

<i>SERFF Tracking Number:</i>	AMER-127695875	<i>State:</i>	Arkansas
<i>Filing Company:</i>	Aviva Life and Annuity Company	<i>State Tracking Number:</i>	50358
<i>Company Tracking Number:</i>	BAAIR2 (10/11)		
<i>TOI:</i>	A071 Individual Annuities - Special	<i>Sub-TOI:</i>	A071.001 Equity Indexed
<i>Product Name:</i>	BAAIR2 (10/11)		
<i>Project Name/Number:</i>	/BAAIR2 (10/11)		

Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: BAAIR2 (10/11)

TOI: A071 Individual Annuities - Special

Sub-TOI: A071.001 Equity Indexed

Filing Type: Form

SERFF Tr Num: AMER-127695875 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 50358

Co Tr Num: BAAIR2 (10/11)

State Status: Approved-Closed

Authors: Jaime Gertsen, Sara
Grovo, Jeff Heagel

Reviewer(s): Linda Bird

Disposition Date: 12/05/2011

Date Submitted: 11/29/2011

Disposition Status: Approved-
Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name:

Project Number: BAAIR2 (10/11)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 12/05/2011

State Status Changed: 12/05/2011

Created By: Jeff Heagel

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Jeff Heagel

Filing Description:

RE: Income Rider, form number BAAIR2 (10/11)

Attached is the above-referenced form for the Department's review and approval. Rider BAAIR2 (10/11) is an elective income rider that is designed to be utilized with our indexed deferred annuity offering. This rider is new and does not replace any existing form. An actuarial memorandum has been attached for your reference.

The Rider will provide for a guaranteed level of income as long as the specified life is alive, regardless of Accumulation Value. The level of guaranteed income is determined by multiplying the Income Base by the Maximum Annual withdrawal Percentage for the date that income commences.

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There is a cost associated with the election of this Rider. If the Rider is elected, the cost associated with the Rider is deducted from the annuity Contract to which the Rider is attached.

The Rider may be utilized with the following indexed annuity contract forms:

Contract Form: Approval Date:
 BAA8 (09/09) 01/05/2010
 BAA12 (09/09) 01/05/2010

This filing does not contain any unusual or possibly controversial items from normal company or industry standards. Please let me know if you require additional information.

Company and Contact

Filing Contact Information

Jeff Heagel, Product Compliance Specialist jeff.heagel@avivausa.com
 7700 Mills Civic Parkway 515-342-3286 [Phone]
 West Des Moines, IA 50266-3862

Filing Company Information

Aviva Life and Annuity Company	CoCode: 61689	State of Domicile: Iowa
555 South Kansas Avenue	Group Code: 44	Company Type: Insurance
Topeka, KS 66603	Group Name:	State ID Number:
(785) 295-4352 ext. [Phone]	FEIN Number: 42-0175020	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$50.00	11/29/2011	54116520

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/05/2011	12/05/2011

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	Linda Bird	12/01/2011	12/01/2011	Jeff Heagel	12/01/2011	12/01/2011

SERFF Tracking Number: AMER-127695875 *State:* Arkansas
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Disposition

Disposition Date: 12/05/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMER-127695875 *State:* Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Balanced Allocation Lifetime Income Rider		Yes

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Project Name/Number: /BAAIR2 (10/11)

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/01/2011
Submitted Date	12/01/2011
Respond By Date	01/03/2012

Dear Jeff Heagel,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: The filing requires a Statement of Variability.

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.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 12/01/2011
Submitted Date 12/01/2011

Dear Linda Bird,

Comments:

Thank you for your review.

Response 1

Comments: Please see attached SOV.

Related Objection 1

Comment:

The filing requires a Statement of Variability.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Statement of Variability

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Jaime Gertsen, Jeff Heagel, Sara Grovo

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	BAAIR2 (10/11)	Policy/Cont ract/Fraternal Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.500	BAAIR2 10-11.pdf

INCOME RIDER

RIDER DATA PAGE

Contract Number	{Specimen}
Rider Effective Date	{09/01/2011}
Initial Rider Charge	{0.75%}
Rider Charge Adjustment	{0.20%}
Income Waiting Period (following the Rider Effective Date)	{0 months}
Minimum Attained Age for Lifetime Income Withdrawals	{50}
Initial Income Base	{\$100,000}
Income Base Crediting Option	{1}
Income Base Guaranteed Interest Rate	
• for Accumulation Years {1-5}	{6.00%}
• for Accumulation Years {6-10}	{6.00%}
• for Accumulation Years {11-15}*	{6.00%}
• for Accumulation Years {16-18}*	{6.00%}
*If elected by you under the Accumulation Years provision of this Rider	
Balanced Allocation Income Percentage	{50%}
Accumulation Years	{10}
Maximum Accumulation Years	{18}
Lifetime Income Withdrawal Inclusion Percentage	{100%}

Guaranteed Income Growth Factors

Income Option	{Minimum Specified Annual Percentage}	{Minimum Earnings Inclusion Percentage}	{Minimum Inflation Inclusion Percentage}
Level	0%	0%	0%
{Increasing	{3%}	0%	0%
{Earnings-Indexed	0%	{50%}	0%
{Inflation-Indexed	0%	0%	{60%}

{For Qualified Contracts, the Guaranteed Income Growth Factors are all set to zero during the Extended Income Guarantee Phase. For other Contracts, the Guaranteed Income Growth Factors during the Extended Income Guarantee Phase remain unchanged from the Income Phase.}

{The Guaranteed Income Growth Factors are all set to zero during the Extended Income Guarantee Phase.}

GUARANTEED MAXIMUM ANNUAL WITHDRAWAL PERCENTAGES

Ages		Level Income		{Increasing Income}		{Earnings-Indexed Income}		{Inflation-Indexed Income}	
Issue Age	Attained Age	Single Life	Joint Life	Single Life	Joint Life	Single Life	Joint Life	Single Life	Joint Life
{40-44}	{40-44}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}
{40-44}	{45-49}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}
{40-44}	{50-54}	{3.5%}	{3.0%}	{2.5%}	{2.0%}	{2.5%}	{2.0%}	{2.5%}	{2.0%}
{40-44}	{55-59}	{4.0%}	{3.5%}	{3.0%}	{2.5%}	{3.0%}	{2.5%}	{3.0%}	{2.5%}
{40-44}	{60-64}	{4.5%}	{4.0%}	{3.5%}	{3.0%}	{3.5%}	{3.0%}	{3.5%}	{3.0%}
{40-44}	{65-69}	{5.0%}	{4.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}
{40-44}	{70-74}	{5.5%}	{5.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}
{40-44}	{75-79}	{6.0%}	{5.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}
{40-44}	{80-84}	{6.5%}	{6.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}
{40-44}	{85-89}	{7.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}
{40-44}	{90+}	{7.5%}	{6.5%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}
{45-49}	{45-49}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}	{N/A}
{45-49}	{50-54}	{3.5%}	{3.0%}	{2.5%}	{2.0%}	{2.5%}	{2.0%}	{2.5%}	{2.0%}
{45-49}	{55-59}	{4.0%}	{3.5%}	{3.0%}	{2.5%}	{3.0%}	{2.5%}	{3.0%}	{2.5%}
{45-49}	{60-64}	{4.5%}	{4.0%}	{3.5%}	{3.0%}	{3.5%}	{3.0%}	{3.5%}	{3.0%}
{45-49}	{65-69}	{5.0%}	{4.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}
{45-49}	{70-74}	{5.5%}	{5.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}
{45-49}	{75-79}	{6.0%}	{5.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}
{45-49}	{80-84}	{6.5%}	{6.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}
{45-49}	{85-89}	{7.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}

