25981	4.25981	4.25981	8.27699	8.27699
55	5.51645	5.51645	5.51645	10.62085	10.62085	4.69190	4.69190	4.69190	9.12494	9.12494
56	6.16051	6.16051	6.16051	11.77476	11.77476	5.19459	5.19459	5.19459	10.03433	10.03433
57	6.85539	6.85539	6.85539	13.00110	13.00110	5.71767	5.71767	5.71767	11.00533	11.00533
58	7.44998	7.44998	7.44998	13.96507	13.96507	6.28132	6.28132	6.28132	11.94695	11.94695
59	8.13574	8.13574	8.13574	15.08250	15.08250	6.84531	6.84531	6.84531	12.99095	12.99095
60	8.96337	8.96337	8.96337	16.43539	16.43539	7.42981	7.42981	7.42981	14.07675	14.07675
61	9.97367	9.97367	9.97367	18.11653	18.11653	8.06512	8.06512	8.06512	15.20448	15.20448
62	11.20775	11.20775	11.20775	20.14818	20.14818	8.76144	8.76144	8.76144	16.47610	16.47610
63	12.59551	12.59551	12.59551	22.40967	22.40967	9.47849	9.47849	9.47849	17.74948	17.74948
64	14.05644	14.05644	14.05644	24.72806	24.72806	10.25676	10.25676	10.25676	19.09607	19.09607
65	15.60104	15.60104	15.60104	27.02138	27.02138	11.11665	11.11665	11.11665	20.56731	20.56731
66	17.16860	17.16860	17.16860	29.23783	29.23783	12.06852	12.06852	12.06852	22.13308	22.13308
67	18.75923	18.75923	18.75923	31.39752	31.39752	13.11266	13.11266	13.11266	23.89646	23.89646
68	20.47529	20.47529	20.47529	33.67634	33.67634	14.27984	14.27984	14.27984	25.83801	25.83801
69	22.25600	22.25600	22.25600	35.93999	35.93999	15.56036	15.56036	15.56036	27.94855	27.94855
70	24.41997	24.41997	24.41997	38.68872	38.68872	16.97506	16.97506	16.97506	30.31188	30.31188
71	26.84635	26.84635	26.84635	41.70714	41.70714	18.60617	18.60617	18.60617	33.01283	33.01283
72	30.04325	30.04325	30.04325	45.82760	45.82760	20.43439	20.43439	20.43439	36.00237	36.00237
73	33.42747	33.42747	33.42747	49.98759	49.98759	22.41991	22.41991	22.41991	39.23110	39.23110
74	37.00103	37.00103	37.00103	54.20874	54.20874	24.60481	24.60481	24.60481	42.78528	42.78528
75	40.92287	40.92287	40.92287	59.14184	59.14184	27.03168	27.03168	27.03168	46.37418	46.37418
76	45.21834	45.21834	45.21834	64.42288	64.42288	29.70241	29.70241	29.70241	50.30430	50.30430
77	50.23039	50.23039	50.23039	70.56475	70.56475	32.65018	32.65018	32.65018	54.54811	54.54811
78	56.11933	56.11933	56.11933	77.71494	77.71494	35.91920	35.91920	35.91920	59.14184	59.14184
79	62.96599	62.96599	62.96599	85.91848	85.91848	39.46067	39.46067	39.46067	64.13346	64.13346
80	70.48921	70.48921	70.48921	94.75979	94.75979	43.43487	43.43487	43.43487	69.54008	69.54008
81	79.12982	79.12982	79.12982	104.76015	104.76015	48.85886	48.85886	48.85886	77.20393	77.20393
82	88.21443	88.21443	88.21443	114.95964	114.95964	55.01495	55.01495	55.01495	85.60035	85.60035
83	98.11096	98.11096	98.11096	125.77572	125.77572	61.19082	61.19082	61.19082	93.85195	93.85195
84	109.19322	109.19322	109.19322	137.68089	137.68089	68.06438	68.06438	68.06438	102.80286	102.80286
85	121.73063	121.73063	121.73063	151.88067	151.88067	75.86795	75.86795	75.86795	111.90836	111.90836
86	135.82695	135.82695	135.82695	167.67581	167.67581	83.00454	83.00454	83.00454	119.56674	119.56674



## **Hedging Strategy & Associated Risks**

### **General Hedging Strategy**

The general investment strategy for the equity-indexed strategy(ies) includes purchasing and selling either over the counter (OTC) options and swaps and/or exchange traded options/futures (CBOE/CME) to hedge the equity exposure and fixed income securities to provide for the minimum guarantees. The strategy is to purchase and sell options that match the liability option sold to the policy owner. Options will be carried at amortized cost in the annual statement. Other derivative instruments (non-options) will be carried at market value in the annual statement. Portfolio rebalancing will be done as needed based upon the amount of deaths, withdrawals and surrenders.

Premium received will be used to purchase assets to back the product. The mix of assets will vary depending on allocations chosen by the policyholder, option costs and day-to-day decisions made by management in consultation with our affiliated asset manager, Aviva Investors North America (AINA). The investment strategies differ based on the liability characteristics of the insurance product. A well diversified blend of fixed income securities are purchased using the majority of each premium received. A minority of the premiums received are used to purchase derivatives based on the crediting methodology.

