

SERFF Tracking Number: AMER-128230339 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number:
Company Tracking Number: AMER-128230339
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: 1YAMP (04/12) - Name Change
Project Name/Number: 1YAMP (04/12) - Name Change/AMER-128230339

Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: 1YAMP (04/12) - Name Change SERFF Tr Num: AMER-128230339 State: Arkansas

TOI: A071 Individual Annuities - Special SERFF Status: Closed-Approved- State Tr Num:
Closed

Sub-TOI: A071.001 Equity Indexed

Co Tr Num: AMER-128230339

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Jaime Gertsen, Susan
Falk, Chris Cecak, Andrea Davey

Disposition Date: 04/10/2012

Date Submitted: 04/03/2012

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 1YAMP (04/12) - Name Change

Status of Filing in Domicile: Authorized

Project Number: AMER-128230339

Date Approved in Domicile: 04/02/2012

Requested Filing Mode: Informational

Domicile Status Comments: Domicile is the
state of Iowa

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 04/10/2012

State Status Changed: 04/10/2012

Deemer Date:

Created By: Chris Cecak

Submitted By: Chris Cecak

Corresponding Filing Tracking Number:

Filing Description:

RE: 1 Year Average Multiple Index Strategy Endorsement, form 1YAMP (04/12)

The above referenced Endorsement is being filed for your review. The 1 Year Average Multiple Index Strategy Endorsement 1YAMP (06/06) was originally approved on June 15, 2006, under SERFF USPH-6PEJET991/00-00/00-00/00. We will be utilizing 1YAMP (04/12) with our Flexible Premium Indexed Deferred Annuity Products listed below. As requested, I have attached copies of the previously approved contracts under the Supporting Documents tab.

Flexible Premium Indexed Deferred Annuity Contract, IA6 (09/09) (SERFF AMER-126499105 - Approved 02/22/2010)

SERFF Tracking Number: AMER-128230339 State: Arkansas
 Filing Company: Aviva Life and Annuity Company State Tracking Number:
 Company Tracking Number: AMER-128230339
 TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed
 Product Name: 1YAMP (04/12) - Name Change
 Project Name/Number: 1YAMP (04/12) - Name Change/AMER-128230339
 Flexible Premium Indexed Deferred Annuity Contract, IA10 (09/09) (SERFF AMER-126500197 - Approved 02/22/2010)
 Flexible Premium Indexed Deferred Annuity Contract, IA10B (09/09) (SERFF AMER-126500198 - Approved 02/22/2010)
 Flexible Premium Indexed Deferred Annuity Contract, IA10I (09/09) (SERFF AMER-126500204 - Approved 02/22/2010)

The only revision made on the 1 Year Average Multiple Index Strategy Endorsement, 1YAMP (04/12) was a revision of the company from Amerus Life Insurance Company to Aviva Life and Annuity Company.

To the best of our knowledge and belief, this filing complies with the rules and regulations of the State of Iowa. The captioned filing contains no provision that is considered unusual or controversial by normal insurance company or industry standards. Please let us know if we may be of further assistance. We appreciate your review and subsequent approval.

State Narrative:

Company and Contact

Filing Contact Information

Chris Cecak, Product Compliance Specialist chris.cecak@avivausa.com
 7700 Mills Civic Parkway 515-342-2975 [Phone]
 West Des Moines, IA 50266-3862

Filing Company Information

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

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$50.00	04/03/2012	57695321

SERFF Tracking Number: AMER-128230339 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number:
Company Tracking Number: AMER-128230339
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: IYAMP (04/12) - Name Change
Project Name/Number: IYAMP (04/12) - Name Change/AMER-128230339

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/10/2012	04/10/2012

SERFF Tracking Number: AMER-128230339 *State:* Arkansas
Filing Company: Aviva Life and Annuity Company *State Tracking Number:*
Company Tracking Number: AMER-128230339
TOI: A071 Individual Annuities - Special *Sub-TOI:* A071.001 Equity Indexed
Product Name: IYAMP (04/12) - Name Change
Project Name/Number: IYAMP (04/12) - Name Change/AMER-128230339

Disposition

Disposition Date: 04/10/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMER-128230339 State: Arkansas
 Filing Company: Aviva Life and Annuity Company State Tracking Number:
 Company Tracking Number: AMER-128230339
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: IYAMP (04/12) - Name Change
 Project Name/Number: IYAMP (04/12) - Name Change/AMER-128230339

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	IA6 Contract		Yes
Supporting Document	IA10 Contract		Yes
Supporting Document	IA10B Contract		Yes
Supporting Document	IA10I Contract		Yes
Form	1 Year Average Multiple Index Strategy		Yes
	Endorsement		