GUARANTEED MAXIMUM ANNUAL WITHDRAWAL PERCENTAGES

Ages		Level Income		{Increasing Income}		{Earnings-Indexed Income}		{Inflation-Indexed Income}	
Issue Age	Attained Age	Single Life	Joint Life	Single Life	Joint Life	Single Life	Joint Life	Single Life	Joint Life
{45-49}	{90+}	{7.5%}	{6.5%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}
{50-54}	{50-54}	{3.5%}	{3.0%}	{2.5%}	{2.0%}	{2.5%}	{2.0%}	{2.5%}	{2.0%}
{50-54}	{55-59}	{4.0%}	{3.5%}	{3.0%}	{2.5%}	{3.0%}	{2.5%}	{3.0%}	{2.5%}
{50-54}	{60-64}	{4.5%}	{4.0%}	{3.5%}	{3.0%}	{3.5%}	{3.0%}	{3.5%}	{3.0%}
{50-54}	{65-69}	{5.0%}	{4.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}
{50-54}	{70-74}	{5.5%}	{5.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}
{50-54}	{75-79}	{6.0%}	{5.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}
{50-54}	{80-84}	{6.5%}	{6.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}
{50-54}	{85-89}	{7.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}
{50-54}	{90+}	{7.5%}	{6.5%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}
{55-59}	{55-59}	{4.0%}	{3.5%}	{3.0%}	{2.5%}	{3.0%}	{2.5%}	{3.0%}	{2.5%}
{55-59}	{60-64}	{4.5%}	{4.0%}	{3.5%}	{3.0%}	{3.5%}	{3.0%}	{3.5%}	{3.0%}
{55-59}	{65-69}	{5.0%}	{4.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}
{55-59}	{70-74}	{5.5%}	{5.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}
{55-59}	{75-79}	{6.0%}	{5.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}
{55-59}	{80-84}	{6.5%}	{6.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}
{55-59}	{85-89}	{7.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}
{55-59}	{90+}	{7.5%}	{6.5%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}
{60-64}	{60-64}	{4.5%}	{4.0%}	{3.5%}	{3.0%}	{3.5%}	{3.0%}	{3.5%}	{3.0%}
{60-64}	{65-69}	{5.0%}	{4.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}
{60-64}	{70-74}	{5.5%}	{5.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}

GUARANTEED MAXIMUM ANNUAL WITHDRAWAL PERCENTAGES

Ages		Level Income		{Increasing Income}		{Earnings-Indexed Income}		{Inflation-Indexed Income}	
Issue Age	Attained Age	Single Life	Joint Life	Single Life	Joint Life	Single Life	Joint Life	Single Life	Joint Life
{60-64}	{75-79}	{6.0%}	{5.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}
{60-64}	{80-84}	{6.5%}	{6.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}
{60-64}	{85-89}	{7.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}
{60-64}	{90+}	{7.5%}	{6.5%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}
{65-69}	{65-69}	{5.0%}	{4.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}	{4.0%}	{3.5%}
{65-69}	{70-74}	{5.5%}	{5.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}
{65-69}	{75-79}	{6.0%}	{5.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}
{65-69}	{80-84}	{6.5%}	{6.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}
{65-69}	{85-89}	{7.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}
{65-69}	{90+}	{7.5%}	{6.5%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}
{70-74}	{70-74}	{5.5%}	{5.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}	{4.5%}	{4.0%}
{70-74}	{75-79}	{6.0%}	{5.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}
{70-74}	{80-84}	{6.5%}	{6.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}
{70-74}	{85-89}	{7.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}
{70-74}	{90+}	{7.5%}	{6.5%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}
{75-79}	{75-79}	{6.0%}	{5.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}	{5.0%}	{4.5%}
{75-79}	{80-84}	{6.5%}	{6.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}
{75-79}	{85-89}	{7.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}
{75-79}	{90+}	{7.5%}	{6.5%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}
{80+}	{80-84}	{6.5%}	{6.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}	{5.5%}	{5.0%}
{80+}	{85-89}	{7.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}	{6.0%}	{5.5%}
{80+}	{90+}	{7.5%}	{6.5%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}	{6.5%}	{6.0%}

Income Rider Enhanced Income Benefit Data	
Enhanced Income Trigger Period	{180} of the last {250} days
Enhanced Income Benefit Limit Period	{60 months}
Qualification Waiting Period (following the Rider Effective Date)	{1 year}
Income Withdrawal Multiplier	{2}
Enhanced Income Initial Condition	<p>{None of the lives on which Lifetime Income Withdrawals are based are confined to a Qualified Care Facility.}</p> <p>{All of the lives on which Lifetime Income Withdrawals are based can perform all six of the six Activities of Daily Living (“ADL’s”), where the ADL’s are defined to be 1) personal hygiene and grooming; 2) dressing oneself; 3) feeding oneself; 4) functional transfer in and out of bed; 5) ambulation by walking or use of a wheelchair; and 6) continence.}</p> <p>{None of the lives on which Lifetime Income Withdrawals are based are confined to a Qualified Care Facility <u>AND</u> all of the lives on which Lifetime Income Withdrawals are based can perform all six of the six Activities of Daily Living (“ADL’s”), where the ADL’s are defined to be 1) personal hygiene and grooming; 2) dressing oneself; 3) feeding oneself; 4) functional transfer in and out of bed; 5) ambulation by walking or use of a wheelchair; and 6) continence.}</p>
Enhanced Income Trigger Condition	<p>{Any of the lives on which Lifetime Income Withdrawals are based are confined to a Qualified Care Facility.}</p> <p>{A Physician confirms in writing that any of the lives on which Lifetime Income Withdrawals are based cannot perform at least {two} of the six Activities of Daily Living (“ADL’s”), where the ADL’s are defined to be 1) personal hygiene and grooming; 2) dressing oneself; 3) feeding oneself; 4) functional transfer in and out of bed; 5) ambulation by walking or use of a wheelchair; and 6) continence;}</p> <p>{Any of the lives on which Lifetime Income Withdrawals are based are confined to a Qualified Care Facility OR a Physician confirms in writing that any of the lives on which Lifetime Income Withdrawals are based cannot perform at least {two} of the six Activities of Daily Living (“ADL’s”), where the ADL’s are defined to be 1) personal hygiene and grooming; 2) dressing oneself; 3) feeding oneself; 4) functional transfer in and out of bed; 5) ambulation by walking or use of a wheelchair; and 6) continence. }</p>

Income Rider Death Benefit Data	
Income Rider Death Benefit Option	{Yes}

If You have selected the Income Rider Death Benefit Option then the following data items are also applicable:

Death Benefit Waiting Period (following the Rider Effective Date)	{0 months}
Initial Death Benefit Cap	{\$200,000}
Death Benefit Cap Withdrawal Inclusion Percentage	{0%}
Death Benefit Cap Lifetime Withdrawal Inclusion Percentage	{0%}
Death Benefit Cap Interest Rate	{0.00%}
Income Base Inclusion Percentage	{100%}
Number of Annual Death Benefit Payments	{5}
Timing of First Death Benefit Payment	{No later than 60 days after the Notification Date}

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- **The Rider**

This Income Rider ("Rider") shall be attached to and made part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Rider and the provisions of Your Contract, the provisions of this Rider shall control. The provisions of this Rider shall be interpreted so that Your Contract as endorsed by this Rider complies with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code, or other required minimum distribution sections of the Internal Revenue Code.

- **Rider Benefit**

This Rider permits You to receive an income guaranteed for Your life, or where the Owner is not a natural person, the life of the Annuitant. The income amount is called a Lifetime Income Withdrawal. The maximum Lifetime Income Withdrawal amount available each Contract Year is called the Maximum Lifetime Income Withdrawal. You may receive an amount up to the Maximum Lifetime Income Withdrawal each Contract Year, until Your death, even if Your Lifetime Income Withdrawals reduce Your Contract's Accumulation Value to zero. There is a charge for this Rider.