It is the goal of the hedging program that all index exposures provided to the policy holder are adequately hedged. It is anticipated that hedges or bonds will be purchased whenever the index exposure materially increases due to premium, transfer into the strategy from another strategy, or index credits. It is anticipated that hedges or bonds will be sold or unwound whenever the index exposure materially decreases due to surrenders, withdrawals, deaths, annuitization or transfer into another strategy. Using this methodology, under hedged situations are very unlikely (they generally are only created from a data entry error). In the event that a material under hedge is discovered, OTC options can be purchased to cover this additional risk. Listed options and futures are also available alternatives. All of these instruments are highly liquid.

It is possible that we may accomplish the hedge using alternative methodology. For example, if it is necessary to purchase additional derivative instruments during the index term and a sufficient quantity of an appropriate investment is not available, alternative exposure to the index could be found either through reinsurance or through similar instruments or securities in the cash market. An example of this would be purchasing SPDRs, a common stock that represents the S&P 500 index, to cover the index exposure.

Typically, since our hedges are matched to the payout to the policy holder, we have a high degree of certainty that the hedges will be effective. There are methods available, however, for verifying the effectiveness of the hedging strategies. The hedging strategy on the equity index accounts can be monitored by comparing what is earned on the derivatives to what is credited to the policyholder.

## **Segmentation and Asset Allocation**

We have developed an integrated asset liability management approach with separate investment portfolios for specific product lines, such as traditional life, indexed life, traditional annuities, indexed annuities, and funding agreements. Essential to this philosophy is coordinating investments in the investment portfolio with product strategies, focusing on risk-adjusted returns and identifying and evaluating associated business risks.

Investment strategies have been established based on the specific characteristics of each product line. The portfolio investment strategies establish asset duration, cash flow, quality and other guidelines. Analytical systems are utilized to establish an optimal asset mix for each line of business. We seek to manage the asset liability mismatch and the associated interest rate risk through active management of the investment portfolio. Financial, actuarial, investment, product development and product marketing professionals work together throughout the product development, introduction and management phases to jointly develop and implement product features. In addition, initial and renewal crediting strategies, and investment strategies are developed and implemented based on extensive modeling of a variety of factors under a number of interest rate scenarios.

In force reserves and the assets allocated to each segment are modeled on a regular basis to analyze projected cash flows under a variety of economic scenarios. The result of this modeling is used to modify asset allocation, investment portfolio duration and renewal crediting strategies. We may also invest in derivatives to hedge against the effects of interest rate fluctuations or to hedge changes in policyowner liabilities.

## **Accounting Treatment**

The Company has economically hedged its exposure to the changes in the applicable indices, however, in the past, this type of hedge has not qualified for hedge accounting under the Statement of Statutory Accounting Principles Number 86 (SSAP No. 86). Under this regulation, the change in the fair value of the derivative instrument is recorded as an unrealized gain or loss directly in surplus and the change in policy reserves are recorded on the income statement. This treatment will continue for non-Iowa based statutory entities. However, for Aviva Life and Annuity Company, a prescribed practice statement has been issued which will allow the change in the fair value of those derivatives hedging indexed business to be recorded in the income statement, in order to better match the change in policy reserves. For 2006 and future filings, Aviva Life and Annuity Company will adopt this permitted practice. In 2008, a further IA prescribed practice was issued which will allow the amortized cost to be recorded in the annual statement for option derivatives supporting indexed liabilities.

## **Credit Exposure**

Investment opportunities and the investment market will dictate the exact investment portfolio on a day to day basis. Management, in close cooperation with AINA's credit research department, will monitor the total exposure to individual counterparties to ensure that the credit exposure guidelines are adhered to.

## **Separate Account vs General Account**

The derivatives are purchased specifically for the purpose of hedging the index exposure under this contract and this contract does not require the establishment of a separate account as all liabilities will be provided from the Company's General Account. As a result this product is not registered with the SEC and no separate account will be established.

## **Derivatives Traders**

Pursuant to an investment management agreement, the Company has appointed its affiliate, Aviva Investors North America (AINA), as its investment adviser and asset manager, which includes authorization to engage in derivatives transactions on the Company's behalf, subject to agreed upon policies and guidelines. AINA's board of directors is responsible for designating individuals, whom it has determined have the appropriate experience, knowledge and skills, as authorized traders for derivative instruments. Only such individuals designated by AINA's board of directors are permitted to enter into and/or approve derivative transactions on behalf of the Company.

## **Counterparty Approval Process and Review**

Prior to entering into a derivative transaction with any counterparty, the authorized trader must verify that such counterparty is on the Company's approved counterparty report (ACR). To obtain approval of any counterparty not already approved, the counterparty must be rated NAIC 1 and a credit research evaluation must be rendered and approved by AINA's Head of Research before submission to the Company for approval. If approved, the counterparty will be added to the ACR.

The constituents of the ACR will be monitored on an ongoing basis from reliable public sources. The ACR will be reviewed at least quarterly as part of the Business Summary and Asset Quality Review meeting, which is attended by senior officers of the organization with responsibility for investments. If a material event<sup>1</sup> occurs on any counterparty inter-meeting, the counterparty will be reviewed immediately with any change in credit research evaluation approved by AINA's Head of Research and

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<sup>1</sup> A material event is deemed to occur if one of the Nationally Recognized Statistical Rating Organizations (NRSRO's) places a counterparty on a credit watch list with negative implications or a downgrade occurs.

communicated to the authorized derivatives trader and the Company. If the review results in the counterparty no longer being approved, the authorized derivatives trader will not be permitted to conduct further trades with the counterparty and the counterparty will be removed from the ACR.