SERFF Tracking Number: AMER-128230339 State: Arkansas
 Filing Company: Aviva Life and Annuity Company State Tracking Number:
 Company Tracking Number: AMER-128230339
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: 1YAMP (04/12) - Name Change
 Project Name/Number: 1YAMP (04/12) - Name Change/AMER-128230339

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	1YAMP (04/12)	Policy/Contract/Fraternal Multiple Indexal Strategy Certificate: Endorsement Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: 1YAMP (06/06) Previous Filing #: USPH-6PEJET991/00-00/00-00/00		1YAMP (04-12).pdf

1-YEAR AVERAGE MULTIPLE INDEX STRATEGY ENDORSEMENT TO AN INDEXED DEFERRED ANNUITY CONTRACT

INDEX OF GENERAL ENDORSEMENT PROVISIONS	
The Endorsement	2
Index Term Period	3
Index Term End Date	3
Strategy Value	3
Minimum Guaranteed Strategy Value	3-4
Interest Credits on the 1-Year Average Multiple Index Strategy	5-6
Average Index Percentage Change	6
Index Average	6
Index Price	7
Index Date	7
Spread	7
Cap Rate	7
Interest Credits on Death Benefit	8
Transferred Premium	8
Withdrawals from the 1-Year Average Multiple Index Strategy	8-9

ENDORSEMENT DATA ELEMENTS	
Initial S&P 500 Index Price	[1,170.34]
Initial Nasdaq-100 Index Price	[1,552.11]
Initial Dow Jones Index Price	[10,456.91]
Initial Spread	[3.00%]
Maximum Guaranteed Spread	[5.00%]
Initial Cap Rate	[14.00%]
Minimum Guaranteed Cap Rate	[8.00%]
Death Benefit Interest Rate	[3.00%]

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

GENERAL ENDORSEMENT PROVISIONS**• The Endorsement**

This Endorsement shall establish a 1-Year Average Multiple Index Strategy for the Indexed Deferred Annuity Contract (the "Contract") to which it is attached. The 1-Year Average Multiple Index Strategy shall be based on the three Indices listed below:

1. The Standard & Poor's 500 Index (S&P 500 Index), which excludes dividends.
2. The Nasdaq-100 Index, which excludes dividends.
3. The Dow Jones Industrial Average (Dow Jones Index), which excludes dividends.

For purposes of this Endorsement, the above named Indices shall be referred to herein individually as the Index and collectively as the Indices.

If any of the Indices are discontinued, if we are unable to utilize any of the Indices or if the calculation of any Index is changed substantially, we will substitute a suitable equity Index for that Index and notify you of the change.

Terms used in this Endorsement shall be defined by either the Endorsement or the Contract to which the Endorsement is attached. If both the Endorsement and the 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 this Endorsement is issued by the Company for attachment to the Contract. The Company may elect to terminate this Endorsement at any time by sending to the Owner, at the Owner's last known address, a written notice stating the effective date on which the Endorsement shall terminate. Such notice shall be sent to the Owner 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, the Owner will not be allowed to allocate any Transferred Premiums to the 1-Year Average Multiple Index Strategy. All funds in the 1-Year Average Multiple 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 Average Multiple Index Strategy automatically transferred to the Fixed Strategy, the Owner may elect to have the funds transferred to one or more of the Contract's other Strategies as provided for in the Transferred Premium section of this Endorsement.

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

GENERAL ENDORSEMENT PROVISIONS**• Index Term Period**

The Index Term Period for the 1-Year Average Multiple Index Strategy shall be equal to one year. The initial Index Term Period shall be determined from the date on which the 1-Year Average Multiple 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 Average Multiple 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 11, 2006, the Index Term End Date for the 1-Year Average Multiple Index Strategy established on that date occurs on January 11, 2007.

• Strategy Value

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

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

The 1-Year Average Multiple Index Strategy may be reduced by any Premium Taxes as provided for in the Premium Taxes section of the Contract to which this Endorsement is attached.

• 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 Average Multiple Index Strategy on the Contract Date accumulated at an interest rate of [2.10%] per year; plus

GENERAL ENDORSEMENT PROVISIONS

2. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the Contract's other Strategies to the 1-Year Average Multiple Index Strategy accumulated at an interest rate of [2.10%] per year; minus
3. The Minimum Guaranteed Strategy Value associated with any Withdrawals from the Contract that are deducted from the 1-Year Average Multiple Index Strategy accumulated at an interest rate of [2.10%] per year; minus
4. The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Average Multiple Index Strategy to any of the Contract's other Strategies accumulated at an interest rate of [2.10%] per year.