- **Rider Effective Date**

Coverage provided by this Rider is effective as of the Rider Effective Date shown in the Rider Data Pages.

- **Income Waiting Period**

The Income Waiting Period is the minimum period of time that must elapse after the Rider Effective Date before you can receive a Lifetime Income Withdrawal.

- **Owner; Annuitant**

When there is only one Owner, any reference to Owner shall mean the sole Owner named in Your Contract. Unless otherwise specified under this Rider, when there are Joint Owners, any reference to Owner shall mean both Joint Owners. When there is only one Annuitant, any reference to Annuitant shall mean the sole Annuitant named in Your Contract. Unless otherwise specified under this Rider, when there are Joint Annuitants, any reference to Annuitant shall mean both Joint Annuitants.

This Rider may be added to Your annuity Contract only if the Owner and Annuitant are the same person, unless the Owner is not a natural person, which in that case the Owner must hold the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the Annuitant. If there are Joint Owners then the Owners must be spouses. If there are Joint Annuitants then the Annuitants must be spouses.

- **Withdrawals**

Unless otherwise specified under this Rider, the term Withdrawals includes Lifetime Income Withdrawals and any Withdrawals taken under Your Contract. Each Contract Year during the Income Phase Your Free Withdrawal Amount will be the greater of the Free Withdrawal Amount defined in Your Contract and the Maximum Lifetime Income Withdrawal.

- **Issue Age**

For Single Life Withdrawals as described below in the Income Benefit Election section of this Rider, Issue Age means the age of the person on whose life the Lifetime Income Withdrawals are based as of his or her last birthday on the Rider Effective Date. If there are Joint Life Withdrawals, Issue Age means the age of the younger of the two persons on whose lives the Lifetime Income Withdrawals are based as of his or her last birthday on the Rider Effective Date.

- **Attained Age**

For Single Life Withdrawals as described below in the Income Benefit Election section of this Rider, Attained Age means the age of the person on whose life the Lifetime Income Withdrawals are based as of his or her last birthday at the time We first pay You a Lifetime Income Withdrawal. If there are Joint Life Withdrawals, Attained Age means the age of the younger of the two persons on whose lives the Lifetime Income Withdrawals are based as of his or her last birthday at the time We first pay You a Lifetime Income Withdrawal.

- **Rider Charge**

There is a charge for this Rider that is an annual rate used in the calculation of Interest Earnings as described in Your Contract. In no case will the Rider Charge result in Interest Earnings that are less than zero. The Initial Rider Charge is shown on the Rider Data Pages. The Rider Charge can only be increased if you elect to extend the Accumulation Years as described in the Accumulation Years provision of this Rider. Any increase in the Rider Charge is limited to the Rider Charge Adjustment shown on the Rider Data Pages multiplied by the number of years the Accumulation Years are extended.

- **Rider Phases**

This Rider calculates benefits based on three phases (periods of time covered by the rider) as follows:

1. The Accumulation Phase is the period of time during which Lifetime Income Withdrawals are not being taken. The Accumulation Phase begins on the Rider Effective Date and ends on the day immediately before the date of Your first Lifetime Income Withdrawal.
2. The Income Phase is the period of time during which Lifetime Income Withdrawals are being taken. The Income Phase begins on the day of Your first Lifetime Income Withdrawal and ends on the day immediately preceding the date Your Contract's Accumulation Value is equal to zero.
3. The Extended Income Guarantee Phase begins on the first day after the date during the Income Phase that Your Contract's Accumulation Value is reduced to zero for any reason other than an Excess Withdrawal and ends on the date this Rider is terminated as described in the Termination section of this Rider.

- **Income Options**

You must select an Income Option when We first pay You a Lifetime Income Withdrawal. The available Income Options are shown in the Rider Data Pages. In addition to the Income Option You select, there are several factors used to determine Your Maximum Lifetime Income Withdrawal, specifically Your Issue Age, Your Attained Age at the time We first pay You a Lifetime Income Withdrawal, and Your choice of whether You want the Lifetime Income Withdrawals to be paid based on one individual's lifetime (Single Life Withdrawals), or based on two individuals' lifetimes (Joint Life Withdrawals). These factors determine the Guaranteed Maximum Annual Withdrawal Percentage. We will set the Maximum Annual Withdrawal Percentage to the rate We then currently declare when We first pay You a Lifetime Income Withdrawal. { The Maximum Annual Withdrawal Percentage will be no less than the Guaranteed Maximum Annual Withdrawal Percentage for the Income Option that You choose, and it will not change after We set it. }

The table of Guaranteed Maximum Annual Withdrawal Percentages in the Rider Data Pages is applied based on the Annuitant on the Rider Effective Date. If the Annuitant is subsequently changed under the Spousal Continuation provision of this Rider during the Accumulation Phase, the table of Guaranteed Maximum Annual Withdrawal Percentages will be applied based on the new Annuitant.

The table of Guaranteed Maximum Annual Withdrawal Percentages in the Rider Data Pages may also be applied based on You and Your spouse, if Your spouse is the sole Beneficiary of Your Contract.

The Income Options available are:

Level Income, providing a Maximum Lifetime Income Withdrawal which is level{.}{;}

{Increasing Income, providing a Maximum Lifetime Income Withdrawal which increases by the Specified Annual Percentage each Contract Year. We will set the Specified Annual Percentage to the rate We then currently declare when We first pay You a Lifetime Income Withdrawal. The Specified Annual Percentage will be no less than the Minimum Specified Annual Percentage shown in the Rider Data Pages, and it will not change after We set it {during the Income Phase. The Specified Annual Percentage will be set to zero during the Extended Income Guarantee Phase}{.}{;}}

{Earnings-Indexed Income, providing a Maximum Lifetime Income Withdrawal that has the potential to increase based on the Interest Earnings Factor of Your Contract and the Earnings Inclusion Percentage. We will set the Earnings Inclusion Percentage to the rate We then currently declare when We first pay You a Lifetime Income Withdrawal. The Earnings Inclusion Percentage will be no less than the Minimum Earnings Inclusion Percentage shown in the Rider Data Pages, and it will not change after We set it {during the Income Phase. The Earnings Inclusion Percentage will be set to zero during the Extended Income Guarantee Phase}{.}{;}}

{Inflation-Indexed Income, providing a Maximum Lifetime Income Withdrawal that has the potential to increase based on increases in the Consumer Price Index (CPI-U) and the Inflation Inclusion Percentage, as described below in the Inflation-Indexed Income section. We will set the Inflation Inclusion Percentage to the rate We then currently declare when We first pay You a Lifetime Income Withdrawal. The Inflation Inclusion Percentage will be no less than the Minimum Inflation Inclusion Percentage shown in the Rider Data Pages, and it will not change after We set it {during the Income Phase. The Inflation Inclusion Percentage will be set to zero during the Extended Income Guarantee Phase}.}

Once an Income Option is selected it cannot be changed.

- **Income Benefit Election**

During the Accumulation Phase, at any time after the Income Waiting Period shown in the Rider Data Pages, You may submit a Notice to start receiving Lifetime Income Withdrawals, as long as the age of the person on whose life the Lifetime Income Withdrawals are based as of his or her last birthday is greater than or equal to the Minimum Attained Age for Lifetime Income Withdrawals shown in the Rider Data Pages.