The most recent ACR includes the following:

<u>Company Name</u>	<u>SVO Ratings</u>
Bank of New York Mellon	NAIC 1
Barclays Bank PLC	NAIC 1
BNP Paribas	NAIC 1
Citibank N.A.	NAIC 1
Deutsche Bank AG	NAIC 1
Morgan Stanley Capital Services Inc.	NAIC1
Royal Bank of Canada	NAIC1
Societe Generale	NAIC 1
SunTrust Bank	NAIC 1
UBS AG	NAIC 1
Only for Novation trades	
Bank of America NA	NAIC 1
Bank of Nova Scotia	NAIC 1
Bear Stearns International ltd. (J P Morgan)	NAIC 1
Credit Suisse First Boston Int'l	NAIC 1
GS Capital Markets LP (Goldman Sachs Group, Inc.)	NAIC 1
JP Morgan Chase Bank	NAIC 1
Merrill Lynch Cap Services (Merrill Lynch & Co., Inc.)	NAIC 1
Merrill Lynch International (Merrill Lynch & Co., Inc.)	NAIC 1
Wachovia Bank, N.A.	NAIC 1

## Hedging Risks

The Company will handle the risks associated with purchasing hedging instruments as follows:

1. **Liquidity Risk** – The Company responds to this risk by product design and investment strategy. The Company develops a hedge position consisting of exchange traded options/futures or OTC options. If money is needed, the options can be sold or the notional amount can be adjusted. Assets backing the minimum guarantee are marketable securities that can be sold or borrowed against to fund benefit payments.
2. **Credit Risk** – The Company will manage this risk by not entering into transactions with counterparties rated less than A3 or A- by one of the NRSRO's. Further, if a counterparty is downgraded to below Baa2 or BBB by one of the NRSRO's then the counterparty will be required to post 100% collateral or the relationship will be terminated. In addition to the foregoing, the Company (in consultation with AINA's credit research division) sets limits on the total market value amount that may be executed with each counterparty which varies principally by credit rating. If the market value amount to a particular counterparty exceeds specified thresholds, the Company may negotiate for that counterparty to post collateral equal to any amounts over and above the established threshold limit.
3. **Market Risk** – The Company manages this risk by modeling and projecting both assets and liabilities to insure a proper match between the two. The appropriate investment strategy is determined by working closely with AINA.
4. **Pricing Risk** – The Company manages the pricing risks inherent in the product by performing experience studies and monitoring product performance. The results of these studies are used to determine appropriate pricing assumptions for both assets and liabilities.
5. **Legal Risk** – The legal risk associated with dealers is covered by executing proper ISDA agreements. The Company negotiates language necessary to give it sufficient leeway.
6. **Operational Risks** – These risks are kept to a minimum because of cross check procedures. The liabilities are reconciled from data down loaded from the administration system. Assets are reconciled by verifying the counterparty mark to markets with internally developed models.

## **Management of ALM Risks**

The following is information on individuals who monitor and manage the various Asset/Liability risks.

Chakradhar Singh, FRM, CQF, CAIA  
Director, Sr. Investment Analyst II – Derivatives, Aviva Investors North America  
Education: Indian Institute of Technology, University of Iowa  
Years experience: 2

Rohini Ramaswamy  
Director, Sr. Investment Analyst II - Derivatives, Aviva Investors North America  
Education: Delhi University, Brown University, Iowa State University  
Years experience: 3

Ross Schuchart, CFA  
Director, Sr. Investment Analyst II - Derivatives, Aviva Investors North America  
Education: University of Northern Iowa, University of Iowa  
Years experience: 11

Farhad Mian, CFA, FRM, PRM, CRP  
VP, Risk Management, Aviva Investors North America  
Education: Drake University  
Years experience: 8

Anurag Joshi, CFA, FRM  
Vice President  
Sr. Portfolio Manager - Derivatives, Aviva Investors North America  
Education: Banaras Hindu University, Iowa State University  
Years experience: 12

Dale Uthoff, FSA, MAAA  
Vice President, LDI, Aviva Investors North America  
Education: Drake University  
Years experience: 8

Glen Reineke, FSA, MAAA  
Director – LDI  
Education: University of Iowa  
Years experience: 7

Ross Junge, CFA  
Senior Vice President  
Senior Portfolio Manager - Investments, Aviva Investors North America  
Education: Simpson College, University of Iowa  
Years experience: 12

David Ross, FCIA, FSA, MAAA  
Senior Vice President  
ALM and Risk Management, Aviva Investors North America  
Education: John Abbott College, McMaster University  
Years experience: 26

  
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W. Jeffrey Heng, FSA, MAAA  
Aviva USA

9-22-2011  
Date



**AVIVA LIFE AND ANNUITY COMPANY  
LIFE INSURANCE ILLUSTRATION REGULATION CERTIFICATION**

To: Board of Directors, Aviva Life and Annuity Company  
Insurance Commissioner

I, Rhonda R. Elming, am Senior Vice President, Product Management with the Aviva USA Corporation and am a member of the American Academy of Actuaries in good standing. I was appointed by the Board of Directors of Aviva Life and Annuity Company to be the illustration actuary for all plans of insurance subject to the Life Insurance Illustration Regulation. I meet the requirements of the Academy and all applicable state regulations for making this certification.

