

SERFF Tracking Number: AMER-127004774 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 47807  
Company Tracking Number: LTS (04/11)  
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed  
Product Name: LTS (04/11)  
Project Name/Number: /LTS (04/11)

## Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: LTS (04/11)

TOI: A07I Individual Annuities - Special

Sub-TOI: A07I.001 Equity Indexed

Filing Type: Form

SERFF Tr Num: AMER-127004774 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 47807

Co Tr Num: LTS (04/11)

State Status: Approved-Closed

Authors: Jaime Gertsen, Sara  
Grovo, Jeff Heagel

Reviewer(s): Linda Bird

Disposition Date: 02/01/2011

Date Submitted: 01/27/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Project Number: LTS (04/11)

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: 12/29/2010

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 02/01/2011

State Status Changed: 02/01/2011

Created By: Jeff Heagel

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Jaime Gertsen

Filing Description:

RE:

Contract:

Individual Modified Single Premium Indexed Deferred Annuity, LTS (04/11)

Riders/Endorsements:

Fixed Strategy Endorsement, LTSFIX (04/11)

1-Year Point-to-Point Index Strategy Endorsement, LTS1YPTP (04/11)

1-Year Monthly Cap Index Strategy Endorsement, LTS1YMC (04/11)

2-Year Monthly Cap Index Strategy Endorsement, LTS2YMC (04/11)

Income Rider: LTSIR2 (04/11)

SERFF Tracking Number: AMER-127004774 State: Arkansas  
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TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: LTS (04/11)  
Project Name/Number: /LTS (04/11)

Market Value Adjustment Endorsement: LTSMVA (04/11)

The above-referenced form numbers are being submitted for the Department's review and approval. Application form 80500 6/08 FW, approved on 06/25/2008, will be used with the submitted forms.

The submitted forms are new and do not replace any previously submitted or approved form. The contract and riders are fixed and do not provide variable benefits. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

Form LTS (04/11) is a Modified Single Premium Indexed Deferred Annuity Contract. The Contract allows the Contract Owner the flexibility to allocate Premiums and to transfer Strategy values among Strategies made available under the Contracts. In addition to the Contract, we have developed the following strategies that could be used with the contract: The Fixed Strategy Endorsement, LTSMVA (04/11), the 1-Year Point-to-Point Index Strategy Rider, LTS1YPTP (04/11), the 1-Year Monthly Cap Strategy Rider, LTS1YMC (04/11), and the 2-Year Monthly Cap Strategy Rider, LTS2YMC (04/11). These Endorsements are designed to be attached to the Contract as of the Contract Date. Should additional strategies subsequently be developed for use with the Contract, we will submit the additional strategies for approval prior to use.

Form LTSIR2 (04/11), Income Rider is an optional living benefit rider that provides a guaranteed level of income withdrawals for life, regardless of Accumulation Value. There is a cost associated with the election of this Rider. If the Rider is elected, the cost for the Rider is deducted from the annuity Contract to which the Rider is attached. The Rider can be elected only at the time of application and can be terminated only as described in the Rider.

Form LTSMVA (04/11), Market Value Adjustment Endorsement, is designed to add a market value adjustment feature to the contract form.

For additional information, please refer to the actuarial memorandum and summary of variable material.

Please note that on pages 1, 2, 3 and the front and back cover pages of all contract forms, we have bracketed certain information that we consider variable. Variable information is considered information that is unique to the specific Contract or Rider issued and information that can be changed for all new issues of the forms without re-filing.

This form is 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.

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

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contracts we believe we are in compliance with Regulation 49.

Your prompt review of these forms is greatly appreciated. If you have any questions please feel free to contact me at via SERFF, by telephone 515-342-6353, or by email jeff.heagel@avivausa.com.

## 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: \$350.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$350.00	01/27/2011	44130817

<i>SERFF Tracking Number:</i>	<i>AMER-127004774</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>47807</i>
<i>Company Tracking Number:</i>	<i>LTS (04/11)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>LTS (04/11)</i>		
<i>Project Name/Number:</i>	<i>/LTS (04/11)</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved- Closed	Linda Bird	02/01/2011	02/01/2011

### Objection Letters and Response Letters

<b>Objection Letters</b>				<b>Response Letters</b>		
<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>	<b>Responded By</b>	<b>Created On</b>	<b>Date Submitted</b>
Pending Industry Response	Linda Bird	01/31/2011	01/31/2011	Jaime Gertsen	01/31/2011	01/31/2011

### Amendments

<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Supporting Document	Certification	Jaime Gertsen	01/27/2011	01/27/2011

<i>SERFF Tracking Number:</i>	<i>AMER-127004774</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>LTS (04/11)</i>		
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<i>Product Name:</i>	<i>LTS (04/11)</i>		
<i>Project Name/Number:</i>	<i>/LTS (04/11)</i>		

## **Disposition**

Disposition Date: 02/01/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statement of Variability	Yes	Yes
Supporting Document	Certification	Yes	Yes
Form	Modified Single Premium Indexed	Yes	Yes
	Deferred Annuity Contract		
Form	1 Year Monthly Cap Index Strategy	Yes	Yes
	Endorsement		
Form	1 Year Point-to-Point Index Strategy	Yes	Yes
	Endorsement		
Form	2 Year Monthly Cap Index Strategy	Yes	Yes
	Endorsement		
Form	Fixed Strategy Endorsement	Yes	Yes
Form	Income Rider	Yes	Yes
Form	Market Value Adjustment Endorsement	Yes	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/31/2011  
Submitted Date 01/31/2011  
Respond By Date 03/02/2011

Dear Jeff Heagel,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

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

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

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Product Name: LTS (04/11)  
Project Name/Number: /LTS (04/11)

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 01/31/2011  
Submitted Date 01/31/2011

Dear Linda Bird,

### Comments:

Thank you for your review of this filing.

### Response 1

Comments: The certification was added to this filing via amendment on 1/27/11. Is this not the proper certification? If not, can you advise me on what language you are looking for specifically? Thank you.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

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

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Jaime Gertsen, Jeff Heagel, Sara Grovo

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**Amendment Letter**

Submitted Date: 01/27/2011

**Comments:**

The required certification was omitted from the filing. An amendment has been created in order to provide this certification. Thank you.

Jaime Gertsen

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Certification**

Comment:

Certification.pdf

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## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	LTS (04/11)	Policy/Cont	Modified Single ract/Fratern Premium Indexed al Deferred Annuity Certificate Contract	Initial		50.100	LTS Contract v2- Final.pdf
	LTS1YMC (04/11)	Policy/Cont	1 Year Monthly Cap ract/Fratern Index Strategy al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.100	LTS 1YMC Strategy - final.pdf
	LTS1YPTP (04/11)	Policy/Cont	1 Year Point-to-Point ract/Fratern Index Strategy al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.200	LTS 1YPTP Strategy - final.pdf
	LTS2YMC (04/11)	Policy/Cont	2 Year Monthly Cap ract/Fratern Index Strategy al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.300	LTS 2YMC Strategy - final.pdf

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LTSFIX (04/11)	Policy/Cont Fixed Strategy ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	52.000	LTS Fixed Strategy - final.pdf
LTSIR2 (04/11)	Policy/Cont Income Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.000	LTS Income Rider v2.pdf
LTSMVA (04/11)	Policy/Cont Market Value ract/Fratern Adjustment al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.900	LTS MVA Endorsement - Final.pdf

# Modified Single Premium Indexed Deferred Annuity Contract

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

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

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

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

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

	
Christopher J. Littlefield President and CEO	Michael H. Miller Secretary



**Administrative Office:**  
Mail Processing Center  
P.O. Box 10433  
Des Moines, IA 50306-0433  
(888) 266-8489

**Home Office:**  
7700 Mills Civic Pkwy  
West Des Moines, IA 50266-3842  
(888) 266-8489

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## I. CONTRACT DATA PAGE

<b>Contract Data</b>	
Contract Number	[Specimen]
Annuitant	[John Doe]
Annuitant's Age	[70]
Annuitant's Gender	[Male]
Contract Date	[01/10/2010]
Annuity Date	[01/10/2030]
Initial Premium	[\$25,000.00]
Premium Bonus Percentage	[7.00%]
Maximum Additional Premium	\$100,000.00
Minimum Additional Premium	\$1,000.00

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

**CONTRACT DATA PAGE • Continued**

<b>Premium Bonus Vesting Percentage Schedule</b>	
Contract Year	Percentage
1	[0.00%]
2	[0.00%]
3	[0.00%]
4	[0.00%]
5	[0.00%]
6	[0.00%]
7	[0.00%]
8	[25.00%]
9	[50.00%]
10	[75.00%]
11+	[100.00%]

<b>Free Withdrawal Percentage Schedule</b>	
Contract Year	Percentage
1	[5.00%]
2	[10.00%]
3	[10.00%]
4	[10.00%]
5	[10.00%]
6	[10.00%]
7	[10.00%]
8	[10.00%]
9	[10.00%]
10	[10.00%]
11+	[100.00%]

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

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

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

**TABLE OF GUARANTEED MINIMUM VALUES**

**Contract Number:** [Specimen]

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

End of Contract Year	Minimum Cash Surrender Value
1	[\$22,093.75]
2	[\$22,314.68]
3	[\$22,537.82]
4	[\$22,763.19]
5	[\$22,990.82]
6	[\$23,220.72]
7	[\$23,452.92]
8	[\$23,687.44]
9	[\$23,924.31]
10	[\$24,593.75]
11	[\$26,750.00]
12	[\$26,750.00]
13	[\$26,750.00]
14	[\$26,750.00]
15	[\$26,750.00]
16	[\$26,750.00]
17	[\$26,750.00]
18	[\$26,750.00]
19	[\$26,750.00]
20	[\$26,750.00]
Age 90	[\$26,750.00]

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

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

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## II. DEFINITIONS

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- **Annuitant**

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

- **Annuity Date**

The Annuity Date is the date on which annuity payments will begin. The Annuity Date is the date shown on the Contract Data Page and is the Term End Date on or first following the later of the Annuitant's age 90 or the 26th Contract Anniversary, unless modified by any rider or endorsement. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Beneficiary**

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

- **Business Day**

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

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

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

- **Contract Date**

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

- **Contract Year, Contract Anniversary**

Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 10, 2011, the first Contract Year ends on January 9, 2012, and the first Contract Anniversary is January 10, 2012.

- **Notice, Notify, Notifying**

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

- **Notification Date**

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

- **Owner**

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

- **Proceeds**

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

- **You, Your**

You and Your shall refer to the Owner.

### III. GENERAL PROVISIONS

- **Annuity Payments**

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

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

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

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

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

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

- **Assignment**

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

- **Beneficiary Change**

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

- **Contract**

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

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- **Conformity with Applicable Laws**

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

- **Incontestability**

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

- **Joint Annuitants**

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

- **Misstatement of Age or Gender**

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

- **Ownership**

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

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

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

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

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

- **Premium Taxes**

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

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

- **Statements**

We will furnish You annually, and at any time upon request, a Statement reflecting Contract activity and values.

## IV. PREMIUM AND ACCUMULATED VALUE

- **Premium**

The Premium is the amount of money You pay to Us for Your Contract.

- **Initial Premium**

The Initial Premium is the Premium We receive by the Contract Date and is shown on the Contract Data Page. The Initial Premium may be delivered to Our Administrative Office or to one of Our insurance producers. We may limit the amount of Initial Premium We will accept for Your Contract. The Initial Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by You.

- **Additional Premium**

An Additional Premium is any Premium We receive after the Contract Date and before the first Notification Date. No Additional Premium will be accepted on or after the first Notification Date. You are not required to pay any Additional Premium to maintain this Contract. Each Additional Premium must be at least equal to the Minimum Additional Premium shown on the Contract Data Page and delivered to Our Administrative Office.

Additional Premium will be credited to the Fixed Strategy on the date we receive the Additional Premium. On the first Contract Anniversary, any Additional Premium received before the Notification Date, and any Interest Credits earned on such Additional Premium, will be allocated to the Strategies based on the Allocation Percentages in effect on the Notification Date. Any amount allocated to a Strategy that is greater than the amount allowed or that is otherwise prohibited, will be automatically allocated to the Fixed Strategy.

- **Premium Bonus**

We will calculate a Premium Bonus on the Contract Date for the Initial Premium and on any other date during the first Contract Year that We receive an Additional Premium.