If the Income Waiting Period is zero (0), and the age of the person on whose life the Lifetime Income Withdrawals are based as of his or her last birthday on the Rider Effective Date is greater than or equal to the Minimum Attained Age for Lifetime Income Withdrawals, You may request Lifetime Income Withdrawals beginning on the Rider Effective Date. If You wish to receive Lifetime Income Withdrawals beginning on any date other than the Rider Effective Date, You must Notify Us at least fifteen (15) days before the date that Lifetime Income Withdrawals are to become effective.

Lifetime Income Withdrawals may be based on a single life or two joint lives and may be taken in equal monthly, quarterly, semi-annual or annual installments. When You notify Us that You wish to start receiving Lifetime Income Withdrawals, You must choose an Income Option, and whether withdrawals are to be based on a single life or two joint lives. These choices may not be changed later.

If You are the sole Owner, Lifetime Income Withdrawals may be taken as:

1. Single Life Withdrawals based on Your life; or
2. Joint Life Withdrawals based on Your life and the life of Your spouse who is the sole Beneficiary on Your Contract.

If there are Joint Owners who are natural persons, Lifetime Income Withdrawals may be taken as follows:

1. Single Life Withdrawals based on the life of either of the Joint Owners; or
2. Joint Life Withdrawals based on the lives of both Joint Owners.

If the Owner is not a natural person, Lifetime Income Withdrawals may be taken as follows:

1. Single Life Withdrawals based on the life of the Annuitant or the life of either of the Joint Annuitants; or
2. Joint Life Withdrawals based on the lives of both Joint Annuitants.

During the Income Phase, You may Notify Us to change the frequency or amount of Lifetime Income Withdrawals up to the Maximum Lifetime Income Withdrawal. Any Lifetime Income Withdrawals before the effective date of a change will be unaffected by the Notice and will be paid as scheduled. As well, You may Notify Us to suspend Lifetime Income Withdrawals. You must Notify Us at least fifteen (15) days before You can make such a change or suspension.

- **Accumulation Phase**

The following provisions apply only during the Accumulation Phase.

- **Accumulation Years**

During the Accumulation Phase, and before the Income Phase has begun, interest will be credited to the Income Base on a daily basis at the Income Base Guaranteed Interest Rate. Additional interest may be credited to the Income Base, depending on the Interest Earnings Factor of Your Contract, as described in the next section.

When We first pay You a Lifetime Income Withdrawal, the Maximum Lifetime Income Withdrawal is calculated and will change thereafter only in accordance with the Maximum Lifetime Income Withdrawal During the Income Phase provision of this Rider. No further interest will be credited to the Income Base.

At any time during the Accumulation Phase, before the end of the Accumulation Years shown in the Rider Data Pages, You may elect to extend the Accumulation Years. However, in no event can the total number of Accumulation Years in the Accumulation Phase exceed the Maximum Accumulation Years shown in the Rider Data Pages. To make an election to extend the Accumulation Years, You must Notify Us at least four (4) Business Days before the end of the Accumulation Years shown in the Rider Data Pages. The Notice must state the number of years the Accumulation Years are to be extended.

If You elect to extend the Accumulation Years, We may increase the Rider Charge on a Term End Date on or after the last day of the Accumulation Years shown in the Rider Data Pages. The increase in the Rider Charge will be limited to the Rider Charge Adjustment multiplied by the number of years the Accumulation Years are extended. The Rider Charge Adjustment is shown in the Rider Data Pages.

- **Income Base during the Accumulation Phase**

The Income Base Guaranteed Interest Rate and Balanced Allocation Income Percentage applicable during the Accumulation Phase depend on the Income Base Crediting Option that You selected on the application for this Rider as shown in the Rider Data Pages.

At the start of the Accumulation Phase, the Income Base is equal to the Initial Income Base defined in the Rider Data Pages. On any day during the Accumulation Phase after its starting day, the Income Base on any day is equal to (A) plus (B) plus (C) minus (D) where:

(A) The Income Base as of the previous day after all transactions are recorded for such day; plus

(B) The amount of interest credited to (A) above on that day based on the Income Base Guaranteed Interest Rate shown in the Rider Data Pages (applicable only during the Accumulation Phase and only during the Accumulation Years); plus

(C) The Balanced Allocation Income Base Credit, if any, for that day; minus

(D) An amount equal to (a) multiplied by the greater of 1.00 and the result of (b) divided by (c) where:

(a) Is the difference between Your Contract's Accumulation Value immediately before any Withdrawals on that day and Your Contract's Accumulation Value after any Withdrawals on that day;

(b) Is the Income Base before any Withdrawals on that day; and

(c) Is Your Contract's Accumulation Value before any Withdrawals on that day.

We calculate the Balanced Allocation Income Base Credit only during the Accumulation Years. We calculate it on each Term End Date during the Accumulation Years, and at the end of the Accumulation Years if that is not a Term End Date. We calculate it as (A) multiplied by (B) multiplied by (C) multiplied by (D) where:

(A) Is Your Contract's Accumulation Value on the date of calculation;

(B) Is the Balanced Allocation Income Percentage shown in the Rider Data Pages;

(C) Is the Interest Earnings Factor for Your Contract on that date, but not less than zero; and

(D) Is the Elapsed Term divided by the Term.

- **The Income Phase and The Extended Income Guarantee Phase**

The following provisions apply during the Income Phase and Extended Income Guarantee Phase.

- **Income Base**

The amount of Included Lifetime Income Withdrawals for any day is the amount of Lifetime Income Withdrawals for that day multiplied by the Lifetime Income Withdrawal Inclusion Percentage. This reduces the Income Base on a Dollar for Dollar basis.

The Income Base on any day during the Income Phase is equal to (A) minus (B) minus (C) where:

(A) is the Income Base as of the previous day after all transactions are recorded for that day;

(B) is the amount of any Included Lifetime Income Withdrawals on that day; and

(C) is a multiplied by b where:

(a) is the amount of any Withdrawal that exceeds an Included Lifetime Income Withdrawal on that day; and

(b) is the Income Base on that day before deduction of amount (a) divided by Your Contract's Accumulation Value on that day before deduction of amount (a). This reduces the Income Base on a proportional basis.

The Income Base on any day during the Extended Income Guarantee Phase is equal to (A) minus (B) where:

(A) is the Income Base as of the previous day after all transactions are recorded for that day; and

(B) is the amount of any Lifetime Income Withdrawals on that day.

- **Lifetime Income Withdrawals**

During the Income Phase, there will be no Withdrawal Charges or Market Value Adjustments applied to Lifetime Income Withdrawals taken during any Contract Year in which the total amount of all Withdrawals taken during that Contract Year is less than or equal to the Maximum Lifetime Income Withdrawal. However, the sum of any Excess Withdrawals taken during a Contract Year that cause the total of all Withdrawals to exceed Your Contract's Free Withdrawal amount may be subject to any applicable Withdrawal Charges and Market Value Adjustments.

- **Maximum Lifetime Income Withdrawal During the Income Phase**

The Maximum Lifetime Income Withdrawal is calculated each Contract Year; any unused amount for a particular Contract Year cannot be carried over to later Contract Years.

An Excess Withdrawal is defined as any portion of the total amount of all Withdrawals taken during a Contract Year that is in excess of the Maximum Lifetime Income Withdrawal.

When We first pay You a Lifetime Income Withdrawal We will calculate the Maximum Lifetime Income Withdrawal. On the first day of the Income Phase, the Maximum Lifetime Income Withdrawal is equal to the applicable Maximum Annual Withdrawal Percentage multiplied by the greater of (A) and (B) where:

- (A) Is the Income Base on that day; and
- (B) Is Your Contract's Accumulation Value on that day.

The Guaranteed Maximum Annual Withdrawal Percentage is determined according to the table on the Rider Data Pages. We set the Maximum Annual Withdrawal Percentage on the first day of the Income Phase to be at least equal to the Guaranteed Maximum Annual Withdrawal Percentage for the Income Option that You select. The Maximum Annual Withdrawal Percentage does not change after that.