Scales of non-guaranteed elements used in illustrating the Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature Policy (Form 2JBB12) will meet the requirements of the NAIC Life Insurance Illustrations Model Regulation. The currently payable scale qualifies as a disciplined current scale and is in conformance with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustration Regulation (ASOP 24) promulgated by the Actuarial Standards Board.

The illustrated non-guaranteed elements for this product will be consistent with the non-guaranteed elements actually being credited or charged to these forms.

The expenses used in the calculation of the disciplined current scale for all policy forms subject to this regulation are Fully Allocated.

I have relied on the work product of other employees and data supplied by our data processing and financial reporting departments in determining the assumptions used for performing the tests. I have relied on the work product of other employees and the accuracy of our pricing software in carrying out the tests required to make this certification. To the best of my knowledge and belief the information relied upon and the work performed is complete and accurate.



10/4/2011

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Rhonda R. Elming, FSA, MAAA  
Illustration Actuary

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Date

**AVIVA LIFE AND ANNUITY COMPANY**  
**LIFE INSURANCE ILLUSTRATION REGULATION CERTIFICATION**

To: Board of Directors, Aviva Life and Annuity Company  
Insurance Commissioner

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Scales of non-guaranteed elements used in illustrating the Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature Policy (Form 2JBB12) when issued with the Joint First Death Decreasing Term Life Insurance Rider (Form 2JDTB12) will meet the requirements of the NAIC Life Insurance Illustrations Model Regulation. The currently payable scale qualifies as a disciplined current scale and is in conformance with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustration Regulation (ASOP 24) promulgated by the Actuarial Standards Board.

The illustrated non-guaranteed elements for this product will be consistent with the non-guaranteed elements actually being credited or charged to these forms.

The expenses used in the calculation of the disciplined current scale for all policy forms subject to this regulation are Fully Allocated.

I have relied on the work product of other employees and data supplied by our data processing and financial reporting departments in determining the assumptions used for performing the tests. I have relied on the work product of other employees and the accuracy of our pricing software in carrying out the tests required to make this certification. To the best of my knowledge and belief the information relied upon and the work performed is complete and accurate.



10/4/2011

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Rhonda R. Elming, FSA, MAAA  
Illustration Actuary

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Date

**AVIVA LIFE AND ANNUITY COMPANY  
LIFE INSURANCE ILLUSTRATION REGULATION CERTIFICATION**

To: Board of Directors, Aviva Life and Annuity Company  
Insurance Commissioner

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Scales of non-guaranteed elements used in illustrating the Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature Policy (Form 2JBB12) when issued with the Joint First Death Term Life Insurance Rider (Form 2JTLB12) will meet the requirements of the NAIC Life Insurance Illustrations Model Regulation. The currently payable scale qualifies as a disciplined current scale and is in conformance with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustration Regulation (ASOP 24) promulgated by the Actuarial Standards Board.

The illustrated non-guaranteed elements for this product will be consistent with the non-guaranteed elements actually being credited or charged to these forms.

The expenses used in the calculation of the disciplined current scale for all policy forms subject to this regulation are Fully Allocated.

I have relied on the work product of other employees and data supplied by our data processing and financial reporting departments in determining the assumptions used for performing the tests. I have relied on the work product of other employees and the accuracy of our pricing software in carrying out the tests required to make this certification. To the best of my knowledge and belief the information relied upon and the work performed is complete and accurate.



10/4/2011

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Rhonda R. Elming, FSA, MAAA  
Illustration Actuary

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Date

**AVIVA LIFE AND ANNUITY COMPANY  
LIFE INSURANCE ILLUSTRATION REGULATION CERTIFICATION**

To: Board of Directors, Aviva Life and Annuity Company  
Insurance Commissioner

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Scales of non-guaranteed elements used in illustrating the Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature Policy (Form 2JBB12) when issued with the Survivor No Lapse Guarantee Rider (NLG) (Form 2JNLGB12) will meet the requirements of the NAIC Life Insurance Illustrations Model Regulation. The currently payable scale qualifies as a disciplined current scale and is in conformance with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustration Regulation (ASOP 24) promulgated by the Actuarial Standards Board.

The illustrated non-guaranteed elements for this product will be consistent with the non-guaranteed elements actually being credited or charged to these forms.

The expenses used in the calculation of the disciplined current scale for all policy forms subject to this regulation are Fully Allocated.

I have relied on the work product of other employees and data supplied by our data processing and financial reporting departments in determining the assumptions used for performing the tests. I have relied on the work product of other employees and the accuracy of our pricing software in carrying out the tests required to make this certification. To the best of my knowledge and belief the information relied upon and the work performed is complete and accurate.



10/4/2011

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Rhonda R. Elming, FSA, MAAA  
Illustration Actuary

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Date

## Explanation of Variable Material Flexible Premium Adjustable Life Insurance with Indexed Feature Form 2JBB12

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.