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

The Premium Bonus calculated upon receipt of any Additional Premium will be equal to the Additional Premium multiplied by the Premium Bonus Percentage. The Premium Bonus attributable to any Additional Premium will be credited to the Fixed Strategy on the date We receive the Additional Premium.

On the first Contract Anniversary, the Premium Bonus attributable to any Additional Premium received before the Notification Date, and any Interest Credits earned on such Premium Bonus, will be allocated to the Strategies.

The Premium Bonus and Interest Credits will be allocated based on the Allocation Percentages in effect on the Notification Date.

- **Premium Bonus Percentage**

The Premium Bonus Percentage is used in the calculation of the Premium Bonus for the Initial Premium and for any Additional Premium. The Premium Bonus Percentage is shown on Page 3 of the Contract Data Page.

- **Accumulated Value**

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

- **Premium Accumulated Value**

The Premium Accumulated Value of Your Contract at any time shall be equal to the portion of the Accumulated Value that is attributable to the Initial Premium and any Additional Premium. The portion of the Accumulated Value attributable to Initial Premium and Additional Premium will be equal to  $[(A + B) - C]$  where:

A is the Initial Premium plus any Additional Premium.

B is the amount of Interest Credits that are credited to the Initial Premium and any Additional Premium.

C is Withdrawals of any type, including any applicable charges and adjustments, deducted pro rata from the Premium Accumulated Value and the Premium Bonus Accumulated Value.

The Premium Accumulated Value is separate from and does not include the Premium Bonus Accumulated Value.

- **Premium Bonus Accumulated Value**

The Premium Bonus Accumulated Value of Your Contract at any time shall be equal to the portion of the Accumulated Value that is attributable to the Premium Bonus. The portion of the Accumulated Value attributable to the Premium Bonus will be equal to  $[(A + B) - C]$  where:

A is the Premium Bonus.

B is the amount of Interest Credits that are credited to the Premium Bonus.

C is Withdrawals of any type, including any applicable charges and adjustments, deducted pro rata from the Premium Accumulated Value and the Premium Bonus Accumulated Value.

The Premium Bonus Accumulated Value is separate from, and does not include the Premium Accumulated Value.

The Accumulated Value of Your Contract at any time shall always be equal to the sum of the Premium Accumulated Value and the Premium Bonus Accumulated Value.

- **Strategy Value**

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

- **Strategies**

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

- **Interest Credits**

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

- **Allocation Percentages**

The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100%. The sum of the Allocation Percentages must at all times equal 100%. The Allocation Percentages in effect on the Contract Date or on any later date will remain in effect until You Notify Us to change the Allocation Percentages. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page. You may Notify Us at any time to change the Allocation Percentages. However, the Allocation Percentages that will be used on each Contract Anniversary will be the Allocation Percentages in effect on the Notification Date.

- **Transferred Premium**

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

## V. CASH SURRENDER VALUE AND WITHDRAWALS

- **Cash Surrender Value**

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

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

**A** is the Accumulated Value, adjusted for any applicable Withdrawal Charge, any applicable Premium Bonus Vesting Adjustment and any applicable Market Value Adjustment.

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

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

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

- **Withdrawal Charge**

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

**A** is the Premium Accumulated Value associated with the amount of the Withdrawal, not to be greater than the Accumulated Value.

**B** is the Free Withdrawal amount associated with **A** above that is available and remaining in the Contract Year.

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

- **Premium Bonus Vesting Adjustment**

A Premium Bonus Vesting Adjustment will only apply to amounts withdrawn in excess of Your Contract's Free Withdrawal amount. The Premium Bonus Vesting Adjustment applied in any Contract Year to a Withdrawal that is greater than the Free Withdrawal amount will be equal to  $[(A - B) \times (100\% - C)]$  where:

**A** is the Premium Bonus Accumulated Value associated with the amount of the Withdrawal, not to be greater than the Accumulated Value.

**B** is the Free Withdrawal amount associated with **A** above that is available and remaining in the Contract Year.

**C** is the applicable Premium Bonus Vesting Percentage shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

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

- **Withdrawals; Free Withdrawals**

At or before the Annuity Date and before the death of the Annuitant, You may request a Withdrawal from Your Contract. The Withdrawal amount shall not be greater than the Cash Surrender Value. All Withdrawals from Your Contract will be taken pro rata from the Premium Accumulated Value and the Premium Bonus Accumulated Value.

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

There will be no Withdrawal Charges, Premium Bonus Vesting Adjustments or Market Value Adjustments applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount available to You each Contract Year will be equal to the Free Withdrawal Percentage multiplied by the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year. The Free Withdrawal Percentages are shown on the Contract Data Page.

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

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

We reserve the right to pay withdrawal amounts directly to You.

- **Required Minimum Distribution Withdrawals**

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

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

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

- **Qualified Contract**

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

- **Minimum Distribution Withdrawal Factors**

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

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

- **Terminal Illness Waiver of Withdrawal Charges**

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

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

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

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

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

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

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

- **Confinement Waiver of Withdrawal Charges**

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

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

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

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

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

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

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

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

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

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

## VI. DEATH PAYOUT PROVISIONS

### • Death Benefit

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

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

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

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

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

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

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

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

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

- **Designated Beneficiary**

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

- **Death of Non-Owner Annuitant**

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

- **Distribution on Death of Owner**

- **Where Owner is not the Annuitant**

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

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

- **Where Owner is the Annuitant**

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

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

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

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

## VII. SETTLEMENT OPTIONS

- **Election of Option**

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

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

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

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

- **Settlement Options**

In addition to the Settlement Options provided by Your Contract below, We may provide other options at our discretion:

**Option 1 - Life Annuity**

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

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

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

**Option 3 - Installment Refund Life Annuity**

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

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

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

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

**Option 5 - Fixed Period Annuity**

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

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

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

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

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

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

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

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- **Modified Single Premium Indexed Deferred Annuity Contract**

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

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**Administrative Office:**

**Home Office:**

Mail Processing Center:  
P.O. Box 10433  
Des Moines, IA 50306-0433  
(888) 266-8489

7700 Mills Civic Pkwy  
West Des Moines, IA 50266-3842  
(888) 266-8489



**1-YEAR MONTHLY CAP INDEX STRATEGY ENDORSEMENT****ENDORSEMENT DATA PAGE****ENDORSEMENT DATA ELEMENTS**

<b>Initial Standard &amp; Poor's Index Price</b>	<b>[1,170.34]</b>
<b>Initial Monthly Cap Rate</b>	<b>[2.50%]</b>
<b>Minimum Monthly Cap Rate</b>	<b>[1.00%]</b>
<b>Death Benefit Interest Rate</b>	<b>[3.00%]</b>
<b>Minimum Guaranteed Contract Value Interest Rate</b>	<b>[1.00%]</b>

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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**GENERAL ENDORSEMENT PROVISIONS****• The Endorsement**

This Endorsement shall establish a 1-Year Monthly Cap Index Strategy for Your Contract. The 1-Year Monthly Cap Index Strategy shall be based on the Standard & Poor's 500 Index (S&P 500 Index), which excludes dividends. If the S&P 500 Index is discontinued, if we are unable to utilize it or if the calculation of the Index is changed substantially, we will substitute a suitable equity index for that Index and notify you of the change. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which Your Contract is issued.

Terms used in this Endorsement shall be defined by either the Endorsement or Your Contract. If both the Endorsement and Your Contract define the same term, the definition contained in the Endorsement shall take precedence.

The effective date of this Endorsement for new Contract issues shall be the Contract Date and for existing Contracts shall be the date We issue this Endorsement for attachment to Your Contract. We may elect to terminate this Endorsement at any time by sending to You, at Your last known address, a written notice stating the effective date on which the Endorsement shall terminate. Such notice shall be sent to You at least 60 days in advance of the effective date of the Endorsement's termination. On and after the effective date of the Endorsement's termination, You will not be allowed to allocate any Transferred Premiums to the 1-Year Monthly Cap Index Strategy. All funds in the 1-Year Monthly Cap Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on the next Index Term End Date. In lieu of having the funds in the 1-Year Monthly Cap Index Strategy automatically transferred to the Fixed Strategy, You may elect to have the funds transferred to one or more of Your Contract's other Strategies as provided for in the Transferred Premium section of this Endorsement.

Interest Credits for the 1-Year Monthly Cap Index Strategy shall be calculated in the manner provided by this Endorsement.

**• Index Term Period**

The Index Term Period for the 1-Year Monthly Cap Index Strategy shall be equal to one year. The initial Index Term Period shall be determined from the date on which the 1-Year Monthly Cap Index Strategy was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new one year Index Term Period will begin.

**• Index Term End Date**

The Index Term End Date shall be the date on which Interest Credits are calculated for the 1-Year Monthly Cap Index Strategy. An Index Term End Date shall be the last day of an Index Term Period. The Index Term End Date shall be the same numbered day as the Contract Date. Hypothetical example: If the Contract Date is January 10, 2011, the Index Term End Date for the 1-Year Monthly Cap Index Strategy established on that date occurs on January 10, 2012.

**GENERAL ENDORSEMENT PROVISIONS****• Strategy Value**

The Strategy Value of the 1-Year Monthly Cap Index Strategy at any time will be equal to:

1. Any Premium allocated to the 1-Year Monthly Cap Index Strategy; plus
2. Any Premium Bonus(es) credited to the 1-Year Monthly Cap Index Strategy; plus
3. Any amount(s) transferred from Your Contract's other Strategies to the 1-Year Monthly Cap Index Strategy; plus
4. The amount of Interest Credits that are credited to the 1-Year Monthly Cap Index Strategy; minus
5. Any amount(s) transferred from the 1-Year Monthly Cap Index Strategy to Your Contract's other Strategies; minus
6. Withdrawals of any type deducted from the 1-Year Monthly Cap Index Strategy.

The 1-Year Monthly Cap Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

**• Minimum Guaranteed Strategy Value**

The Minimum Guaranteed Strategy Value at any time will be equal to:

1. 87.5% of the Initial Premium credited to the 1-Year Monthly Cap Index Strategy on the Contract Date accumulated at the Minimum Guaranteed Contract Value Interest Rate; plus
2. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from Your Contract's other Strategies to the 1-Year Monthly Cap Index Strategy accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
3. The Minimum Guaranteed Strategy Value associated with any Withdrawals from Your Contract that are deducted from the 1-Year Monthly Cap Index Strategy accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
4. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Monthly Cap Index Strategy to any of Your Contract's other Strategies accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
5. Any excess amount deducted from the Minimum Guaranteed Strategy Value of the 1-Year Monthly Cap Index Strategy as described below in this section of the Endorsement when a Net Withdrawal from Your Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken.

The Minimum Guaranteed Contract Value Interest Rate for the 1-Year Monthly Cap Index Strategy is shown on the Endorsement Data Page.

## GENERAL ENDORSEMENT PROVISIONS

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Monthly Cap Index Strategy to one of Your Contract's other Strategies will be equal to  $[(A / B) \times C]$  where:

- (A) Is the Strategy Value that is being transferred from the 1-Year Monthly Cap Index Strategy.
- (B) Is the total Strategy Value of the 1-Year Monthly Cap Index Strategy.
- (C) Is the Minimum Guaranteed Strategy Value of the 1-Year Monthly Cap Index Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of Your Contract's other Strategies to the 1-Year Monthly Cap Index Strategy will be equal to  $[(A / B) \times C]$  where:

- (A) Is the Strategy Value that is being transferred to the 1-Year Monthly Cap Index Strategy.
- (B) Is the total Strategy Value that is being transferred from all Strategies.
- (C) Is the total Minimum Guaranteed Strategy Value that is being transferred from all Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal from Your Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge, any applicable Premium Bonus Vesting Adjustment and any applicable Market Value Adjustment, and shall be referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of Your Contract's other Strategies starting with the Strategy or Strategies that have the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy or Strategies that have the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

- **Interest Credits on the 1-Year Monthly Cap Index Strategy**

On each Index Term End Date for the 1-Year Monthly Cap Index Strategy, We will calculate Interest Credits, if any, which will be added to the 1-Year Monthly Cap Index Strategy. **Interest Credits will be calculated and added to the 1-Year Monthly Cap Index Strategy only on an Index Term End Date. Interest Credits are not calculated or credited during the Index Term Period and are zero until the Index Term End Date.** Interest Credits on each Index Term End Date of the 1-Year Monthly Cap Index Strategy shall be equal to  $(A) \times (B)$  where:

- (A) = The Strategy Value of the 1-Year Monthly Cap Index Strategy as of the previous Index Term End Date after all transactions are recorded for that date, less any Withdrawals deducted from the 1-Year Monthly Cap Index Strategy during the Index Term Period; and
- (B) = The 1-Year Change Percentage.