During the Income Phase, the Maximum Lifetime Income Withdrawal will only increase if:

1. It is increased due to growth in Your Contract's Accumulation Value as described in the Maximum Lifetime Income Withdrawal Calculation section of this Rider; {or}
2. It is increased using the Income Withdrawal Multiplier as described in the Enhanced Income Benefit section of this Rider{.}; or
3. The Income Option selected provides for {Increasing Income} {or} {Earnings-Indexed Income} {or} {Inflation-Indexed Income} as described in the Maximum Lifetime Income Withdrawal Growth Calculation section of this Rider.}

During the Income Phase, the Maximum Lifetime Income Withdrawal will only decrease if:

1. The Maximum Lifetime Income Withdrawal qualified for an increase due to the Income Withdrawal Multiplier and subsequently ceases to qualify as described in the Enhanced Income Benefit section of this Rider; or
2. An Excess Withdrawal is taken.

On any day that an Excess Withdrawal is taken, the Maximum Lifetime Income Withdrawal immediately following the Excess Withdrawal shall be equal to (A) multiplied by $[1.00 \text{ minus } [(B) \text{ divided by } (C)]]$ where:

- (A) Is the Maximum Lifetime Income Withdrawal on that day before the Excess Withdrawal;
- (B) Is the amount deducted from Your Contract's Accumulation Value with respect to the Excess Withdrawal; and
- (C) Is Your Contract's Accumulation Value on that day, after any Lifetime Income Withdrawal and before the Excess Withdrawal.

Based on the above formula, an Excess Withdrawal will reduce the Maximum Lifetime Income Withdrawal by the same proportion that Your Contract's Accumulation Value is reduced by an Excess Withdrawal. Therefore, if an Excess Withdrawal reduces Your Contract's Accumulation Value to zero, the Maximum Lifetime Income Withdrawal will also be reduced to zero in which case the Rider will terminate and Lifetime Income Withdrawals will cease.

- **Maximum Lifetime Income Withdrawal Growth Calculation**

The Maximum Lifetime Income Withdrawal may increase during the Income Phase {or the Extended Income Guarantee Phase{, unless otherwise specified below }}. Any increase will be based on {the Specified Annual Percentage (if You have selected Increasing Income)} {or} {the Interest Earnings Factor (if You have selected Earnings-Indexed Income)} {or} {the Consumer Price Index (if You have selected Inflation-Indexed Income)}.

- **Increasing Income**

If You have selected Increasing Income then on each Contract Anniversary {occurring no later than the time the Extended Income Guarantee Phase is entered,} We will calculate a new Maximum Lifetime Income Withdrawal by multiplying the Maximum Lifetime Income Withdrawal by $(1.00 \text{ plus the Specified Annual Percentage})^T$, where T is lesser of one year and the time since the end of the Accumulation Phase. The time T will be expressed in years and fractional years and rounded to two decimal places.

- **Earnings-Indexed Income**

If You have selected Earnings-Indexed Income then We will calculate a new Maximum Lifetime Income Withdrawal on each Term End Date {occurring no later than the time the Extended Income Guarantee Phase is entered,}. For this calculation We define the Calculation Start Date as the later of the end of the Accumulation Phase and the start of the most recent Term.

We multiply the Maximum Lifetime Income Withdrawal by $(1.00 \text{ plus } E)^{(T)/(N)}$, where

(E) is the Earnings Inclusion Percentage multiplied by the greater of (R) and zero;

(R) is $[(R1) \text{ divided by } (R0)] \text{ minus } 1.00$;

(R1) is 1.00 plus the Interest Earnings Factor of Your Contract on the Term End Date;

(R0) is 1.00 plus the Interest Earnings Factor of Your Contract on the Calculation Start Date;

(N) is the Term; and

(T) is the time since the Calculation Start Date. The time (T) will be expressed in years and fractional years and rounded to two decimal places.

- **Inflation-Indexed Income**

If You have selected Inflation-Indexed Income then We will calculate a new Maximum Lifetime Income Withdrawal on each Contract Anniversary occurring no later than {the earlier of the time the Extended Income Guarantee Phase is entered and} {20} years after the time We first pay You a Lifetime Income Withdrawal. We will do this by multiplying the previous Maximum Lifetime Income Withdrawal by $(1.00 \text{ plus the CPI Increase multiplied by the Inflation Inclusion Percentage})^T$, where T is lesser of one year and the time since the end of the Accumulation Phase. The time T will be expressed in years and fractional years and rounded to two decimal places.

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The CPI Increase for a given date will be computed as the most recently published CPI-U (Consumer Price Index – All Urban Consumers – Not Seasonally Adjusted) value published by the Bureau of Labor Statistics as of {two} months prior to that date, divided by the value published twelve months earlier than that value, minus 1. If the computed CPI Increase is less than zero We will replace it with zero. If the computed CPI Increase is greater than {10%} We will replace it with {10%}. If the CPI-U is no longer available, or if its computation is materially changed, We will substitute a replacement index (subject, if necessary, to the approval of the life insurance department of the state in which the Contract was issued) and notify You.

- **Maximum Lifetime Income Withdrawal Calculation**

On each Contract Anniversary, {after We perform the Maximum Lifetime Income Withdrawal Growth Calculation,} We determine if the Maximum Lifetime Income Withdrawal can be increased. The Maximum Lifetime Income Withdrawal can increase if Your Contract's Accumulation Value, multiplied by the applicable Maximum Annual Withdrawal Percentage, produces an amount that is greater than the Maximum Lifetime Income Withdrawal. If so, the Maximum Lifetime Income Withdrawal will be increased to that amount.

- **Modification to Your Contract**

During the Income Phase, the Impact on Free Withdrawals section of Your Contract, if applicable, shall be modified such that Lifetime Income Withdrawals will not receive any additional interest earnings. As such, the amount deducted from the Accumulation Value with respect to any such Withdrawals, up to the Maximum Lifetime Income Withdrawal, will be calculated using a Balanced Allocation Factor of zero.

If there are Excess Withdrawals in a Contract Year, this modification shall not apply to the sum of any Excess Withdrawals which do not cause the total of all Withdrawals taken during that Contract Year to exceed the Free Withdrawal amount provided by Your Contract.

• Enhanced Income Benefit

During the Income Phase, the Maximum Lifetime Income Withdrawal will be increased in any Contract Year that the Enhanced Income Trigger Condition is satisfied for any of the lives on which Lifetime Income Withdrawals are based and all of the following conditions are met:

- (A) The Enhanced Income Initial Condition was satisfied on the Rider Effective Date; and
- (B) The Enhanced Income Trigger Condition is satisfied for any of the lives on which Lifetime Income Withdrawals are based on the date a Lifetime Income Withdrawal is to be received; and
- (C) For the life specified in (B), the Enhanced Income Trigger Condition has been satisfied for a period of time at least equal to the Enhanced Income Trigger Period shown in the Rider Data Pages. Such period of time shall be calculated from the date on which each Lifetime Income Withdrawal is to be received; and
- (D) The Qualification Waiting Period shown in the Rider Data Pages has elapsed; and
- (E) We receive a Physician's written confirmation that the Enhanced Income Trigger Condition has been satisfied for the life specified in (B) for a period of time at least equal to the Enhanced Income Trigger Period shown in the Rider Data Pages and a Notice to receive Lifetime Income Withdrawals based on the higher Maximum Lifetime Income Withdrawal described in this provision of the Rider; and
- (F) The number of months that Lifetime Income Withdrawals have been paid under this provision does not exceed the Enhanced Income Benefit Limit Period. For this calculation, if Lifetime Income Withdrawals are being paid in other than monthly installments, the installment period will be converted to the equivalent number of months, e.g. an annual installment will count as twelve monthly installments.