<b>DATA PAGE FIELD</b>	<b>EXPLANATION</b>	<b>RANGE</b>
<b>Company Home Office Address, Administrative Office Address and Phone Number</b>	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.	<b>N/A</b>
<b>Death Benefit Option</b>	This will be shown as either "Option 1" or "Option 2" on the policy data page.	<b>N/A</b>
<b>Minimum Monthly Premium</b>	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.	<b>\$5.00 to unlimited, due to unlimited face amount limits</b>
<b>Minimum Premium Period</b>	The period of time during which the Minimum Monthly Premium must be paid to satisfy the minimum premium test. The minimum premium period will not change on an in force policy. It may differ between new and in force policies.	<b>2 years to 30 years.</b>
<b>Non-transferable paragraphs</b>	This section will only print for cases issued on a qualified basis.	<b>N/A</b>
<b>Benefit</b>	Optional benefit riders may be added to the policy. Such riders may be listed here.	<b>N/A</b>
<b>Fixed-Term Segment Length</b>	Period of time during which amounts transferred will remain in a given Fixed-Term Segment. Currently, 1 year is being applied as the length of each such segment created under the 1 Year Fixed-Term Strategy and 5 years is being applied as the length of each such segment under the 5 Year Fixed-Term Strategy. This period is guaranteed once assigned to a given segment. Future Fixed-Term Segments or future policies may have longer or shorter periods relative to existing segments on in force policies.	<b>1 to 20 years</b>

<b>Indexed Segment Term</b>	Period of time during which amounts transferred will remain in a given Indexed Segment. Currently, 60 months is being applied as the length of each such segment created under all Indexed Strategies except that 72 months is being applied as the length of each such segment created under the 2 Year Point to Point Indexed Strategy. This period is guaranteed once assigned to a given segment. Future Indexed Segments or future policies may have longer or shorter periods relative to existing segments on in force policies.	<b>1 to 20 years</b>
<b>Minimum Participation Rate</b>	This is the lowest Participation Rate that the Insurer may ever apply to any Index Segment and is guaranteed for as long as the policy remains in force. This rate is not changed by the Insurer once the policy is issued. Future policies may have a higher or lower Minimum Participation Rate that differs from in force policies.	<b>0% to the Par Rate</b>
<b>Minimum Cap Rate</b>	This is the lowest Cap Rate that the Insurer may ever apply to the applicable Index Segment and is guaranteed for as long as the policy remains in force. This rate is not changed by the Insurer once the policy is issued. Future policies may have a higher or lower Minimum Cap Rate relative to existing segments on in force policies.	<b>0% to the Cap Rate.</b>
<b>Maximum Strategy Expense Charge Rate</b>	This is the maximum Strategy Expense Charge Rate that the Insurer may ever deduct from the strategy value in the calculation of the Interest Credits for an Indexed Segment on an Interest Crediting Date. This rate is not changed by the Insurer once the policy is issued. Future policies may have a higher or lower Maximum Strategy Expense Charge Rate relative to existing segments on in force policies.	<b>0% to 8%</b>
<b>Index Disclosures</b>	The appropriate strategy disclosure will be listed or deleted based on if the strategy is relevant to the policy.	<b>N/A</b>
<b>Maximum Variable Loan Rate</b>	The maximum loan interest rate that may be applied under the Variable Loan Interest Option. This interest rate is payable in advance. It may differ between new and in force policies.	<b>3% to 15%</b>
<b>Maximum Annually Declared Loan Rate</b>	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.	<b>The Annually Declared Loan Rate to 8%.</b>
<b>Minimum Annually Declared Loan Rate</b>	The minimum loan interest rate that may be applied under the Annually Declared Loan Interest Option after the 10 <sup>th</sup> 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.	<b>The Guaranteed Interest Rate to the Annually Declared Loan Rate</b>
<b>Account Value Enhancement</b>	<p>The Insurer will credit the Account Value at the end of each policy year with an amount equal to the percentage shown multiplied by the average Account Value on each monthiversary for that policy year less outstanding policy loans under the Annually Declared Loan Interest Option. This percentage and the starting year will be set at policy issue and will not change on an in force policy. The percentage and starting year may differ among in force policies.</p> <p>In addition, this policy feature may be removed in its entirety for newly issued policies. Should this feature be removed, the corresponding text will be removed from the base policy.</p>	<b>Range for the percentage is from 0% to 20%. Range for the starting year is 5 to 25</b>

<b>Minimum Face Amount</b>	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.	<b>\$10,000 to \$250,000</b>
<b>Interest Factor</b>	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.	<b>N/A</b>
<b>Maximum Monthly Policy Charge</b>	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.	<b>\$0.00 to \$50.00</b>
<b>Minimum Net Premium</b>	The portion of the paid premiums that is added to the Basic Interest Strategy when received.	<b>80% to 100%</b>
<b>Maximum Monthly per \$1000 of Face Amount Rate</b>	The maximum rate per \$1,000 of face amount for that portion of the monthly deduction associated with face amount expense loading. It may differ between new and in force policies.	<b>\$0.00 to \$85.00</b>
<b>Penalty Free Withdrawal Percentage</b>	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.	<b>0.00% to 25.00%</b>
<b>Table of Surrender Charges</b>	The source of the surrender charges which, when subtracted from the Account Value, produce the cash value of the policy. 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.	<b>\$0.00 to unlimited, due to unlimited face amount limits</b>
<b>Table of Monthly Guaranteed Maximum Cost of Insurance Rates</b>	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.	<b>0.00 to 83.33333</b>
<b>Table of Monthly Guaranteed Maximum Cost of Insurance Rates – Joint First Death Term Life Insurance Rider</b>	The highest guaranteed rates that the Insurer will apply to calculate the monthly cost of insurance for this rider. 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.	<b>0.00 to 83.33333</b>
<b>Table of Monthly Guaranteed Maximum Cost of Insurance Rates – Joint First Death Decreasing Term Life Insurance Rider</b>	The highest guaranteed rates that the Insurer will apply to calculate the monthly cost of insurance for this rider. 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.	<b>0.00 to 83.33333</b>