In the calculation of Interest Credits for the initial Index Term Period of the 1-Year Monthly Cap Index Strategy, the previous Index Term End Date shall be the date on which the 1-Year Monthly Cap Index Strategy was originally established.

## GENERAL ENDORSEMENT PROVISIONS

If all or any part of the Strategy Value of the 1-Year Monthly Cap Index Strategy established under this Endorsement is annuitized, utilized in the settlement of the Death Benefit, or distributed in the form of a Withdrawal or surrender, on any date other than an Index Term End Date, that portion of the Strategy Value will not participate in any Index-linked Interest Credits for the Index Term Period in which the funds were annuitized, utilized in the settlement of the Death Benefit or distributed. The portion of the Strategy Value utilized in the settlement of the Death Benefit will, however, be credited with interest based on the provisions of the Interest Credits on Death Benefit section of this Endorsement.

- **1-Year Change Percentage**

The 1-Year Change Percentage for each Index Term Period of the 1-Year Monthly Cap Index Strategy shall be equal to the sum of the twelve (12) consecutive Monthly Capped Change Percentages during the Index Term Period. The 1-Year Change Percentage will never be less than 0.00%.

Hypothetical Example: Assume that a Contract was issued on January 25, 2010 and that \$10,000, which represents a portion of the Initial Premium plus any applicable Premium Bonus, is allocated to the 1-Year Monthly Cap Index Strategy. Also assume that there are no Withdrawals and that no Death Benefit becomes payable during the Index Term Period; the Initial Monthly Cap Rate is 2.50%; the Initial Standard & Poor's Index Price is 1168.41; and that the Standard & Poor's Index Price on each of the Standard & Poor's Index Dates during the initial Index Term Period are as shown in the chart below.

Using these assumptions, the Interest Credits for the 1-Year Monthly Cap Index Strategy on the first Index Term End Date are calculated as follows:

Standard & Poor's Index Date	Standard & Poor's Index Price	Monthly Change Percentage	Monthly Capped Change Percentage
01.25.2010	1168.41		
02.25.2010	1211.37	3.68%	2.50%
03.25.2010	1171.42	-3.30%	-3.30%
04.25.2010	1162.10	-0.80%	-0.80%
05.25.2010	1190.01	2.40%	2.40%
06.25.2010	1191.57	0.13%	0.13%
07.25.2010	1229.03	3.14%	2.50%
08.25.2010	1212.37	-1.36%	-1.36%
09.25.2010	1215.29	0.24%	0.24%
10.25.2010	1196.54	-1.54%	-1.54%
11.25.2010	1268.25	5.99%	2.50%
12.25.2010	1268.66	0.03%	0.03%
01.25.2011	1264.68	-0.31%	-0.31%
Sum of Monthly Capped Change Percentages			2.99%

1-Year Change Percentage: 2.99%  
 (i.e. Sum of the Monthly Capped Change Percentages)  
 Interest credited: \$10,000 x 2.99% = \$299.00

**GENERAL ENDORSEMENT PROVISIONS**

- **Monthly Capped Change Percentage**

The Monthly Capped Change Percentage for each month during an Index Term Period of the 1-Year Monthly Cap Index Strategy shall be equal to the lesser of (1) or (2) where:

1 =  $(A - B) / B$ ;

2 = The Monthly Cap Rate, if any, declared for the Index Term Period.

and where:

A = The Standard & Poor's Index Price for a Standard & Poor's Index Date during the Index Term Period;

B = The Standard & Poor's Index Price for the Standard & Poor's Index Date immediately preceding the Standard & Poor's Index Date referenced in (A) above.

The Monthly Capped Change Percentage for any month during an Index Term Period of the 1-Year Monthly Cap Index Strategy can be positive, zero or negative.

- **Interest Credits on Death Benefit**

The Strategy Value under this Endorsement that is utilized in the settlement of the Death Benefit, on any date other than an Index Term End Date, shall be credited with interest from the Index Term End Date before the date We receive the proof of death, as required by the Death Benefit section of Your Contract to the date We receive the proof of death. The Death Benefit Interest Rate that will determine the interest credited to the Strategy Value is shown on the Endorsement Data Page. The Death Benefit Interest Rate is guaranteed for the life of Your Contract. In the calculation of Interest Credits under this section of the Endorsement for the initial Index Term Period, the Index Term End Date before the date We receive the proof of death shall be the date on which the 1-Year Monthly Cap Index Strategy was originally established.

- **Standard & Poor's Index Date**

The Standard & Poor's Index Dates for the 1-Year Monthly Cap Index Strategy are determined from the Contract Date for the first Index Term Period. For each Index Term Period thereafter, the Standard & Poor's Index Dates are determined from the Index Term End Date coinciding with the first day of each Index Term Period. A Standard & Poor's Index Date shall be established for each month following the month that contains the Contract Date or Index Term End Date, whichever is applicable. The Standard & Poor's Index Date shall be the same numbered day each month and shall be the same numbered day as the Contract Date and Index Term End Date. If the same numbered day does not exist in a month, such as the 31st, the Company will use the first preceding day that does exist. For each Index Term Period there shall be 12 Standard & Poor's Index Dates. Hypothetical example: If the Contract Date or Index Term End Date for a particular Contract is January 10, 2011, the first Standard & Poor's Index Date for that Index Term Period occurs on February 10, 2011 and the 12th Standard & Poor's Index Date occurs on January 10, 2012.

**GENERAL ENDORSEMENT PROVISIONS**

- **Standard & Poor's Index Price**

The Standard & Poor's Index Price for any date, including the Contract Date or any Index Term End Date, shall be the closing price of the S&P 500 Index on the day before such date. The closing price of the S&P 500 Index shall be the price reported by a third-party source at a consistent time each day. Any subsequent change in the reported price will not be reflected in the Standard & Poor's Index Price used to calculate Interest Credits on the 1-Year Monthly Cap Index Strategy. If the Standard & Poor's Index Price is not available for any date, then the Standard & Poor's Index Price used for that date will be the Standard & Poor's Index Price on the first preceding day for which the Standard & Poor's Index Price is available.

The Initial Standard & Poor's Index Price is shown on the Endorsement Data Page.

- **Monthly Cap Rate**

The Monthly Cap Rate is used in the calculation of the Interest Credits for the 1-Year Monthly Cap Index Strategy. The Initial Monthly Cap Rate for the Initial Premium is shown on the Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Monthly Cap Rate will become effective on each Index Term End Date for the next following Index Term Period. The new Monthly Cap Rate will be the Monthly Cap Rate declared by Us and in effect on the Index Term End Date. The Monthly Cap Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Monthly Cap Rate shown on the Endorsement Data Page.

- **Transferred Premium**

You may elect, on each Index Term End Date, to transfer some or all of the value of the 1-Year Monthly Cap Index Strategy to one or more of Your Contract's other Strategies, subject to any transfer limitations specified in the other Strategies. The amount transferred shall be referred to as Transferred Premium. To elect such a transfer, You must Notify Us at least four (4) Business Days before the Index Term End Date on which the transfer is to be made. Your Notice must specify the Strategies to which each transfer is to be made. You must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value of the 1-Year Monthly Cap Index Strategy. The minimum amount that may remain in the 1-Year Monthly Cap Index Strategy at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in the 1-Year Monthly Cap Index Strategy, the entire Strategy Value of the 1-Year Monthly Cap Index Strategy will be transferred. In this event, Your original Notice will be used as the basis for the transfer of the entire Strategy Value.

**GENERAL ENDORSEMENT PROVISIONS****• Withdrawals from the 1-Year Monthly Cap Index Strategy**

To make a Withdrawal from Your Contract that is not made pro rata from all Strategies, You must Notify Us. Your Notice must state the Strategies from which the Withdrawal is to be taken. If any portion of the Withdrawal is to be taken from the 1-Year Monthly Cap Index Strategy You must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by You will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$2,000. The minimum amount that may remain in the 1-Year Monthly Cap Index Strategy at any time is \$2,000. Therefore, if a Withdrawal request is received that will leave less than \$2,000 in the 1-Year Monthly Cap Index Strategy, the entire Strategy Value of the 1-Year Monthly Cap Index Strategy must be withdrawn. A Withdrawal Charge, a Premium Bonus Vesting Adjustment and a Market Value Adjustment may apply to any amount withdrawn in excess of the Free Withdrawal amount.

Withdrawal Charges will be calculated in accordance with the provisions of Your Contract utilizing the Withdrawal Charge Rates shown on the Contract Data Page of Your Contract. Premium Bonus Vesting Adjustments will be calculated in accordance with the provisions of Your Contract utilizing the Premium Bonus Vesting Percentages shown on the Contract Data Page of Your Contract. Market Value Adjustments will be calculated in accordance with the provisions of the Market Value Adjustment Endorsement attached to Your Contract.

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



Michael H. Miller  
Secretary

**1-YEAR POINT-TO-POINT INDEX STRATEGY ENDORSEMENT**

**ENDORSEMENT DATA PAGE**

<b>ENDORSEMENT DATA ELEMENTS</b>	
<b>Initial Standard &amp; Poor's Index Price</b>	<b>[1,170.34]</b>
<b>Initial Cap Rate</b>	<b>[7.00%]</b>
<b>Minimum Cap Rate</b>	<b>[2.00%]</b>
<b>Death Benefit Interest Rate</b>	<b>[3.00%]</b>
<b>Minimum Guaranteed Contract Value Interest Rate</b>	<b>[1.00%]</b>

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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## GENERAL ENDORSEMENT PROVISIONS

### • The Endorsement

This Endorsement shall establish a 1-Year Point-to-Point Index Strategy for Your Contract. The 1-Year Point-to-Point Index Strategy shall be based on the Standard & Poor's 500 Index (S&P 500 Index), which excludes dividends. If the S&P 500 Index is discontinued, if we are unable to utilize it or if the calculation of the Index is changed substantially, we will substitute a suitable equity index for that Index and notify you of the change. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which Your Contract is issued.

Terms used in this Endorsement shall be defined by either the Endorsement or Your Contract. If both the Endorsement and Your Contract define the same term, the definition contained in the Endorsement shall take precedence.

The effective date of this Endorsement for new Contract issues shall be the Contract Date and for existing Contracts shall be the date We issue this Endorsement for attachment to Your Contract. We may elect to terminate this Endorsement at any time by sending to You, at Your last known address, a written notice stating the effective date on which the Endorsement shall terminate. Such notice shall be sent to You at least 60 days in advance of the effective date of the Endorsement's termination. On and after the effective date of the Endorsement's termination, You will not be allowed to allocate any Transferred Premiums to the 1-Year Point-to-Point Index Strategy. All funds in the 1-Year Point-to-Point Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on the next Index Term End Date. In lieu of having the funds in the 1-Year Point-to-Point Index Strategy automatically transferred to the Fixed Strategy, You may elect to have the funds transferred to one or more of Your Contract's other Strategies as provided for in the Transferred Premium section of this Endorsement.

Interest Credits for the 1-Year Point-to-Point Index Strategy shall be calculated in the manner provided by this Endorsement.

### • Index Term Period

The Index Term Period for the 1-Year Point-to-Point Index Strategy shall be equal to one year. The initial Index Term Period shall be determined from the date on which the 1-Year Point-to-Point Index Strategy was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new one year Index Term Period will begin.

### • Index Term End Date

The Index Term End Date shall be the date on which Interest Credits are calculated for the 1-Year Point-to-Point Index Strategy. An Index Term End Date shall be the last day of an Index Term Period. The Index Term End Date shall be the same numbered day as the Contract Date. Hypothetical example: If the Contract Date is January 10, 2011, the Index Term End Date for the 1-Year Point-to-Point Index Strategy established on that date occurs on January 10, 2012.

**GENERAL ENDORSEMENT PROVISIONS****• Strategy Value**

The Strategy Value of the 1-Year Point-to-Point Index Strategy at any time will be equal to:

1. Any Premium allocated to the 1-Year Point-to-Point Index Strategy; plus
2. Any Premium Bonus(es) credited to the 1-Year Point-to-Point Index Strategy; plus
3. Any amount(s) transferred from Your Contract's other Strategies to the 1-Year Point-to-Point Index Strategy; plus
4. The amount of Interest Credits that are credited to the 1-Year Point-to-Point Index Strategy; minus
5. Any amount(s) transferred from the 1-Year Point-to-Point Index Strategy to Your Contract's other Strategies; minus
6. Withdrawals of any type deducted from the 1-Year Point-to-Point Index Strategy.