During any Contract Year that the above conditions are satisfied, the Maximum Lifetime Income Withdrawal will be increased to an amount equal to the Maximum Lifetime Income Withdrawal that would have been in effect in the absence of this provision, multiplied by the Income Withdrawal Multiplier. The Income Withdrawal Multiplier is shown in the Rider Data Pages. We may require proof from time to time that the above conditions are still being met. The Maximum Lifetime Income Withdrawal will cease to be modified by the Income Withdrawal Multiplier if the above conditions are no longer being met.

During the Extended Income Guarantee Phase, increased Maximum Lifetime Income Withdrawals that have already commenced will {continue to be computed using the Income Withdrawal Multiplier shown in the Rider Data Pages {for non-qualified Contracts} so long as conditions (A) through (F) above are satisfied} {and will}{be computed using a value of one for the Income Withdrawal Multiplier {for Qualified Contracts.}}

• **Extended Income Guarantee Phase**

If Your Contract's Accumulation Value is reduced to zero while this Rider is in the Income Phase and not as the result of an Excess Withdrawal, the Income Phase will end and the Extended Income Guarantee Phase will begin.

During the Extended Income Guarantee Phase:

- (1) This Rider and all its provisions will continue.
- (2) The Maximum Lifetime Income Withdrawal {for Qualified Contracts} during the Extended Income Guarantee Phase will not be increased in accordance with the Enhanced Income Benefit section of this Rider.
- (3) You may not change Your Contract's Strategy Option from the Strategy Option in effect when the Extended Income Guarantee Phase began.

If Single Life Withdrawals are being taken during the Extended Income Guarantee Phase, the Owner will receive payments, at the payment frequency elected, equal to the Maximum Lifetime Income Withdrawal. The Rider will terminate upon the date of death of the person on whose life Withdrawals are based.

If Joint Life Withdrawals are being taken during the Extended Income Guarantee Phase and only one of the persons on whose life Withdrawals are based dies, the surviving person will continue to receive payments, at the payment frequency elected, equal to the Maximum Lifetime Income Withdrawal. The Rider will terminate upon the date of death of the last surviving person on whose life Withdrawals are based.

• **Death of Owner or Annuitant**

This Rider and all its provisions will terminate upon the date of death of the Owner (or the Annuitant if the Owner is not a natural person) except as provided in the sections of this Rider entitled Extended Income Guarantee Phase and Spousal Continuation of this Rider.

• **Income Rider Death Benefit**

The Death Benefit as determined under the Death Benefit provision of Your Contract is called the Basic Death Benefit. If You selected the Income Rider Death Benefit Option at the time of application, then this selection is shown in the Rider Data Pages. If the Income Rider Death Benefit Option has been selected and death occurs after the Death Benefit Waiting Period has elapsed, Your Beneficiary may choose to receive the Income Rider Death Benefit in annual installments instead of the Basic Death Benefit.

The Notification Date is the date that We receive at Our Administrative Office due proof of death of the Owner. The number and timing of installments for the Income Rider Death Benefit is given in the Rider Data Pages as Number of Annual Death Benefit Payments and Timing of First Death Benefit Payment respectively.

The Income Rider Death Benefit {for Contracts other than {Qualified} Contracts in the Extended Income Guarantee Phase} equals the lesser of a) the Income Base multiplied by the Income Base Inclusion Percentage and b) the Income Rider Death Benefit Cap.

{The Income Rider Death Benefit during the Extended Income Guarantee Phase is zero.}

{At the time a Qualified Contract enters the Extended Income Guarantee Phase, We compute the Present Value Of Remaining Payments as the Income Base Inclusion Percentage multiplied the lesser of (a) the Income Base, and (b) the present value of a life annuity with payment equal to the Maximum Lifetime Income Withdrawal using the mortality and interest assumptions described in the Settlement Options provisions of Your Contract. The Income Rider Death Benefit at any time thereafter is then computed as the greater of:

(A) zero; and

(B) the Present Value Of Remaining Payments less the sum of the Lifetime Income Withdrawals made since entry into the Extended Income Guarantee Phase.}

• **Income Rider Death Benefit Cap**

The Income Rider Death Benefit Cap is applicable only if You have selected the Income Rider Death Benefit Option.

On the Rider Effective Date, the Income Rider Death Benefit Cap equals the Initial Death Benefit Cap. After the Rider Effective Date, the Income Rider Death Benefit Cap equals the Initial Death Benefit Cap less the sum of:

- (A) the Death Benefit Cap Withdrawal Inclusion Percentage multiplied by the amount of each Withdrawal occurring during the Accumulation Phase to date;
- (B) the Death Benefit Cap Lifetime Withdrawal Inclusion Percentage multiplied by each Included Lifetime Income Withdrawal to date during the Income Phase;
- (C) the Death Benefit Cap Withdrawal Inclusion Percentage multiplied by the amount of each Withdrawal that exceeds an Included Lifetime Income Withdrawal occurring during the Income Phase to date; and
- (D) the Death Benefit Cap Lifetime Withdrawal Inclusion Percentage multiplied by each Lifetime Income Withdrawal to date during the Extended Income Guarantee Phase

where items(A), (B), (C) and (D) are all accumulated, from the date each Withdrawal, Included Lifetime Income Withdrawal, or Lifetime Income Withdrawal was taken, at the Death Benefit Cap Interest Rate shown in the Rider Data Pages.

• **Spousal Continuation**

If the surviving spouse of the deceased Owner (or the deceased Annuitant if the Owner is not a natural person) is the Beneficiary and elects to continue Your Contract, as provided for in the Distribution on Death of Owner section of Your Contract, this Rider and all its provisions will also continue provided both of the following conditions are met:

- (1) The surviving spouse's age as of his or her last birthday on the Rider Effective Date is at least equal to the minimum issue age requirement for this Rider; and
- (2) The surviving spouse becomes the sole Annuitant and sole Owner of Your Contract.

If this Rider is in the Accumulation Phase at the time of the spousal continuation, this Rider will continue in the Accumulation Phase. If the Rider then later enters the Income Phase, the Lifetime Income Withdrawals will be based on the life of the surviving spouse.

If this Rider had entered the Income Phase at or prior to the time of spousal continuation, the surviving spouse will continue to be able to receive Lifetime Income Withdrawals if Withdrawals were based, in part, on the life of the surviving spouse. If Withdrawals were based solely on the life of the deceased spouse then this Rider will terminate.

If this Rider is in the Extended Income Guarantee Phase at the time of the Owner's death (or the Annuitant's death if the Owner is not a natural person), spousal continuation will not be allowed and this Rider will terminate unless the Withdrawals were based on the life of the surviving spouse, or on the lives of the surviving spouse and the deceased individual. In that case, the surviving spouse will continue to receive Withdrawals under this Rider as provided for in the Extended Income Guarantee Phase section of this Rider.

This Spousal Continuation of this Rider section can only apply once. This section cannot apply a second time if the surviving spouse continues Your Contract and this Rider, remarries and then dies.

- **Required Minimum Distributions**

During the Income Phase, Withdrawals taken under the Required Minimum Distribution Withdrawals section of Your Contract will not be considered Excess Withdrawals. If the sum of the Required Minimum Distribution Withdrawals for a Contract Year exceeds Your Maximum Lifetime Income Withdrawal for that Contract Year, then We will increase Your Maximum Lifetime Income Withdrawal for that Contract Year to equal the sum of the Required Minimum Distribution Withdrawals.