**The following fields appear on page 3F NLG. These pages will only be included in the policy if the Survivor No Lapse Guarantee Rider (NLG) is used with the policy (Form 2JBB12).**

<b>NLG Exchange Period</b>	The length of time that the NLG Exchange Period is available. It will not change on an in force contract. It may differ between new and in force contracts. The NLG Exchange Period may vary based on changes in the cost of providing additional months for the exchange. If the long term expected cost of an additional month provided by the NLG Exchange Period increases, then the number of months in NLG Exchange Period would decrease.	<b>0 to 12 months</b>
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<b>Monthly Rider Charge per \$1,000</b>	The cost of insurance rate used in the calculation of the Rider Cost which is included in the monthly deduction from the policy Account Value and is not payable after this Rider has terminated. The Monthly Rider Charge per \$1,000 will not change on an in force contract. It may differ between new and in force contracts. The Monthly Rider Charge per \$1,000 may vary based on changes in any pricing factor for no lapse guarantee coverage that impacts anticipated NLG profitability for new sales. If the long term expected cost to providing NLG coverage increases, the Monthly Rider Charge per \$1,000 would increase.	<b>0.10 to 60.00</b>
<b>NLG Face Amount Multiplier</b>	A multiplier used within the calculation of the NLG Value within the NLG Rider. The multiplier is applied to the face amount to vary NLG Premiums required to satisfy the NLG Value Test by face amount. The multiplier will vary by face amount, gender, risk class and issue age. The multiplier will not change on a given contract unless the policyholder changes the face amount of the policy. The multiplier may differ between new and in force contracts. Higher NLG Face Amount Multiplier causes a higher premium to satisfy the NLG Value test.	<b>0.01 to 2.00</b>
<b>NLG Interest Rate for Death Benefit Option 1</b>	The interest rate used solely in the calculation of the NLG Value within the NLG Rider if the owner has elected Death Benefit Option 1. The NLG Interest Rate is an annual effective interest rate with the monthly rate credited each month within the NLG Value calculation. It will not change on an in force contract. It may differ between new and in force contracts. The NLG Interest Rate may vary based on changes in any pricing factor for no lapse guarantee coverage that impacts anticipated NLG profitability for new sales. If the long term expected cost to providing NLG coverage increases, the NLG Interest Rate would decrease.	<b>2.00% to 25.00%</b>
<b>NLG Interest Rate for Death Benefit Option 2</b>	The interest rate used solely in the calculation of the NLG Value within the NLG Rider if the owner has elected Death Benefit Option 2. The NLG Interest Rate is an annual effective interest rate with the monthly rate credited each month within the NLG Value calculation. It will not change on an in force contract. It may differ between new and in force contracts. The NLG Interest Rate may vary based on changes in any pricing factor for no lapse guarantee coverage that impacts anticipated NLG profitability for new sales. If the long term expected cost to providing NLG coverage increases, the NLG Interest Rate would decrease.	<b>2.00% to 25.00%</b>
<b>NLG Monthly Expense Charge Rate per \$1,000</b>	The rate that the Insurer will use in calculating the NLG Monthly Expense Charge. The rate differs by issue age and underwriting class. It will not change on an in force contract. It may differ between new and in force contracts. Higher NLG Monthly Expense Charge Rates per \$1,000 are used with older insureds and tobacco risk classes as the cost of providing coverage increases for each of these factors.	<b>0.00 to 85.00</b>
<b>NLG Tier Reduction Factors: Tier 2 Factors</b>	The portions of premiums received above the NLG Tier 1 Maximum Premium up to and including the NLG Tier 2 Maximum Premium that are deducted from the NLG Value described in the NLG Rider. They differ by issue age and underwriting class. They will not change on an in force contract. They may differ between new and in force contracts. The Tier 2 Factors may vary based on changes in any pricing factor for no lapse guarantee coverage that impacts anticipated NLG profitability for new sales. If the long term expected cost to providing NLG coverage increases, the Tier 2 Factors would increase.	<b>0.00% to 100.00%</b>
<b>NLG Tier Reduction Factors: Tier 3 Factors</b>	The portions of premiums received above the NLG Tier 2 Maximum Premium up to and including the NLG Tier 3 Maximum Premium that are deducted from the NLG Value described in the NLG Rider. They differ by issue age and underwriting class. They will not change on an in force contract. They may differ between new and in force contracts. The Tier 3 Factors may vary based on changes in any pricing factor for no lapse guarantee coverage that impacts anticipated NLG profitability for new sales. If the long term expected cost to providing NLG coverage increases, the Tier 3 Factors would increase.	<b>0.00% to 100.00%</b>