The 1-Year Point-to-Point Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

**• Minimum Guaranteed Strategy Value**

The Minimum Guaranteed Strategy Value at any time will be equal to:

1. 87.5% of the Initial Premium credited to the 1-Year Point-to-Point Index Strategy on the Contract Date accumulated at the Minimum Guaranteed Contract Value Interest Rate; plus
2. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from Your Contract's other Strategies to the 1-Year Point-to-Point Index Strategy accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
3. The Minimum Guaranteed Strategy Value associated with any Withdrawals from Your Contract that are deducted from the 1-Year Point-to-Point Index Strategy accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
4. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Point-to-Point Index Strategy to any of Your Contract's other Strategies accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
5. Any excess amount deducted from the Minimum Guaranteed Strategy Value of the 1-Year Point-to-Point Index Strategy as described below in this section of the Endorsement when a Net Withdrawal from Your Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken.

The Minimum Guaranteed Contract Value Interest Rate for the 1-Year Point-to-Point Index Strategy is shown on the Endorsement Data Page.

## GENERAL ENDORSEMENT PROVISIONS

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Point-to-Point Index Strategy to one of Your Contract's other Strategies will be equal to  $[(A / B) \times C]$  where:

- (A) Is the Strategy Value that is being transferred from the 1-Year Point-to-Point Index Strategy.
- (B) Is the total Strategy Value of the 1-Year Point-to-Point Index Strategy.
- (C) Is the Minimum Guaranteed Strategy Value of the 1-Year Point-to-Point Index Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of Your Contract's other Strategies to the 1-Year Point-to-Point Index Strategy will be equal to  $[(A / B) \times C]$  where:

- (A) Is the Strategy Value that is being transferred to the 1-Year Point-to-Point Index Strategy.
- (B) Is the total Strategy Value that is being transferred from all Strategies.
- (C) Is the total Minimum Guaranteed Strategy Value that is being transferred from all Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal from Your Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge, any applicable Premium Bonus Vesting Adjustment and any applicable Market Value Adjustment, and shall be referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of Your Contract's other Strategies starting with the Strategy or Strategies that have the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy or Strategies that have the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

### • Interest Credits on the 1-Year Point-to-Point Index Strategy

On each Index Term End Date for the 1-Year Point-to-Point Index Strategy, We will calculate Interest Credits, if any, which will be added to the 1-Year Point-to-Point Index Strategy. **Interest Credits will be calculated and added to the 1-Year Point-to-Point Index Strategy only on an Index Term End Date. Interest Credits are not calculated or credited during the Index Term Period and are zero until the Index Term End Date.** Interest Credits on each Index Term End Date of the 1-Year Point-to-Point Index Strategy shall be equal to the lesser of (1) or (2) where:

- (1) Is equal to  $A \times [(B / C) - 1]$
- (2) Is equal to  $A \times D$ ;

and where:

A = The Strategy Value of the 1-Year Point-to-Point Index Strategy as of the previous Index Term End Date after all transactions are recorded for that date, less any Withdrawals deducted from the 1-Year Point-to-Point Index Strategy during the Index Term Period;

**GENERAL ENDORSEMENT PROVISIONS**

- B = The Standard & Poor's Index Price for the Index Term End Date;  
C = The Standard & Poor's Index Price for the previous Index Term End Date; and  
D = The Cap Rate declared for the 1-Year Point-to-Point Index Strategy on the previous Index Term End Date.

The Interest Credits as calculated above will never be less than zero. In the calculation of Interest Credits for the initial Index Term Period of the 1-Year Point-to-Point Index Strategy, the previous Index Term End Date shall be the date on which the 1-Year Point-to-Point Index Strategy was originally established.

**If all or any part of the Strategy Value of the 1-Year Point-to-Point Index Strategy established under this Endorsement is annuitized, utilized in the settlement of the Death Benefit, or distributed in the form of a Withdrawal or surrender, on any date other than an Index Term End Date, that portion of the Strategy Value will not participate in any Index-linked Interest Credits for the Index Term Period in which the funds were annuitized, utilized in the settlement of the Death Benefit or distributed. The portion of the Strategy Value utilized in the settlement of the Death Benefit will, however, be credited with interest based on the provisions of the Interest Credits on Death Benefit section of this Endorsement.**

- **Interest Credits on Death Benefit**

The Strategy Value under this Endorsement that is utilized in the settlement of the Death Benefit, on any date other than an Index Term End Date, shall be credited with interest from the Index Term End Date before the date We receive the proof of death, as required by the Death Benefit section of Your Contract, to the date We receive the proof of death. The Death Benefit Interest Rate that will determine the interest credited to the Strategy Value is shown on the Endorsement Data Page. The Death Benefit Interest Rate is guaranteed for the life of Your Contract. In the calculation of Interest Credits under this section of the Endorsement for the initial Index Term Period, the Index Term End Date before the date We receive the proof of death shall be the date on which the 1-Year Point-to-Point Index Strategy was originally established.

- **Standard & Poor's Index Price**

The Standard & Poor's Index Price for any date, including the Contract Date or any Index Term End Date, shall be the closing price of the S&P 500 Index on the day before such date. The closing price of the S&P 500 Index shall be the price reported by a third-party source at a consistent time each day. Any subsequent change in the reported price will not be reflected in the Standard & Poor's Index Price used to calculate Interest Credits on the 1-Year Point-to-Point Index Strategy. If the Standard & Poor's Index Price is not available for any date, then the Standard & Poor's Index Price used for that date will be the Standard & Poor's Index Price on the first preceding day for which the Standard & Poor's Index Price is available.

The Initial Standard & Poor's Index Price is shown on the Endorsement Data Page.

**GENERAL ENDORSEMENT PROVISIONS**

- **Cap Rate**

The Cap Rate is used in the calculation of the Interest Credits for the 1-Year Point-to-Point Index Strategy. The Initial Cap Rate for the Initial Premium is shown on the Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Cap Rate will become effective on each Index Term End Date for the next following Index Term Period. The new Cap Rate will be the Cap Rate declared by Us and in effect on the Index Term End Date. The Cap Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Cap Rate shown on the Endorsement Data Page.

- **Transferred Premium**

You may elect, on each Index Term End Date, to transfer some or all of the value of the 1-Year Point-to-Point Index Strategy to one or more of Your Contract's other Strategies, subject to any transfer limitations specified in the other Strategies. The amount transferred shall be referred to as Transferred Premium. To elect such a transfer, You must Notify Us at least four (4) Business Days before the Index Term End Date on which the transfer is to be made. Your Notice must specify the Strategies to which each transfer is to be made. You must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value of the 1-Year Point-to-Point Index Strategy. The minimum amount that may remain in the 1-Year Point-to-Point Index Strategy at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in the 1-Year Point-to-Point Index Strategy, the entire Strategy Value of the 1-Year Point-to-Point Index Strategy will be transferred. In this event, Your original Notice will be used as the basis for the transfer of the entire Strategy Value.

**GENERAL ENDORSEMENT PROVISIONS****• Withdrawals from the 1-Year Point-to-Point Index Strategy**

To make a Withdrawal from Your Contract that is not made pro rata from all Strategies, You must Notify Us. Your Notice must state the Strategies from which the Withdrawal is to be taken. If any portion of the Withdrawal is to be taken from the 1-Year Point-to-Point Index Strategy You must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by You will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$500. The minimum amount that may remain in the 1-Year Point-to-Point Index Strategy at any time is \$2,000. Therefore, if a Withdrawal request is received that will leave less than \$2,000 in the 1-Year Point-to-Point Index Strategy, the entire Strategy Value of the 1-Year Point-to-Point Index Strategy must be withdrawn. A Withdrawal Charge, a Premium Bonus Vesting Adjustment and a Market Value Adjustment may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated in accordance with the provisions of Your Contract utilizing the Withdrawal Charge Rates shown on the Contract Data Page of Your Contract. Premium Bonus Vesting Adjustments will be calculated in accordance with the provisions of Your Contract utilizing the Premium Bonus Vesting Percentages shown on the Contract Data Page of Your Contract. Market Value Adjustments will be calculated in accordance with the provisions of the Market Value Adjustment Endorsement attached to Your Contract.

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



Michael H. Miller  
Secretary

**2-YEAR MONTHLY CAP INDEX STRATEGY ENDORSEMENT****ENDORSEMENT DATA PAGE****ENDORSEMENT DATA ELEMENTS**

<b>Initial Standard &amp; Poor's Index Price</b>	<b>[1,170.34]</b>
<b>Initial Monthly Cap Rate</b>	<b>[3.00%]</b>
<b>Minimum Monthly Cap Rate</b>	<b>[1.25%]</b>
<b>Death Benefit Interest Rate</b>	<b>[3.00%]</b>
<b>Minimum Guaranteed Contract Value Interest Rate</b>	<b>[1.00%]</b>

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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**GENERAL ENDORSEMENT PROVISIONS**

- **The Endorsement**

This Endorsement shall establish a 2-Year Monthly Cap Index Strategy for Your Contract. The 2-Year Monthly Cap Index Strategy shall be based on the Standard & Poor's 500 Index (S&P 500 Index), which excludes dividends. If the S&P 500 Index is discontinued, if we are unable to utilize it or if the calculation of the Index is changed substantially, we will substitute a suitable equity index for that Index and notify you of the change. Any substitute index will be submitted for prior approval to the insurance regulatory authority of the state in which Your Contract is issued.

Terms used in this Endorsement shall be defined by either the Endorsement or Your Contract. If both the Endorsement and Your Contract define the same term, the definition contained in the Endorsement shall take precedence.

The effective date of this Endorsement for new Contract issues shall be the Contract Date and for existing Contracts shall be the date We issue this Endorsement for attachment to Your Contract. We may elect to terminate this Endorsement at any time by sending to You, at Your last known address, a written notice stating the effective date on which the Endorsement shall terminate. Such notice shall be sent to You at least 60 days in advance of the effective date of the Endorsement's termination. On and after the effective date of the Endorsement's termination, You will not be allowed to allocate any Transferred Premiums to the 2-Year Monthly Cap Index Strategy. Each Premium Account in the 2-Year Monthly Cap Index Strategy, on the date this Endorsement is terminated, will be automatically transferred to the Fixed Strategy on each Premium Account's next Index Term End Date. In lieu of having the funds in the 2-Year Monthly Cap Index Strategy automatically transferred to the Fixed Strategy, You may elect to have the funds transferred to one or more of Your Contract's other Strategies as provided for in the Transferred Premium section of this Endorsement.

Interest Credits for each Premium Account in the 2-Year Monthly Cap Index Strategy shall be calculated in the manner provided by this Endorsement.

- **Premium Account and Premium Account Anniversary**

A Premium Account will be established for the Initial Premium and for any Transferred Premium allocated to the 2-Year Point-to-Point Index Strategy on the Contract Date or on any Contract Anniversary that does not coincide with the Index Term End Date of any previously established Premium Account. The Premium Account Anniversary for each Premium Account will be determined from the date on which the Premium Account was originally established.

- **Index Term Period**

The Index Term Period for each Premium Account in the 2-Year Monthly Cap Index Strategy shall be equal to two years. The initial Index Term Period for each Premium Account shall be determined from the date on which each Premium Account was originally established. Upon expiration of each Index Term Period on its Index Term End Date, a new two-year Index Term Period will begin.

**GENERAL ENDORSEMENT PROVISIONS****• Index Term End Date**

The Index Term End Date shall be the date on which Interest Credits are calculated for a Premium Account in the 2-Year Monthly Cap Index Strategy. An Index Term End Date shall be any Premium Account Anniversary that coincides with the last day of an Index Term Period. The Index Term End Date shall be the same numbered day as the Contract Date. Hypothetical example: If the Contract Date is January 10, 2011, the Index Term End Date for the 2-Year Monthly Cap Index Strategy established on that date occurs on January 10, 2013.

**• Strategy Value**

The Strategy Value of the 2-Year Monthly Cap Index Strategy at any time will be equal to the sum of the Premium Account Values in the 2-Year Monthly Cap Index Strategy.