- **Annuity Payments**

If annuity payments are to begin under the terms of Your Contract and this Rider is in effect, You may elect one of the following annuity payment options:

- (A) The greater of Your Contract's Accumulation Value or Minimum Guaranteed Contract Value applied under any of the options described in the Settlement Options section of Your Contract, thus terminating this Rider; or
- (B) The Maximum Lifetime Income Withdrawal in the form of annuity payments at the frequency elected until the date of death of the Annuitant or, in the case of Joint Annuitants, until the death of the last surviving Annuitant, thus terminating this Rider.

If this Rider is in the Accumulation Phase at the time annuity payments are to begin, the Maximum Lifetime Income Withdrawal for purposes of (B) above will be calculated as if this Rider entered the Income Phase on the date annuity payments are to begin.

- **Annuity Date**

In the Annuity Date provision of Your Contract, the Annuity Date shall be amended to equal the latest of: (a) the Annuity Date set by Us under Your Contract; (b) the Annuity Date as modified by any other riders attached to Your Contract; or (c) the first Term End Date on or following the Annuitant's 95th birthday. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Termination**

This Rider and all its provisions will terminate on the earliest of the following dates:

- (A) The date on which all benefits are paid as required by Your Contract, unless this Rider is transferred to a new annuity Contract issued by Us as provided below; or
- (B) The date on which annuity payments begin under a Settlement Option as described in the Annuity Payments section of this Rider; or
- (C) The date on which Your Contract's Accumulation Value and Income Base are equal to zero, and there are no outstanding Lifetime Income Withdrawals payable; or
- (D) The date on which We receive Notice from You to terminate the Rider, provided such date is within the first {twelve (12)} Contract month(s) following the Rider Effective Date {or a Term End Date on or after the {fifth} anniversary of the Rider Effective Date}; or
- (E) When the Owner is a natural person, the date on which the Owner and the Annuitant are not the same person {.}; or
- {(F) A change in any Owner or assignment of any benefits under the Contract or this Rider in exchange for anything of value; or}
- {(F) The date of any assignment of the Contract or any benefits under the Contract or this Rider, unless:
 1. the new Owner is required under applicable law to hold the Contract and the proceeds of any benefits under the Contract and this Rider for the benefit of the original Owner, or if the Owner is not a natural person, the Annuitant; or
 2. the assignee is required under applicable law to hold the Contract or any of the proceeds of any benefits under the Contract or this Rider for the benefit of the original Owner, or if the Owner is not a natural person, the Annuitant; or
 3. the assignment is temporary and solely for the purpose of effectuating a replacement of the Contract that constitutes an exchange under Section 1035 of the Internal Revenue Code.}

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

- **Non-Participating**

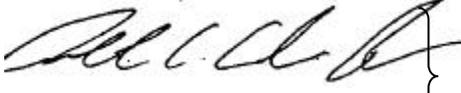
This Rider is Non-Participating and does not share in the profits or surplus of the Company.

- **Incontestability**

We will not contest the validity of this Rider.

- **Cash Value, Surrender Value or Loan Value**

This Rider has no Cash Value, Surrender Value or Loan Value upon termination.


 {
 Richard C. Cohan
 Secretary
 }

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SERFF Tracking Number: AMER-127695875 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number: 50358
Company Tracking Number: BAAIR2 (10/11)
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: BAAIR2 (10/11)
Project Name/Number: /BAAIR2 (10/11)

Supporting Document Schedules

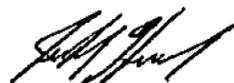
	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Flesch Score Certification.pdf		
Bypassed - Item: Application Bypass Reason: N/A Comments:		
Satisfied - Item: Life & Annuity - Acturial Memo Comments: Attachment: BAAIR 2011 Actuarial Memorandum.pdf		
Satisfied - Item: Statement of Variability Comments: Attachment: BAAIR2 10-11 SOV.pdf		

Aviva Life and Annuity Company

READABILITY CERTIFICATION

I hereby certify to the accuracy of the Flesch reading ease test score for the following contract forms. The forms are at least 10 (ten) point type, 2 (two) point leaded.

<u>TITLE</u>	<u>FORM NUMBER</u>	<u>FLESCH SCORE</u>
Balanced Allocation Lifetime Income Rider	BAAIR2 (10/11)	51.5



Jeff Heagel
Product Compliance Specialist
Aviva Life and Annuity Company
November 1, 2011

Aviva Life and Annuity Company
Statement of Variability
RIDER FORM BAAIR2 (10/11)

PART 1—OPTIONAL WORDING

Sections of the rider are bracketed to indicate that each option may not be offered initially, but may be added for new contracts in the future. The options provided by the rider will be dependent on decisions made by the Company and the Owner. All such decisions will be made when a policy is issued and will not change after that time.

The Company may change the options available for newly issued contracts prior to when they are issued. The Company will base its decisions on the economic, competitive, and regulatory environment, including income tax regulations related to annuities and qualified plans.

The following options will determine which bracketed language is included in the rider and on the Rider Data Page. The options are identified with a letter and number as follows for reference throughout this Statement of Variability:

A. Enhanced Income Trigger Condition

- A1. Company only offers Enhanced Income Trigger Condition based on confinement to a Qualified Care Facility
- A2. Company only offers Enhanced Income Trigger Condition based on inability to perform {X} out of 6 ADLs, where {X} will vary from 1 to 6 and will be fixed upon contract issue.
- A3. Company offers the Owner a choice at issue of a) Enhanced Income Trigger Condition based on confinement to a Qualified Care Facility or b) Enhanced Income Trigger Condition based on inability to perform {X} out of 6 ADLs where {X} will vary from 1 to 6 and will be fixed upon contract issue.
- A4. Company offers Enhanced Income Trigger Condition based on occurrence of either of a) confinement to a Qualified Care Facility or b) inability to perform {X} out of 6 ADLs where {X} will vary from 1 to 6 and will be fixed upon contract issue.

B. Income Rider Death Benefit Option

- B1. The Company offers the Income Rider Death Benefit Option and Owner elects at issue
- B2. The Company offers the Income Rider Death Benefit Option and the Owner does not elect it at issue
- B3. The Company does not offer the Income Rider Death Benefit Option.

C. Increasing Income Option

- C1. The Company offers the Increasing Income Option and it will apply during both the Income Period and the Extended Income Guarantee Period.
- C2. The Company offers the Increasing Income Option and it will apply during the Income Period only.
- C3. The Company does not offer the Increasing Income Option.

D. Earnings-Indexed Income Option

- D1. The Company offers the Earnings-Indexed Income Option and it will apply during both the Income Period and the Extended Income Guarantee Period.
- D2. The Company offers the Earnings-Indexed Income Option and it will apply during the Income Period only.
- D3. The Company does not offer the Earnings-Indexed Income Option.

E. Inflation-Indexed Income Option

- E1. The Company offers the Inflation-Indexed Income Option and it will apply during both the Income Period and the Extended Income Guarantee Period.
- E2. The Company offers the Inflation-Indexed Income Option and it will apply during the Income Period only.
- E3. The Company does not offer the Inflation-Indexed Income Option.

F. Calculation of Enhanced Income Benefit during the Extended Guaranteed Income Phase

- F1. The Company will use the Income Withdrawal Multiplier shown in the Rider Data Pages for all contracts.
- F2. The Company will use the Income Withdrawal Multiplier shown in the Rider Data Pages for non-qualified contracts, and a value of one for qualified contracts.
- F3. The Company will use a value of one for all contracts.