<b>NLG Tier Reduction Factors: Tier 4 Factors</b>	The portion of premiums received above the NLG Tier 3 Maximum Premium that are deducted from the NLG Value described in the NLG Rider. They differ by issue age and underwriting class. They will not change on an in force contract. They may differ between new and in force contracts. The Tier 4 Factors may vary based on changes in any pricing factor for no lapse guarantee coverage that impacts anticipated NLG profitability for new sales. If the long term expected cost to providing NLG coverage increases, the Tier 4 Factors would increase.	<b>0.00% to 100.00%</b>
<b>NLG Monthly Cost of Insurance Rate</b>	The rates that the Insurer will apply solely to calculate the NLG monthly cost of insurance within the NLG Rider. They differ by issue age and underwriting class. They will not change on an in force contract. They may differ between new and in force contracts. Higher NLG Monthly Cost of Insurance Rates are used with older insureds and tobacco risk classes as the cost of providing coverage increases for each of these factors.	<b>0.00 to 83.33333</b>
<b>NLG Tier 1 Maximum Premium</b>	The highest premium amounts that are assessed the Tier 1 Factor within the NLG Premium Reduction provision of the NLG Rider. They differ by issue age, underwriting class and policy size. They will not change on an in force contract. They may differ between new and in force contracts. Higher NLG Tier 1 Maximum Premiums are used with higher face amounts, older insureds and tobacco risk classes as the cost of providing coverage increases for each of these factors.	<b>0.00 to unlimited due to unlimited face amounts</b>
<b>NLG Tier 2 Maximum Premium</b>	The highest premium amounts that are assessed the Tier 2 Factor within the NLG Premium Reduction provision of the NLG Rider. They differ by issue age, underwriting class and policy size. They will not change on an in force contract. They may differ between new and in force contracts. Higher NLG Tier 2 Maximum Premiums are used with higher face amounts, older insureds and tobacco risk classes as the cost of providing coverage increases for each of these factors.	<b>0.00 to unlimited due to unlimited face amounts</b>
<b>NLG Tier 3 Maximum Premium</b>	The highest premium amounts that are assessed the Tier 3 Factor within the NLG Premium Reduction provision of the NLG Rider. They differ by issue age, underwriting class and policy size. They will not change on an in force contract. They may differ between new and in force contracts. Higher NLG Tier 3 Maximum Premiums are used with higher face amounts, older insureds and tobacco risk classes as the cost of providing coverage increases for each of these factors.	<b>0.00 to unlimited due to unlimited face amounts</b>
<b>Survivor Four Year Term Rider</b>	This wording will appear if the Survivor Four Year Term Rider was elected by the policyowner at issue.	<b>N/A</b>
<b>Survivor Four Year Term Rider: Charge</b>	The charge assessed solely in the calculation of the NLG Monthly Rider Charges within the NLG Rider. The charge is assessed only if the Survivor Four Year Term Rider is active. It will not change on an in force contract. It may differ between new and in force contracts. The Survivor Four Year Term Rider Charge may vary based on changes in any pricing factor for term life benefits that impacts anticipated NLG profitability for new sales. If the long term expected cost to providing term life coverage on NLG sales increases, the Survivor Four Year Term Rider Charge would increase.	<b>0.00 to 85.00</b>
<b>Joint First Death Term Life Insurance Rider</b>	This page will appear if the Joint First Death Term Life Insurance Rider was elected by the policyowner at issue.	<b>N/A</b>
<b>Joint First Death Term Life Insurance Rider: Charge</b>	The charge assessed solely in the calculation of the NLG Monthly Rider Charges within the NLG Rider. The charge is assessed only if the Joint First Death Term Life Insurance Rider is active. It will not change on an in force contract. It may differ between new and in force contracts. The Joint First Death Term Life Insurance Rider Charge may vary based on changes in any pricing factor for term life benefits that impacts anticipated NLG profitability for new sales. If the long term expected cost to providing term life coverage on NLG sales increases, the Joint First Death Term Life Insurance Rider Charge would increase.	<b>0.00 to 170.00</b>

<b>Joint First Death Decreasing Term Life Insurance Rider</b>	This page will appear if the Joint First Death Decreasing Term Life Insurance Rider was elected by the policyowner at issue.	<b>N/A</b>
<b>Joint First Death Decreasing Term Life Insurance Rider: Charge</b>	The charge assessed solely in the calculation of the NLG Monthly Rider Charges within the NLG Rider. The charge is assessed only if the Joint First Death Decreasing Term Life Insurance Rider is active. It will not change on an in force contract. It may differ between new and in force contracts. The Joint First Death Decreasing Term Life Insurance Rider Charge may vary based on changes in any pricing factor for term life benefits that impacts anticipated NLG profitability for new sales. If the long term expected cost to providing term life coverage on NLG sales increases, the Joint First Death Decreasing Term Life Insurance Rider Charge would increase.	<b>0.00 to 170.00</b>

# Agent/Producer Report for Joint Life Insurance Application

www.avivausa.com



## Aviva Life and Annuity Company

7700 Mills Civic Parkway  
West Des Moines, IA 50266-3862  
Life Customer Contact Center – Tel: 800 800 9882 Fax: 800 531 0038

### This Agent/Producer Report covers both Proposed Insureds. Where appropriate, please include information specific to each Proposed Insured.