**• Minimum Guaranteed Strategy Value**

The Minimum Guaranteed Strategy Value at any time will be equal to:

1. 87.5% of the Initial Premium credited to the 2-Year Monthly Cap Index Strategy on the Contract Date accumulated at the Minimum Guaranteed Contract Value Interest Rate; plus
2. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from Your Contract's other Strategies to the 2-Year Monthly Cap Index Strategy accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
3. The Minimum Guaranteed Strategy Value associated with any Withdrawals from Your Contract that are deducted from the 2-Year Monthly Cap Index Strategy accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
4. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 2-Year Monthly Cap Index Strategy to any of Your Contract's other Strategies accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
5. Any excess amount deducted from the Minimum Guaranteed Strategy Value of the 2-Year Monthly Cap Index Strategy as described below in this section of the Endorsement when a Net Withdrawal from Your Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken.

The Minimum Guaranteed Contract Value Interest Rate for the 2-Year Monthly Cap Index Strategy is shown on the Endorsement Data Page.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 2-Year Monthly Cap Index Strategy to one of Your Contract's other Strategies will be equal to  $[(A / B) \times C]$  where:

- (A) Is the Strategy Value that is being transferred from the 2-Year Monthly Cap Index Strategy.
- (B) Is the total Strategy Value of the 2-Year Monthly Cap Index Strategy.
- (C) Is the Minimum Guaranteed Strategy Value of the 2-Year Monthly Cap Index Strategy.

**GENERAL ENDORSEMENT PROVISIONS**

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of Your Contract's other Strategies to the 2-Year Monthly Cap Index Strategy will be equal to  $[(A / B) \times C]$  where:

- (A) Is the Strategy Value that is being transferred to the 2-Year Monthly Cap Index Strategy.
- (B) Is the total Strategy Value that is being transferred from all Strategies.
- (C) Is the total Minimum Guaranteed Strategy Value that is being transferred from all Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal from Your Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge, any applicable Premium Bonus Vesting Adjustment and any applicable Market Value Adjustment, and shall be referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of Your Contract's other Strategies starting with the Strategy or Strategies that have the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy or Strategies that have the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

- **Premium Account Value**

The Premium Account Value of a Premium Account in the 2-Year Monthly Cap Index Strategy at any time will be equal to:

1. Any Premium allocated to the Premium Account; plus
2. Any Premium Bonus(es) credited to the Premium Account; plus
3. Any amount(s) transferred from Your Contract's other Strategies to the Premium Account; plus
4. The amount of Interest Credits that are credited to the Premium Account; minus
5. Any amount(s) transferred from the Premium Account to Your Contract's other Strategies; minus
6. Withdrawals of any type deducted from the Premium Account.

The Premium Account Value of a Premium Account in the 2-Year Monthly Cap Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

**GENERAL ENDORSEMENT PROVISIONS**

- **Interest Credits on Premium Accounts in the 2-Year Monthly Cap Index Strategy**

On each Index Term End Date for each Premium Account in the 2-Year Monthly Cap Index Strategy, We will calculate Interest Credits, if any, which will be added to each Premium Account. **Interest Credits on each Premium Account will be calculated and added to the Premium Account only on an Index Term End Date. Interest Credits are not calculated or credited during the Index Term Period and are zero until the Index Term End Date.** Interest Credits on each Index Term End Date for each Premium Account shall be equal to (A) x (B) where:

(A) = The Premium Account Value as of the previous Index Term End Date after all transactions are recorded for that date, less any Withdrawals deducted from the Premium Account during the Index Term Period; and

(B) = The 2-Year Change Percentage.

In the calculation of Interest Credits for the initial Index Term Period of a Premium Account, the previous Index Term End Date shall be the date on which the Premium Account was originally established.

**If all or any part of the Premium Account Value of a Premium Account established under this Endorsement is annuitized, utilized in the settlement of the Death Benefit, or distributed in the form of a Withdrawal or surrender, on any date other than an Index Term End Date, that portion of the Premium Account Value will not participate in any Index-linked Interest Credits for the Index Term Period in which the funds were annuitized, utilized in the settlement of the Death Benefit or distributed. The portion of the Premium Account Value utilized in the settlement of the Death Benefit will, however, be credited with interest based on the provisions of the Interest Credits on Death Benefit section of this Endorsement.**

- **2-Year Change Percentage**

The 2-Year Change Percentage for each Premium Account in the 2-Year Monthly Cap Index Strategy shall be equal to the sum of the twenty-four (24) consecutive Monthly Capped Change Percentages during the Index Term Period. The 2-Year Change Percentage will never be less than 0.00%.

Hypothetical Example: Assume Your Contract was issued on January 25, 2010 and that \$10,000, which represents a portion of the Initial Premium plus any applicable Premium Bonus, is allocated to a Premium Account in the 2-Year Monthly Cap Index Strategy. Also assume that there are no Withdrawals and that no Death Benefit becomes payable during the Index Term Period; the Initial Monthly Cap Rate is 2.50%; the Initial Standard & Poor's Index Price is 1168.41; and that the Standard & Poor's Index Price on each of the Standard & Poor's Index Dates are as shown in the chart below.

<b>GENERAL ENDORSEMENT PROVISIONS</b>
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Using these assumptions, the Interest Credits for the Premium Account on the first Index Term End Date are calculated as follows:

Standard & Poor's Index Date	Standard & Poor's Index Price	Monthly Change Percentage	Monthly Capped Change Percentage
01.25.2010	1168.41		
02.25.2010	1211.37	3.68%	2.50%
03.25.2010	1171.42	-3.30%	-3.30%
04.25.2010	1162.10	-0.80%	-0.80%
05.25.2010	1190.01	2.40%	2.40%
06.25.2010	1191.57	0.13%	0.13%
07.25.2010	1229.03	3.14%	2.50%
08.25.2010	1212.37	-1.36%	-1.36%
09.25.2010	1215.29	0.24%	0.24%
10.25.2010	1196.54	-1.54%	-1.54%
11.25.2010	1268.25	5.99%	2.50%
12.25.2010	1268.66	0.03%	0.03%
01.25.2011	1264.68	-0.31%	-0.31%
02.25.2011	1306.00	3.27%	2.50%
03.25.2011	1285.74	-1.55%	-1.55%
04.25.2011	1269.58	-1.26%	-1.26%
05.25.2011	1282.25	1.00%	1.00%
06.25.2011	1291.92	0.75%	0.75%
07.25.2011	1298.61	0.52%	0.52%
08.25.2011	1274.92	-1.82%	-1.82%
09.25.2011	1309.61	2.72%	2.50%
10.25.2011	1315.88	0.48%	0.48%
11.25.2011	1324.78	0.68%	0.68%
12.25.2011	1335.00	0.77%	0.77%
01.25.2012	1312.17	-1.71%	-1.71%
Sum of Monthly Capped Change Percentages			5.85%

2-Year Change Percentage: 5.85%

(i.e. Sum of the Monthly Capped Change Percentages)

Interest credited: \$10,000 x 5.85% = \$585.00

- **Monthly Capped Change Percentage**

The Monthly Capped Change Percentage for each month during an Index Term Period of the 2-Year Monthly Cap Index Strategy shall be equal to the lesser of (1) or (2) where:

1 =  $(A - B) / B$ ;

2 = The Monthly Cap Rate, if any, declared for the Index Term Period.

**GENERAL ENDORSEMENT PROVISIONS**

and where:

A = The Standard & Poor's Index Price for a Standard & Poor's Index Date during the Index Term Period;

B = The Standard & Poor's Index Price for the Standard & Poor's Index Date immediately preceding the Standard & Poor's Index Date referenced in (A) above.

The Monthly Capped Change Percentage for any month during an Index Term Period of the 2-Year Monthly Cap Index Strategy can be positive, zero or negative.

- **Interest Credits on Death Benefit**

The Premium Account Value of a Premium Account established under this Endorsement that is utilized in the settlement of the Death Benefit, on any date other than an Index Term End Date for such Premium Account, shall be credited with interest from the Index Term End Date before the date We receive the proof of death, as required by the Death Benefit section of Your Contract to the date We receive the proof of death. The Death Benefit Interest Rate that will determine the interest credited to the Premium Account Value is shown on the Endorsement Data Page. The Death Benefit Interest Rate is guaranteed for the life of Your Contract. In the calculation of Interest Credits under this section of the Endorsement for the first Index Term Period of a Premium Account, the Index Term End Date before the date We receive the proof of death shall be the date on which the 2-Year Monthly Cap Index Strategy was originally established.

- **Standard & Poor's Index Date**

The Standard & Poor's Index Dates are determined from the Contract Date for the first Index Term Period. For each Index Term Period thereafter, the Standard & Poor's Index Dates are determined from the Index Term End Date coinciding with the first day of each Index Term Period. A Standard & Poor's Index Date shall be established for each month following the month that contains the Contract Date or Index Term End Date, whichever is applicable. The Standard & Poor's Index Date shall be the same numbered day each month and shall be the same numbered day as the Contract Date and Index Term End Date. If the same numbered day does not exist in a month, such as the 31st, the Company will use the first preceding day that does exist. For each Index Term Period there shall be twenty-four (24) Standard & Poor's Index Dates. Hypothetical example: If the Contract Date or Index Term End Date for a particular Contract is January 10, 2011, the first Standard & Poor's Index Date for that Index Term Period occurs on February 10, 2011 and the 24th Standard & Poor's Index Date occurs on January 10, 2013.

- **Standard & Poor's Index Price**

The Standard & Poor's Index Price for any date, including the Contract Date or any Index Term End Date, shall be the closing price of the S&P 500 Index on the day before such date. The closing price of the S&P 500 Index shall be the price reported by a third-party source at a consistent time each day. Any subsequent change in the reported price will not be reflected in the Standard & Poor's Index Price used to calculate Interest Credits on the 2-Year Monthly Cap Index Strategy. If the Standard & Poor's Index Price is not available for any date, then the Standard & Poor's Index Price used for that date will be the Standard & Poor's Index Price on the first preceding day for which the Standard & Poor's Index Price is available.

The Initial Standard & Poor's Index Price is shown on the Endorsement Data Page.

**GENERAL ENDORSEMENT PROVISIONS**

- **Monthly Cap Rate**

The Monthly Cap Rate is used in the calculation of the Interest Credits for each Premium Account in the 2-Year Monthly Cap Index Strategy. The Initial Monthly Cap Rate for the Premium Account that contains the Initial Premium is shown on the Endorsement Data Page and is guaranteed for the first Index Term Period only. A new Monthly Cap Rate will become effective on each Index Term End Date for each Premium Account for the next following Index Term Period. The new Monthly Cap Rate will be the Monthly Cap Rate declared by Us and in effect on the Index Term End Date. The Monthly Cap Rate for a Premium Account established upon receipt of Transferred Premium shall be the Monthly Cap Rate declared by Us and in effect on the date the Premium Account is originally established. The Monthly Cap Rate is guaranteed for one Index Term Period only and is guaranteed to never be less than the Minimum Monthly Cap Rate shown on the Endorsement Data Page.

- **Transferred Premium**

You may elect, on each Index Term End Date of any Premium Account, to transfer some or all of the value of that Premium Account to one or more of Your Contract's other Strategies, subject to any transfer limitations specified in the other Strategies. The amount transferred shall be referred to as Transferred Premium. To elect such a transfer, You must Notify Us at least four (4) Business Days before the Index Term End Date on which the transfer is to be made. Your Notice must specify the Strategies to which each transfer is to be made. You must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Premium Account Value. The minimum amount that may remain in a Premium Account at any time is \$2,000. Therefore, if a transfer request is received that will leave less than \$2,000 in a Premium Account, the entire Premium Account Value will be transferred. In this event, Your original Notice will be used as the basis for the transfer of the entire Premium Account Value.

- **Withdrawals from the 2-Year Monthly Cap Index Strategy**

To make a Withdrawal from Your Contract that is not made pro rata from all Strategies, You must Notify Us. Your Notice must state the Strategies from which the Withdrawal is to be taken. If any portion of the Withdrawal is to be taken from the 1-Year Monthly Cap Index Strategy You must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by You will be before the calculation of any applicable charges and/or adjustments and will be taken first from the Premium Account that is furthest from its next Index Term End Date. The minimum amount that may be withdrawn at any time is \$500. The minimum amount that may remain in a Premium Account at any time is \$2,000. Therefore, if a Withdrawal request is received that will leave less than \$2,000 in a Premium Account, the entire Premium Account Value for that Premium Account must be withdrawn. A Withdrawal Charge, a Premium Bonus Vesting Adjustment and a Market Value Adjustment may apply to any amount withdrawn in excess of the Free Withdrawal amount.