G. Income Rider Death Benefit during Extended Income Guarantee Phase

- G1. The Company offers the Income Rider Death Benefit and it will continue in the Extended Income Guarantee Phase for all contracts using the same calculation for non-qualified Contracts and qualified Contracts.
- G2. The Company offers the Income Rider Death Benefit and it will continue in the Extended Income Guarantee Phase for all contracts using separate calculations for non-qualified Contracts and qualified Contracts.
- G3. The Company offers the Income Rider Death Benefit and it will continue in the Extended Income Guarantee Phase for non-qualified contracts only.
- G4. The Company offers the Income Rider Death Benefit and it will not continue in the Extended Income Guarantee Phase for any contracts.

PART 2—DESCRIPTION OF VARIABLE WORDING

• Rider Data Page

The following values on the Rider Data Page are bracketed to indicate that they vary based on the date of issue:

- Contract Number
- Rider Effective Date

The following values, columns, rows and language on the Rider Data Page are bracketed. The Company may change the values for newly issued contracts prior to when they are issued, dependent on the economic, competitive, and regulatory environment, including income tax regulations related to annuities and qualified plans.

- Initial Rider Charge will vary from 0% and 5%.
- Rider Charge Adjustment will vary from 0% and 5%.
- Income Waiting Period will vary from 0 months and 60 months.
- Minimum Attained Age for Lifetime Income Withdrawals will vary from age 40 and age 60.
- Initial Income Base will vary between 25% of the annuity premium and 200% of the annuity premium.
- The Income Base Crediting Option shown will be the option selected by the Owner on the Application.
- The Accumulation Years will have four ranges:
 - For the first range, the first year will be 1 and the last year will be less than the Maximum Accumulation Years.

- For the second, third and fourth ranges, the first year shown will be 1 more than the ending year of the previous range. The last year shown will be less than the Maximum Accumulation Years.
 - The Income Base Guaranteed Interest Rate will be between 0% and 12% for all four Accumulation Years ranges.
 - The Balanced Allocation Income Percentage will vary between 0% and 500%.
 - The Accumulation Years will vary between 1 and 30.
 - The Maximum Accumulation Years will vary between 1 and 30.
 - The Lifetime Income Withdrawal Inclusion Percentage will vary between 0% and 100%.
 - The Guaranteed Income Growth Factors table will be included only if at least one of options C1, C2, D1, D2, E1, or E2 is offered.
 - The row labeled “Increasing” and the column labeled “Minimum Specified Annual Percentage” will be included only if options C1 or C2 are offered. The value will vary from 0% to 12%.
 - The row labeled “Earnings-Indexed” and the column labeled “Minimum Earnings Inclusion Percentage” will be included only if options D1 or D2 are offered. The value will vary between 0% and 200%.
 - The row labeled “Inflation-Indexed” and the column labeled “Minimum Inflation Inclusion Percentage” will be included only if options E1 or E2 are offered. The value will vary between 0% and 200%.
 - One of the footnotes that follow the Guaranteed Income Growth Factors table could be included only if the Guaranteed Income Growth Factors table appears.
- **Table of Guaranteed Maximum Annual Withdrawal Percentages**
 - The breakpoints for the Issue Age column will vary depending on economic, competitive, and regulatory conditions. At launch, we anticipate 5-year age brackets.
 - The breakpoints for Attained Age column will vary depending on economic, competitive, and regulatory conditions. At launch, we anticipate 5-year age brackets. The ages in each range will always be greater than or equal to the Issue Age breakpoints in the same row. The last breakpoint for a given set of issue ages will cover all remaining attained ages.
 - The Guaranteed Maximum Annual Lifetime Income Withdrawal Percentages for all ages and all payment options will vary between 0.5% and 20%.
 - If the Attained Ages are less than the Minimum Attained Age for Lifetime Income Withdrawals, the value will be shown as N/A.
 - The Increasing Income column will appear only if options C1 or C2 are offered.
 - The Earnings-Indexed Income column will appear only if options D1 or D2 are offered.
 - The Inflation-Indexed Column will appear only if options E1 or E2 are offered.
- **Income Rider Enhanced Income Benefit Data**
 - The Enhanced Income Trigger Period will vary from {0-1460} of the last {0-1460} days.
 - The Enhanced Income Benefit Limit Period will vary from 12 months to Lifetime.
 - The Qualification Waiting Period will vary from 0 years to 5 years.
 - The Income Withdrawal Multiplier will vary from 0 to 10.
 - The language for the Enhanced Income Initial Condition and the Enhanced Income Trigger Condition will vary based on the options offered by the Company and selected by the Owner at issue, as described in options A1-A4.
- **Income Rider Death Benefit Data**
 - This table will appear for options B1 and B2, but will not appear for option B3.
 - The Income Rider Death Benefit Option will be “Yes” for option B1 and “No” for option B2.
 - The Death Benefit Waiting Period will vary between 0 months and 120 months.
 - The Initial Death Benefit Cap will vary between 10% and 500% of premium.
 - The Death Benefit Cap Withdrawal Inclusion Percentage will vary between 0% and 100%.
 - The Death Benefit Cap Lifetime Withdrawal Inclusion Percentage will vary between 0% and 100%.
 - The Death Benefit Cap Interest Rate will vary between 0% and 12%.
 - The Income Base Inclusion Percentage will vary between 0% and 200%.

- The Number of Annual Death Benefit Payments will vary between 1 and 25.
- The Timing of First Death Benefit Payment will vary from 0 days and 180 days.

- **Index of General Rider Provisions**

- The section names and page numbers referenced in the Index will be changed to be consistent with the wording and page numbers that appear in the body of the rider form.

- **The Income Rider**

- The bracketed language in the body of the Income Rider may vary based on the options offered by the Company and selected by the owner. The Company may change the bracketed language for newly issued contracts prior to when they are issued, dependent on the economic, competitive, and regulatory environment, including income tax regulations related to annuities and qualified plans.
- The bracketed language in the Income Options section of the Rider will vary as applicable based on the Income Options offered by the company. See options C1-C3, D1-D3, and E1-E3.
- The bracketed language in the Maximum Lifetime Income Withdrawal During the Income Phase section of the Rider will vary as applicable based on the Income Options offered by the company. See options C1-C3, D1-D3, and E1-E3.
- The Maximum Lifetime Income Withdrawal Growth Calculation section will appear if any of options C1, C2, D1, D2, E1, or E2 is offered. Bracketed language will be included as applicable. This section will not appear if only options C3, D3, and E3 are offered.
- In the Inflation-Indexed Income section, the Company may only complete the calculation of a new Maximum Lifetime Income Withdrawal until the contract reaches the Extended Income Guarantee Phase.
- In the Inflation-Indexed Income section, the number of years that the Maximum Lifetime Income Withdrawal will be adjusted for inflation will be between 5 years and lifetime.
- In the Inflation-Indexed Income section, the CPI for a given date will be based on the value published X months prior, where X is between 1 month and 5 months. The maximum CPI will vary between 3% and 20%.
- In the Maximum Lifetime Income Withdrawal Calculation section, the bracketed wording will appear if option C1, C2, D1, D2, E1, or E2 is offered.
- In the Enhanced Income Benefit section, the bracketed language describing the Enhanced Income Benefits during the Extended Guarantee Phase will appear depending on options F1, F2, and F3, as applicable and allowed by IRS law for Qualified contracts.
- In the Extended Income Guarantee Phase section, the bracketed phrase {for Qualified Contracts} will appear for option F2.
- The Income Rider Death Benefit and Income Rider Death Benefit Cap sections will appear only for option B1.
- The bracketed language within the Income Rider Death Benefit section will appear as applicable depending on options G1, G2, G3 and G4.
- Within the Termination section, item D, the Company allows termination during the first the first X months, where X will vary between 0 and 120 months. The bracketed phrase would appear if the termination date is limited to Term End Dates, varying from 0 years to 60 years.
- The signature of the current Company Secretary will appear in the signature block.