1. a. Do the Proposed Insureds have any life insurance policy(ies) or annuity contract(s) currently active with Aviva Life and Annuity Company or any other company?  Yes  No  
(If Yes, and if required by state regulation, any Replacement Comparison, Notice or Statement must accompany this application.)

b. Will any life insurance policy(ies) or annuity contract(s) presently or recently in force be replaced or changed by this policy applied for?  Yes  No  
**if 1b is answered "yes", please complete the following questions i-xi, otherwise skip to question 2:**

- i. What is the primary reason for the replacement?
- ii. Are you the writing Agent/Producer on the current policy(ies)?  Yes  No
- iii. When was the current policy(ies) issued?
- iv. With what underwriting classification was the current policy(ies) issued?
- v. What are the current/proposed annualized premiums?
- vi. What are the current/proposed death benefit amounts?
- vii. What are the remaining surrender charges on the current policy(ies)?
- viii. Have you discussed/described the surrender charges and surrender charge period regarding the proposed policy?  Yes  No
- ix. If values from an existing annuity contract(s) are being used to pay premiums on the proposed policy, how has the original objective of the annuity contract(s) changed?
- x. If values from an existing annuity contract(s) are being used to pay premiums on the proposed policy, have the tax implications been explained to the customer?  Yes  No
- xi. 1035 Exchange (attach required forms)  External  Internal

2. a. How long have you known the Proposed Insureds?

b. Are the Proposed Insureds a relative of or do the Proposed Insureds have a business relationship with you?  Yes  No  
If Yes, explain

c. Did you personally see both of the Proposed Insureds to be covered and were answers recorded exactly as given?  Yes  No  
If No, explain and arrange for additional evidence of insurability

d. I personally viewed all driver's licenses or other government issued photo identification documents  Yes  No  
If no, please explain

3. Are the Proposed Insureds U.S. citizens?  Yes  No  
If no, how long in U.S.?  Type of Visa?

4. Was any other person present to answer questions?  Yes  No  
If yes, who and why



\* 1 7 9 8 6 0 2 1 2 0 1 \*

5. Do the Proposed Insureds and the Owner speak and understand English? .....  Yes  No

If no, please explain

6. Will any policy issued as a result of this application have any portion of the initial or future premiums paid, or otherwise provided, by anyone other than an insured, their family or employer? .....  Yes  No

7. In the last 5 years, has any Owner or Proposed Insured sold a life insurance policy or annuity contract to a life settlement or viatical company, secondary market purchaser or investor? .....  Yes  No

8. Will any person or entity, other than a life insurance company, evaluate any Proposed Insured to provide any form of life expectancy evaluation? .....  Yes  No

**If answering yes to questions 6, 7 or 8, please provide details of the financing, sale or evaluation in question 13.**

9. **Medical requirements arranged:**  Paramedical Exam  EKG  Blood Analysis

Physician's Exam Date Scheduled

Check here if the exam has already been done

Name & Phone # of vendor

10. Complete the following information only if a Spouse is other than a Proposed Insured:

Proposed Insured #1, Information about Spouse	Proposed Insured #2, Information about Spouse
Name	Name
Occupation	Occupation
Amount of life insurance inforce	Amount of life insurance inforce
Annual earned income	Annual earned income

11.a. Purpose of insurance  Business  Personal  Estate

(If multi-purpose, give percentage of face or split the amount by purpose in remarks section below.)

b. If Business:  Deferred Comp  Buy/Sell  Split Dollar  Key Person

Other

Business net annual income \$  Business net worth \$

Proposed Insureds Business life insurance inforce \$  % of ownership

Business life insurance issued or applied for on other Owners, Officers, Partners or Key Person(s):

Name and Title	% of Business Owned	Insurance Company	Amount in Force
			\$
			\$
			\$
			\$

12.  Additional  Alternate policy: Amount \$  Plan

13. Remarks



## AGENT/PRODUCER'S CERTIFICATION

I certify that:

- I saw and know both Proposed Insureds to be the persons described in this application;
- I reviewed the appropriate documents, and have truly and accurately recorded the information supplied by both Proposed Insureds;
- I know of no condition affecting the eligibility or insurability of both Proposed Insureds not fully set forth in the application;
- I have made no declaration, representation, or waiver regarding coverage or the provisions or terms of the application or policy;
- I am licensed in the state in which this application was completed;
- I have delivered all required notices and disclosures and fully complied with all privacy and replacement regulations;
- All state approved disclosure notices, statements or other information required by state or federal laws were given to the Owner at the time of application and only company authorized sales materials were used;
- I have read and understand Aviva's policies regarding Stranger Originated Life Insurance ("STOLI") and Premium Financing, and to the best of my knowledge, the insurance policy being applied for does not violate the stated intent or spirit of either such policy;
- I have not promoted, been involved with and I am not aware of: (1) any planned sale or assignment of this insurance policy to a life settlement or viatical company, secondary market purchaser or investor, (2) any planned sale or assignment of any interest in a trust or entity that shall own or have interest in this insurance policy, or (3) any Owner, Proposed Insured or Beneficiary receiving or being offered money, future payments, "free insurance" or anything of value in connection with the insurance policy being applied for, and;
- I assume full responsibility for the delivery of the policy and the submission of the first premium.

Agency No.	Agency Name
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List of all Agents/Producers (please print)	Agent/Producer code #	Commission share

Signed at		
Signature (Writing Agent/Producer)		Date (mm/dd/yy)
X		/ /
Phone #	E-Mail	Fax #

Preferred mode of communication?  Phone  E-Mail  Fax

How did this sale originate?



\* 1 7 9 8 6 0 2 1 2 0 3 \*

SERFF Tracking Number: NDPL-127689433 State: Arkansas  
 Filing Company: Aviva Life and Annuity Company State Tracking Number: 50113  
 Company Tracking Number: FORM 2JBB12  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)  
 Adjustable Life  
 Product Name: Form 2JBB12  
 Project Name/Number: Form 2JBB12 /Form 2JBB12

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/10/2011		Supporting Explanation of Variability Document	11/28/2011	AR ISUL II EOV.pdf (Superseded)