**GENERAL ENDORSEMENT PROVISIONS**

Withdrawal Charges will be calculated in accordance with the provisions of Your Contract utilizing the Withdrawal Charge Rates shown on the Contract Data Page of Your Contract. Premium Bonus Vesting Adjustments will be calculated in accordance with the provisions of Your Contract utilizing the Premium Bonus Vesting Percentages shown on the Contract Data Page of Your Contract. Market Value Adjustments will be calculated in accordance with the provisions of the Market Value Adjustment Endorsement attached to Your Contract.

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



Michael H. Miller  
Secretary

**FIXED STRATEGY ENDORSEMENT**

**ENDORSEMENT DATA PAGE**

<b>ENDORSEMENT DATA ELEMENTS</b>	
<b>Initial Interest Rate</b> [(This rate includes a first year interest rate bonus of 0.00%.)]	<b>[3.00%]</b>
<b>Minimum Interest Rate</b>	<b>[1.00%]</b>
<b>Minimum Guaranteed Contract Value Interest Rate</b>	<b>[1.00%]</b>

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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Transferred Premium	4
Withdrawals from the Fixed Strategy	4

**GENERAL ENDORSEMENT PROVISIONS****• The Endorsement**

This Endorsement shall establish a Fixed Strategy for Your Contract.

Terms used in this Endorsement shall be defined by either the Endorsement or Your Contract. If both the Endorsement and Your Contract define the same term, the definition contained in the Endorsement shall take precedence.

The effective date of this Endorsement shall be the Contract Date.

Interest Credits for the Fixed Strategy shall be calculated in the manner provided by this Endorsement.

**• Strategy Value**

The Strategy Value of the Fixed Strategy at any time will be equal to:

1. Any Premiums allocated to the Fixed Strategy; plus
2. Any Premium Bonus(es) credited to the Fixed Strategy; plus
3. Any amount(s) transferred from Your Contract's other Strategies to the Fixed Strategy; plus
4. The amount of Interest Credits that are credited to the Fixed Strategy; minus
5. Any amount(s) transferred from the Fixed Strategy to Your Contract's other Strategies; minus
6. Withdrawals of any type deducted from the Fixed Strategy.

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

**• Minimum Guaranteed Strategy Value**

The Minimum Guaranteed Strategy Value at any time will be equal to:

1. 87.5% of the Initial and any Additional Premium credited to the Fixed Strategy accumulated at the Minimum Guaranteed Contract Value Interest Rate; plus
2. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from Your Contract's other Strategies to the Fixed Strategy accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
3. The Minimum Guaranteed Strategy Value associated with any Withdrawals from Your Contract that are deducted from the Fixed Strategy accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
4. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the Fixed Strategy to any of Your Contract's other Strategies accumulated at the Minimum Guaranteed Contract Value Interest Rate; minus
5. Any excess amount deducted from the Minimum Guaranteed Strategy Value of the Fixed Strategy as described below in this section of the Endorsement when a Net Withdrawal from Your Contract exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken.

**GENERAL ENDORSEMENT PROVISIONS**

The Minimum Guaranteed Contract Value Interest Rate for the Fixed Strategy is shown on the Endorsement Data Page.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the Fixed Strategy to one of Your Contract's other Strategies will be equal to  $[(A / B) \times C]$  where:

- (A) Is the Strategy Value that is being transferred from the Fixed Strategy.
- (B) Is the total Strategy Value of the Fixed Strategy.
- (C) Is the Minimum Guaranteed Strategy Value of the Fixed Strategy.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from one of Your Contract's other Strategies to the Fixed Strategy will be equal to  $[(A / B) \times C]$  where:

- (A) Is the Strategy Value that is being transferred to the Fixed Strategy.
- (B) Is the total Strategy Value that is being transferred from all Strategies.
- (C) Is the total Minimum Guaranteed Strategy Value that is being transferred from all Strategies.

The Minimum Guaranteed Strategy Value associated with any Withdrawal from Your Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge, any applicable Premium Bonus Vesting Adjustment and any applicable Market Value Adjustment, and shall be referred to in this section as a Net Withdrawal. If a Net Withdrawal exceeds the Minimum Guaranteed Strategy Value of the Strategy from which the Withdrawal is taken, the excess amount will be deducted from the Minimum Guaranteed Strategy Value of one or more of Your Contract's other Strategies starting with the Strategy or Strategies that have the lowest interest rate used to calculate the Minimum Guaranteed Strategy Value and ending with the Strategy or Strategies that have the highest interest rate used to calculate the Minimum Guaranteed Strategy Value.

- **Interest Credits on the Fixed Strategy**

We will declare Initial and Renewal Interest Rates that will determine the interest credited to the Fixed Strategy. An Initial Interest Rate, which will be guaranteed for the first Contract Year only, will be credited to any portion of the Initial Premium and any applicable Premium Bonus that is allocated to the Fixed Strategy on the Contract Date, and to any Additional Premium and any Premium Bonus credited to the Fixed Strategy during the remainder of the first Contract Year. The Initial Interest Rate is equal to the interest rate declared and currently in effect on the Contract Date. The Initial Interest Rate for the Fixed Strategy is shown on the Endorsement Data Page.

At the end of the first Contract Year and any subsequent Contract Year, We will declare a Renewal Interest Rate. The Renewal Interest Rate will be guaranteed for one Contract Year only and is guaranteed to never be less than the Minimum Interest Rate shown on the Endorsement Data Page.

**GENERAL ENDORSEMENT PROVISIONS****• Transferred Premium**

You may elect, on the Contract Anniversary, to transfer some or all of the value of the Fixed Strategy to one or more of Your Contract's other Strategies, subject to any transfer limitations specified in the other Strategies. The amount transferred shall be referred to as Transferred Premium. To elect such a transfer, You must Notify Us at least four (4) Business Days before the Contract Anniversary. Your Notice must specify the Strategies to which each transfer is to be made. You must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

**• Withdrawals from the Fixed Strategy**

To make a Withdrawal from Your Contract that is not made pro rata from all Strategies, You must Notify Us. Your Notice must state the Strategies from which the Withdrawal is to be taken. If any portion of the Withdrawal is to be taken from the Fixed Strategy You must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by You will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$500. A Withdrawal Charge, a Premium Bonus Vesting Adjustment and a Market Value Adjustment may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated in accordance with the provisions of Your Contract utilizing the Withdrawal Charge Rates shown on the Contract Data Page of Your Contract. Premium Bonus Vesting Adjustments will be calculated in accordance with the provisions of Your Contract utilizing the Premium Bonus Vesting Percentages shown on the Contract Data Page of Your Contract. Market Value Adjustments will be calculated in accordance with the provisions of the Market Value Adjustment Endorsement attached to Your Contract.

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



Christopher J. Littlefield  
Secretary

<b>INCOME RIDER</b>
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<b>RIDER DATA PAGE</b>
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<b>RIDER DATA ELEMENTS</b>
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<b>Contract Number</b>	<b>[Specimen]</b>
<b>Effective Date</b>	<b>[01/10/2011]</b>
<b>Accumulation Factor</b>	
• <b>During the Accumulation Years</b>	<b>[10.00%]</b>
• <b>After the Accumulation Years</b>	<b>[0.00%]</b>
<b>Minimum Accumulation Factor</b>	<b>[3%]</b>
<b>Accumulation Years</b>	<b>[10 years]</b>
<b>Minimum Accumulation Years</b>	<b>[2 years]</b>
<b>Allowable Restarts to the Accumulation Years</b>	<b>[1]</b>
<b>Rider Charge Rate</b>	<b>[0.95%]</b>
<b>Maximum Rider Charge Rate</b>	<b>[1.25%]</b>
<b>Excess Interest Period</b>	<b>[first 10 Contract Years]</b>
<b>Waiting Period (following the Effective Date of this Rider)</b>	<b>[0 months]</b>
<b>Confinement Period</b>	<b>[180] of last 250 days</b>
<b>Qualification Waiting Period (following the Effective Date of this Rider)</b>	<b>[1 year]</b>
<b>Income Withdrawal Multiplier</b>	<b>[2]</b>
<b>Death Benefit Base Multiplier</b>	<b>[3]</b>
<b>Minimum Attained Age for Lifetime Income Withdrawal Election</b>	<b>[50]</b>

<b>RIDER DATA PAGE continued</b>
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<b>Maximum Annual Withdrawal Percentage</b>			
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<b>Single Life Withdrawals</b>		<b>Joint Life Withdrawals</b>	
Attained Age On the First Day of the Income Period	Percentage	Attained Age On the First Day of the Income Period	Percentage
[40-49]	Not Available	[40-49]	Not Available
[50-54]	[3.50%]	[50-54]	[3.00%]
[55-59]	[4.00%]	[55-59]	[3.50%]
[60-64]	[4.50%]	[60-64]	[4.00%]
[65-69]	[5.00%]	[65-69]	[4.50%]
[70-74]	[5.50%]	[70-74]	[5.00%]
[75-79]	[6.00%]	[75-79]	[5.50%]
[80-84]	[6.50%]	[80-84]	[6.00%]
[85-89]	[7.00%]	[85-89]	[6.50%]
[90+]	[7.50%]	[90+]	[7.00%]

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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. In all events, the provisions of this Rider shall be interpreted so that Your Contract as endorsed by this Rider shall comply with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code, whichever is applicable.

This Rider provides You the ability to receive guaranteed Lifetime Income Withdrawals.

There is a charge for this Rider.

- **Effective Date**

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

- **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 an annuity Contract only if the Owner and Annuitant are the same person, unless the Owner is not a natural person.

- **Attained Age**

For Single Life Withdrawals, Attained Age shall mean the age of the person on whose life the Withdrawals are based as of his or her last birthday. If there are Joint Life Withdrawals, Attained Age shall mean the age of the younger of the two persons on whose lives the Withdrawals are based as of his or her last birthday.

- **Withdrawals**

Unless otherwise specified under this Rider, the term Withdrawals shall include Lifetime Income Withdrawals and any Withdrawals taken under Your Contract. Lifetime Income Withdrawals include, and are not in addition to, the amount of any Free Withdrawal available under Your Contract.

- **Rider Charge Rate**

The Rider Charge Rate is an annual rate used in the calculation of the Rider Charge. The Rider Charge Rate on the Effective Date is shown on the Rider Data Page. If You elect to restart the Accumulation Years as set forth in the Accumulation Years section of this Rider, the Rider Charge Rate may be increased. The Rider Charge Rate will never be decreased and is guaranteed to never be greater than the Maximum Rider Charge Rate shown on the Rider Data Page.

- **Rider Charge**

During the Accumulation Period, the monthly Rider Charge for any Contract Year shall be equal to  $(a \times b)$  where:

- (a)** Is the current Rider Charge Rate divided by 12.
- (b)** Is the Benefit Base as of the Contract Anniversary coinciding with the first day of that Contract Year.

During the Income Period, the monthly Rider Charge for any Contract Year shall be equal to  $[a \times (b - c)]$  where:

- (a)** Is the current Rider Charge Rate divided by 12.
- (b)** Is the Benefit Base as of the first day of the Income Period before any transactions are recorded for such day or the Benefit Base immediately following a Step-up, whichever is greater.
- (c)** Is the sum of all Excess Withdrawals calculated from later of the first day of the Income Period or the day of the most recent Step-up of the Benefit Base, if applicable.

The Rider Charge will be deducted monthly from Your Contract's Accumulated Value by proportionally reducing the value of each Strategy. The proportional reduction from each Strategy shall equal the current Rider Charge Rate multiplied by  $(a / b)$  where:

- (a)** Is the value of the Strategy prior to the deduction of the Rider Charge.
- (b)** Is the Accumulated Value prior to the deduction of the Rider Charge.

The Rider Charge will be deducted beginning on the first Business Day following the Waiting Period shown on the Rider Data Page. If the Waiting Period is zero (0), the Rider Charge will be deducted beginning on the Contract Date.

- **Excess Interest**

At the end of the Excess Interest Period shown on the Rider Data Page, and only if the Income Period has not begun, We will calculate Excess Interest as  $(a - b)$  where:

- (a)** Is the sum of all Rider Charges deducted from the Accumulated Value during the Excess Interest Period.

- (b)** Is the sum of all interest credited to the Accumulated Value during the Excess Interest Period.

If the calculated result is positive, the Excess Interest amount will be credited to the Accumulated Value on the Contract Anniversary coinciding with the end of the Excess Interest Period.

- **Rider Periods**

This Rider provides for three types of Periods:

1. The **Accumulation Period** is the period during which Lifetime Income Withdrawals are not being taken. The Accumulation Period begins on the Effective Date and ends on the date the first Lifetime Income Withdrawal is taken under this Rider.
2. The **Income Period** is the period during which Lifetime Income Withdrawals are being taken. The Income Period begins on the date the first Lifetime Income Withdrawal is taken under this Rider and ends on the date Your Contract's Accumulated Value is equal to zero.
3. The **Extended Income Guarantee Period** begins on the date that Your Contract's Accumulated 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 Benefit Election**

During the Accumulation Period, and at any time after the Waiting Period shown on the Rider Data Page, You may submit a Notice to elect Lifetime Income Withdrawals, as long as the Attained Age is greater than or equal to the Minimum Attained Age for Lifetime Income Withdrawal Election also shown on the Rider Data Page. If the Waiting Period is zero (0), You may request Lifetime Income Withdrawals beginning on the Effective Date. For an election to receive Lifetime Income Withdrawals beginning on any date other than the 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.

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

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

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

1. Single Life Withdrawals based on the life of the Annuitant.

2. Joint Life Withdrawals based on the lives of both Joint Annuitants.

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.
2. Joint Life Withdrawals based on the lives of both Joint Owners.

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

- **Accumulation Factor**

The Accumulation Factor is an annual rate used in the calculation of the Benefit Base. The Accumulation Factor on the Effective Date is shown on the Rider Data Page. If You elect to restart the Accumulation Years as set forth in the Accumulation Years provision of this Rider, the Accumulation Factor may be decreased. The Accumulation Factor will never be increased and is guaranteed to never be less than the Minimum Accumulation Factor shown on the Rider Data Page.

- **Accumulation Period**

The following provisions apply only during the Accumulation Period.

- **Accumulation Years**

Beginning on the Effective Date, interest will be credited to the Benefit Base on a daily basis. Interest will be credited for the number of Accumulation Years shown on the Rider Data Page, unless a restart of the Accumulation Years is elected as described below in this section which will extend the period of time during which interest is credited to the Benefit Base, or to the Attained Age of 85, whichever is sooner. Under no circumstances will interest be credited for less than 5 Contract Years. The amount of interest credited to the Benefit Base shall be equal (a) multiplied by the greater of zero (0) and the result of (b) minus (c) where:

- (a) Is the current Accumulation Factor divided by 365.
- (b) Is the sum of all Premiums and any Premium Bonus(es) credited to Your Contract.
- (c) Is the sum of all Premiums and any Premium Bonus(es) withdrawn from Your Contract.

For purposes only of determining the value of (c) above, whenever a Withdrawal is taken from Your Contract, the Withdrawal amount will be deducted first from any Interest Credits credited to Your Contract, then from any Premium Bonus credited to Your Contract, and then from Premium paid into the Contract on a last in/first out basis.

You may elect to restart the Accumulation Years by Notifying Us at least four (4) Business Days before the Contract Anniversary coinciding with the end of the Accumulation Years. You may elect to restart the Accumulation Years up to the number of Allowable Restarts to the Accumulation Years as shown on the Rider Data Page. An election to restart the Accumulation Years will become effective immediately following the end of the current Accumulation Years period.

If You elect to restart the Accumulation Years, the number of Accumulation Years for the restarted period may be different than the Accumulation Years for the initial period and will never be less than the Minimum Accumulation Years shown on the Rider Data Page.

- **Benefit Base during the Accumulation Period**

On the Effective Date, the Benefit Base is equal to Your Contract's Accumulated Value.

After the Effective Date, the Benefit Base on any day during the Accumulation Period is equal to:

- (a) The Benefit 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 current Accumulation Factor (applicable only during the Accumulation Period and only during the Accumulation Years); plus
- (c) The sum of any Premium and any Premium Bonus received on that day; minus
- (d) An amount equal to (1) multiplied by the greater of 1.00 and the result of (2) divided by (3) where:
  - (1) Is the difference between Your Contract's Accumulated Value immediately before any Withdrawals on that day and Your Contract's Accumulated Value after any Withdrawals on that day.
  - (2) Is the Benefit Base before any Withdrawals on that day.
  - (3) Is Your Contract's Accumulated Value before any Withdrawals on that day.

- **Income Period**

The following provisions apply only during the Income Period.

- **Benefit Base during the Income Period**

During the Income Period, the Benefit Base on any day is equal to:

- (a)** The Benefit Base as of the previous day after all transactions are recorded for such day; minus
- (b)** The amount of any Lifetime Income Withdrawal on that day; minus
- (c)** The amount of any Excess Withdrawal on that day multiplied by the greater of:
  - (i) 1.00; or
  - (ii) The Benefit Base on that day before any Excess Withdrawal divided by Your Contract's Accumulated Value on that day before any Excess Withdrawal.

- **Lifetime Income Withdrawals**

Lifetime Income Withdrawals may be taken at any time after the Waiting Period as long as the Attained Age is greater than or equal to the Minimum Attained Age for Lifetime Income Election shown on the Rider Data Page.

During the Income Period, there will be no Withdrawal Charges, Premium Bonus Vesting Adjustments 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 Annual Withdrawal Amount. 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, any applicable Premium Bonus Vesting Adjustments and any applicable Market Value Adjustments. The Maximum Annual Withdrawal Amount is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more later Contract Years.

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

On the effective date of the Income Period, the Maximum Annual Withdrawal Amount is equal to the applicable Maximum Annual Withdrawal Percentage shown on the Rider Data Page multiplied by the greater of (a) or (b) where:

- (a)** Is the Benefit Base on that day.
- (b)** Is equal to Your Contract's Accumulated Value on that day.

The Maximum Annual Withdrawal Percentage used will depend on the Attained Age on the first day of the Income Period and will never change after the Income Period has begun.

After the effective date of the Income Period, the Maximum Annual Withdrawal Amount will only change when:

- (1) An Excess Withdrawal is taken; or
- (2) The Maximum Annual Withdrawal Amount is increased as described in the Benefit Base Step-Up section of this Rider; or
- (3) The Maximum Annual Withdrawal Amount is increased using the Income Withdrawal Multiplier as described in the Confinement section of this Rider; or
- (4) The Maximum Annual Withdrawal Amount had been and then ceases to be increased using the Income Withdrawal Multiplier as described in the Confinement section of this Rider.

On any day that an Excess Withdrawal is taken, the Maximum Annual Withdrawal Amount immediately following an Excess Withdrawal shall be equal to  $A \times [1 - (B / C)]$  where:

- (A)** Is the Maximum Annual Withdrawal Amount on that day before the Excess Withdrawal.
- (B)** Is the amount deducted from Your Contract's Accumulated Value with respect to the Excess Withdrawal.
- (C)** Is Your Contract's Accumulated Value on that day before the Excess Withdrawal minus the Maximum Annual Withdrawal Amount on that day before the Excess Withdrawal.

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

- **Benefit Base Step-up**

The Benefit Base will be increased to an amount equal to Your Contract's Accumulated Value:

- (1) On each Contract Anniversary before the date of death of any Owner (or any Annuitant if the Owner is not a natural person) if, prior to the payment of any Withdrawals on that Contract Anniversary, the Accumulated Value is greater than the greatest Benefit Base during the Income Period; and

- (2) On the date of death of any Owner (or any Annuitant if the Owner is not a natural person) if: (1) the Accumulated Value exceeds the Benefit Base on the date of death; (2) the Rider is in the Income Period; and (3) a non-spouse Beneficiary has selected substantially equal periodic annual Withdrawals as provided below in the section of this Rider entitled Substantially Equal Periodic Annual Withdrawals.

This section of the Rider shall not apply after the date of death of any Owner (or any Annuitant if the Owner is not a natural person) except as provided below in the section of this Rider entitled Spousal Continuation of this Rider.

If the Benefit Base is increased as described in item (1) above, the Maximum Annual Withdrawal Amount will be increased to an amount equal to the Maximum Annual Withdrawal Percentage multiplied by the Benefit Base after the Step-up. The Maximum Annual Withdrawal Percentage does not change in the Step-up calculation, except as described in the Confinement section of this Rider. Therefore, if a Step-up occurs after the Owner has elected to receive the Maximum Annual Withdrawal Amount, the amount of such Withdrawals will automatically increase.

- **Confinement**

During the Income Period, the Maximum Annual Withdrawal Amount will be increased in any Contract Year that You (or any Annuitant if the Owner is not a natural person) are confined to a Qualified Care Facility as defined under Your Contract and all of the following conditions are met:

- (a) You are not confined to a Qualified Care Facility on the Effective Date; and
- (b) You are confined on the date a Lifetime Income Withdrawal is to be received; and
- (c) You are confined for a period of time at least equal to the Confinement Period shown on the Rider Data Page. Such period of time shall be calculated from the date on which a Lifetime Income Withdrawal is to be received; and
- (d) The Qualification Waiting Period shown on the Rider Data Page has elapsed; and
- (e) Confinement is recommended in writing by a Physician; and
- (f) We receive the Physician's written recommendation and a Notice to receive Lifetime Income Withdrawals based on the higher Maximum Annual Withdrawal Amount described in this provision of the Rider.

A Physician shall be that which is defined under Your Contract.

During any Contract Year that all of the above conditions are satisfied, the Maximum Annual Withdrawal Amount will be increased to an amount equal to the Maximum Annual Withdrawal Amount that would have otherwise been in effect, multiplied by the Income Withdrawal Multiplier. The Income Withdrawal Multiplier is shown on the Rider Data Page. We may require proof from time to time that Your confinement condition is still being met. The Maximum Annual Withdrawal Amount will cease to be modified by the Income Withdrawal Multiplier if the confinement condition is no longer being met. This benefit is not available on Qualified Contracts during the Extended Income Guarantee Period.

- **Extended Income Guarantee Period**

During the Extended Income Guarantee Period:

- (1) This Rider and all its provisions will continue.
- (2) Your Contract and any other riders and endorsements attached to Your Contract will terminate unless otherwise specified in this Rider.

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

If Single Life Withdrawals are being taken during the Extended Income Guarantee Period, the Owner of a non-qualified contract will receive payments, at the payment frequency elected, equal to the Maximum Annual Withdrawal Amount as of the first day of the Extended Income Guarantee Period, except when increased in accordance with the Confinement section of this Rider. For Qualified Contracts, payments during the Extended Income Guarantee Period may not be increased in accordance with the Confinement section of this Rider. Under this scenario, 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 Period and only one of the persons on whose lives Withdrawals are based dies, the surviving person will continue to receive payments, at the payment frequency elected, equal to the Maximum Annual Withdrawal Amount as of the first day of the Extended Income Guarantee Period, except when increased in accordance with the Confinement section of this Rider. For Qualified Contracts, payments during the Extended Income Guarantee Period may not be increased in accordance with the Confinement section of this Rider. Under this scenario, 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 any Owner (or any Annuitant if the Owner is not a natural person) except as provided in the sections of this Rider entitled Extended Income Guarantee Period, Spousal Continuation of this Rider, Required Minimum Distributions and Annuity Payments.

- **Substantially Equal Periodic Annual Withdrawals**

If this Rider is in effect on the date of death of any Owner (or any Annuitant if the Owner is not a natural person), the Extended Income Guarantee Period has not begun, and the Owner has not elected the Payment Option described in the Annuity Payments section of this Rider, the Beneficiary may, in lieu of any Death Benefit provided by Your Contract, elect to receive the Benefit Base. The Benefit Base paid to the Beneficiary under this election can never be greater than an amount equal to the sum of the Initial Premium, any Renewal Premium and any Premium Bonus(es) paid in the first Contract Year, multiplied by the Death Benefit Base Multiplier shown on the Rider Data Page.

The Benefit Base will be distributed to the Beneficiary in substantially equal periodic annual Withdrawals over the 5-year period after the death of the Owner (or Annuitant if the Owner is not a natural person). However, this 5-year distribution requirement will not apply if:

- (1) The Benefit Base is payable in substantially equal periodic annual Withdrawals to the Beneficiary who is an individual; and
- (2) The Benefit Base will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
- (3) The distribution begins not later than one year after the death of the Owner (or Annuitant if the Owner is not a natural person) or such later date as prescribed by the Internal Revenue Service.

The distributions will be modified and increased, if necessary, to comply with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code. Once the Benefit Base is equal to zero, the distributions will cease and Your Contract and this Rider will terminate.

- **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 the 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 Attained Age on the 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 the Contract.

If this Rider is in the Accumulation Period at the time of the spousal continuation, this Rider continues in the Accumulation Period.

If this Rider is in the Income Period at the time of spousal continuation, the surviving spouse will continue to receive Lifetime Income Withdrawals if Withdrawals were based, in part, on the life of the surviving spouse. If Withdrawals were not based, in part, on the life of the surviving spouse, Withdrawals will continue at the same level until the Benefit Base is zero.

If this Rider is in the Extended Income Guarantee Period at the time of the Owner's death (or the Annuitant's death if the Owner is not a natural person), spousal continuation is only allowed if Withdrawals were based, in part, on the life of the surviving spouse. In that case, the spouse will continue to receive Withdrawals under this Rider as provided for in the Extended Income Guarantee Period section of this Rider. Otherwise, all Withdrawals stop.

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

- **Required Minimum Distributions**

Withdrawals taken under the Required Minimum Distribution Withdrawals section of Your Contract will not be considered Excess Withdrawals and will not reduce Your Maximum Annual Withdrawal Amount.

- **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 Accumulated 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 Annual Withdrawal Amount 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. (This annuity payment option shall be referred to in this Rider as the "Payment Option.")

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

- **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 on that date to a new annuity Contract issued by Us; or

- (b) The date on which annuity payments begin as described in the Annuity Payments section of this Rider; or
- (c) The date on which Your Contract's Accumulated Value and Benefit Base are equal to zero, and there are no outstanding Lifetime Income Withdrawals payable; or
- (d) Except when the Owner is not a natural person, the date on which the Owner and the Annuitant are not the same person.

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, and the Owner(s) under Your Contract must be the same as the Owner(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon full surrender of Your Contract. Once transferred, the new annuity Contract will become the Contract under the provisions of this Rider. A transfer of this Rider to any successor Contract will not change the Effective Date 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.

  
Michael H. Miller  
Secretary

<b>MARKET VALUE ADJUSTMENT ENDORSEMENT</b>
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<b>Maximum Negative Market Value Adjustment Percentage:</b>	<b>[75%]</b>
<b>Market Value Adjustment Index</b>	<b>[10 Year Point on the A Rated US Bloomberg Fair Value Curve]</b>

This Market Value Adjustment Endorsement (“Endorsement”) 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 Endorsement and the provisions of Your Contract, the provisions of this Endorsement shall control. The effective date of this Endorsement is the Contract Date stated on Your Contract's Data Page. This Endorsement will terminate upon expiration of Your Contract's Withdrawal Charge Rate Schedule. There is no charge for this Endorsement.

If the Contract to which this Endorsement is attached provides for a Premium Bonus, the term Premium as used in this Endorsement shall include the Premium Bonus.

This Endorsement adds a Market Value Adjustment provision and a Market Value Adjustment Factor to Your Contract.

- **Market Value Adjustment**

A Market Value Adjustment will be applied to any portion of a surrender or Withdrawal that is subject to a Withdrawal Charge and shall be calculated as a separate adjustment that is in addition to any applicable Withdrawal Charge. A Market Value Adjustment will not be applied to any portion of a surrender or Withdrawal that is not subject to a Withdrawal Charge; to any surrender or Withdrawal taken after the Death of any Owner, even if some or all of the surrender or Withdrawal taken after the Death of an Owner is subject to a Withdrawal Charge; or to any payments made by Us in settlement of Your Contract's Death Benefit.

A Market Value Adjustment shall be equal to (A x B) where:

- A** Is the surrender or Withdrawal amount that is subject to a Market Value Adjustment.
- B** Is the Market Value Adjustment Factor(s) applicable to the surrender or Withdrawal amount.

In the above calculation, if the same Market Value Adjustment Factor does not apply to the entire surrender or Withdrawal amount, We will sum together the calculations of the Market Value Adjustments for each portion of the surrender or Withdrawal amount that is subject to a different Market Value Adjustment Factor. The sum of these calculations will be a total Market Value Adjustment that is applicable to the entire surrender or Withdrawal amount.

The Market Value Adjustment applicable to each surrender or Withdrawal amount can be positive or negative.

A positive Market Value Adjustment will increase the surrender or Withdrawal amount payable, but in no event will the surrender or Withdrawal amount payable ever be increased by more than the Withdrawal Charge applicable to the amount surrendered or withdrawn.

A negative Market Value Adjustment will decrease the surrender or Withdrawal amount payable, but in no event will the surrender or Withdrawal amount payable ever be decreased by more than the Maximum Negative Market Value Adjustment.

The Maximum Negative Market Value Adjustment at any time shall be equal to  $[A \times (B - C)] - D$  where:

- (A) Is the Maximum Negative Market Value Adjustment Percentage.
- (B) Is the Accumulated Value.
- (C) Is the Market Value Adjustment Base.
- (D) Is any previous negative Market Value Adjustments deducted from Your Contract.

In the above calculation, the Market Value Adjustment Base shall be equal to (1) minus (2) where:

- (1) Is the Initial Premium plus any Additional Premiums.
- (2) Is gross Withdrawals of any type.

For purposes of calculating the Market Value Adjustment, We will consider the surrender or Withdrawal amount to be deducted first from the Premium on a last in/first out basis and then from any interest credited to Your Contract. To the extent any portion of the surrender or Withdrawal amount is a Free Withdrawal, the first amount deducted from Your Contract will be considered the Free Withdrawal amount. Once Premium and interest have been deducted from Your Contract, that Premium and interest shall not be utilized in calculating any future Market Value Adjustments.

- **Maximum Negative Market Value Adjustment Percentage**

The Maximum Negative Market Value Adjustment Percentage is used in the calculation of the Maximum Negative Market Value Adjustment. The Maximum Negative Market Value Adjustment Percentage will be the percentage declared and in effect on the Contract Date. The Maximum Negative Market Value Adjustment Percentage is guaranteed for the life of Your Contract. The Maximum Negative Market Value Adjustment Percentage is shown on Page 1 of this Endorsement.

- **Market Value Adjustment Factor**

A Market Value Adjustment Factor will be used in the calculation of the Market Value Adjustment. For purposes of calculating a Market Value Adjustment Factor, the Initial Premium and each Additional Premium will be assigned a beginning Index value equal to the closing value of the Market Value Adjustment Index on the day before such Premium was credited to Your Contract. All interest credited to Your Contract, regardless of the date on which the interest was credited, will be assigned a beginning Index value equal to the closing value of the Market Value Adjustment Index on the day before the Contract Date.

The Market Value Adjustment Factor shall be equal to  $[0.50 \times (A - B) \times N/12]$  where:

- (A) Is the beginning Index value assigned to the Premium and/or interest that, for purposes of calculating the Market Value Adjustment, are considered deducted from Your Contract.
- (B) Is the closing value of the Market Value Adjustment Index on the day before the surrender or Withdrawal is processed by Us, plus 0.25%.
- (N) Is the number of complete contract months remaining before the Withdrawal Charge Rate Schedule expires, calculated from the date the surrender or Withdrawal is processed by Us.

The Market Value Adjustment Index is shown on Page 1 of this Endorsement. The daily value of the Market Value Adjustment Index used in this Endorsement will be published and available for review at Our public website.

If a closing value for the Market Value Adjustment Index is not available on any day for which a closing value is needed, then the closing value as of the first preceding day for which a closing value is available will be used.

If the Market Value Adjustment Index is discontinued, or if We are unable for any reason to utilize the Market Value Adjustment Index, or if the calculation of these values are substantially changed, We will substitute another method of determining the values that will be used in the above calculation and will notify you of such change at your last known address.

  
Michael H. Miller  
Secretary

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SERFF Tracking Number: AMER-127004774 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number: 47807  
Company Tracking Number: LTS (04/11)  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: LTS (04/11)  
Project Name/Number: /LTS (04/11)

## Supporting Document Schedules

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

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Application <b>Comments:</b> <b>Attachment:</b> App 80500.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Statement of Variability <b>Comments:</b> <b>Attachment:</b> LTS SOV v2 - Generic.pdf		

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

<b><u>TITLE</u></b>	<b><u>FORM NUMBER</u></b>	<b><u>FLESCH SCORE</u></b>
Modified Single Premium Indexed Annuity Contract	LTS (04/11)	50.1
Market Value Adjustment Endorsement	LTSMVA (04/11)	50.9
Income Rider	LTSIR2 (04/11)	50.0
Fixed Strategy Endorsement	LTSFIX (04/11)	52.0
2-Year Monthly Cap Index Strategy Endorsement	LTS2YMC (04/11)	50.3
1-Year Monthly Cap Index Strategy Endorsement	LTS1YMC (04/11)	50.1
1-Year Point-to-Point Index Strategy Endorsement	LTS1PTP (04/11)	50.2

Jaime L Gertsen  
Product Compliance Analyst  
Aviva Life and Annuity Company  
January 26, 2011



**Aviva Life and Annuity Company**

7700 Mills Civic Parkway West Des Moines, IA 50266-3862  
Mail Processing Center: P.O. Box 10433  
Des Moines, IA 50306-0433  
(888) 252 5530  
(866) 709 3921 Fax

**Application for Deferred or Indexed Deferred Annuity**

**1 Product**

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

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

**2 Annuitant**

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

Male  Female

Date of Birth Social Security Number

Address

City State Zip Code Phone Number

**3 Joint Annuitant**

If applicable

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

Male  Female

Date of Birth Social Security Number

Address

City State Zip Code Phone Number

**4 Owner**

If other than Annuitant

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

Male  Female

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

Address

City State Zip Code Phone Number

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

**5 Joint Owner**

Not applicable to qualified contracts

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

Male  Female

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

Address

City State Zip Code Phone Number

**AZ Residents:**

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

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



**6 Contingent Owner**

If Owner and Annuitant are different

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

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

\_\_\_\_\_  
 Address

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

**7 Funding Source**

Premium Submitted with Application: \$ \_\_\_\_\_

Anticipated Premium from Transfer: \$ \_\_\_\_\_

**8 Tax Qualification**

Select ALL that apply

Non-Qualified  IRA Select ALL that apply:

1035 Exchange  Roth IRA  Contribution for Tax Year: \_\_\_\_\_

Internal Conversion  SEP IRA  Rollover (Within 60 days)

Contract Number: \_\_\_\_\_  Keogh/HR-10  Direct Transfer from IRA/SEP

\_\_\_\_\_  Other Qualified Plan\*  Direct Transfer from ROTH IRA

\*Owner must be the Plan  Roth Conversion

Direct Transfer from 401(k); HR10; 403(b); Pension Plan

**9 Replacement**

1.  Yes  No Do you have an existing life insurance policy or an existing annuity contract?

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

**10 Beneficiaries**

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

Primary  Contingent  Tertiary

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

Primary  Contingent  Tertiary

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

Primary  Contingent  Tertiary

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

Primary  Contingent  Tertiary

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

Primary  Contingent  Tertiary

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

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

**11 Special Instructions**

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



**12 Agreements and Signatures**

The Owner agrees to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Annuitant Signature

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

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

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







**Income Rider LTSIR (04/11)**

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Effective Date	9/9/2010	1/1/9999	ries for each contract owner depending on date of iss	Upon contract issuance	Varies for each contract
Accumulation Factor (during the accumulation years)	0%	15%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Accumulation Factor (after the accumulation years)	0%	15%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Accumulation Years	0	20	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Rider Charge Rate	0%	5%	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum Rider Charge Rate	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Excess Interest Period	0	20	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Waiting Period	0	24	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Confinement Period	0	250	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Qualification Waiting Period	0	5	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Income Withdrawal Multiplier	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Death Benefit Base Multiplier	1	7	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Attained Age for Lifetime Income Withdrawal Election	0	60	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Maximum Annual Withdrawal Percentage	0.50%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts

CERTIFICATION

Aviva Life and Annuity Company

State of Arkansas

I hereby certify that this filing submission meets the provisions of Regulation 19s10B as well as all applicable requirements of the Department. Furthermore, I certify that this submission is in compliance with the External index Guidelines as set forth by the Department.

A handwritten signature in black ink that reads "Jaime L. Gertsen". The signature is written in a cursive style with a large initial 'J' and 'G'.

Jaime L Gertsen

Product Compliance Analyst

January 27, 2011