The Minimum Guaranteed Strategy Value associated with any Transferred Premium that is transferred from the 1-Year Average Multiple Index Strategy to one of the 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 Average Multiple Index Strategy.
- (B) Is the total Strategy Value of the 1-Year Average Multiple Index Strategy.
- (C) Is the Minimum Guaranteed Strategy Value of the 1-Year Average Multiple Index Strategy.

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

- (A) Is the Strategy Value that is being transferred to the 1-Year Average Multiple 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 the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charges 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 the 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.

GENERAL ENDORSEMENT PROVISIONS

- **Interest Credits on the 1-Year Average Multiple Index Strategy**

On each Index Term End Date for the 1-Year Average Multiple Index Strategy, the Company will calculate Interest Credits, if any, which will be added to the 1-Year Average Multiple Index Strategy. **Interest Credits will be calculated and added to the 1-Year Average Multiple 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 Average Multiple Index Strategy shall be equal to the lesser of (1) or (2) where:

(1) Is equal to $D \times [((A \times E) + (B \times F) + (C \times G)) - H]$

(2) Is equal to $D \times [I - H]$

and where:

A = .50

B = .30

C = .20

D = The Strategy Value of the 1-Year Average Multiple Index Strategy as of the prior Index Term End Date after all transactions are recorded for that date, less any Withdrawals deducted from the 1-Year Average Multiple Index Strategy during the Index Term Period.

E = The Average Index Percentage Change for the best performing Index, of those Indices shown on Page 1 of this Endorsement, during the Index Term Period.

F = The Average Index Percentage Change for the second best performing Index, of those Indices shown on Page 1 of this Endorsement, during the Index Term Period.

G = The Average Index Percentage Change for the third best performing Index, of those Indices shown on Page 1 of this Endorsement, during the Index Term Period.

H = The Spread declared for the 1-Year Average Multiple Index Strategy on the prior Index Term End Date.

I = The Cap Rate declared for the 1-Year Average Multiple Index Strategy on the prior Index Term End Date.

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

GENERAL ENDORSEMENT PROVISIONS

If all or any part of the Strategy Value of the 1-Year Average Multiple 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.

- **Average Index Percentage Change**

On each Index Term End Date of the 1-Year Average Multiple Index Strategy, the Company will calculate an Average Index Percentage Change for each Index. The Average Index Percentage Change for each Index can be positive, zero or negative.

The Average Index Percentage Change for each Index on an Index Term End Date will be equal to $[(A - B) / B]$ where:

A = The Index Average on the Index Term End Date; and

B = The Index Price for the prior Index Term End Date.

In calculating the Average Index Percentage Change for the first Index Term Period of the 1-Year Average Multiple Index Strategy, the prior Index Term End Date shall be the Contract Date.

- **Index Average**

On each Index Term End Date of the 1-Year Average Multiple Index Strategy, the Company will calculate an Index Average for each Index. The Index Average for each Index shall be the average of the Index Prices for the 12 Index Dates each Index Term Period. Hypothetical example: Assume the Contract Date is January 26, 2005 and the Index Dates and the S&P 500 Index Prices for the initial Index Term Period are as follows:

<u>Index Date</u>	<u>Index Price</u>	<u>Index Date</u>	<u>Index Price</u>
02/26/05	1,211.37	08/26/05	1,212.37
03/26/05	1,171.42	09/26/05	1,215.29
04/26/05	1,162.10	10/26/05	1,196.54
05/26/05	1,190.01	11/26/05	1,268.25
06/26/05	1,191.57	12/26/05	1,268.66
07/26/05	1,229.03	01/26/06	1,264.68

The sum of the Index Prices is equal to 14,581.29. The Index Average for that Index Term Period is equal to 1,215.10 (14,581.29 divided by 12).

GENERAL ENDORSEMENT PROVISIONS

- **Index Price**

For any date, including the Contract Date or any Index Term End Date, the Index Price of each Index shall be the closing price of the Index on the day before such date. The closing price of each 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 Index Price used to calculate Interest Credits on the 1-Year Average Multiple Index Strategy. If the Index Price is not available for any date, then the Index Price used for that date will be the Index Price on the first preceding day for which the Index Price is available.

The Initial Index Price for each Index is shown on Page 1 of this Endorsement.

- **Index Date**

The Index Dates for the 1-Year Average Multiple Index Strategy are determined from the Contract Date for the first Index Term Period. For each Index Term Period thereafter, the Index Dates are determined from the Index Term End Date coinciding with the first day of each Index Term Period. An Index Date shall be established for each month following the month that contains either the Contract Date or an Index Term End Date. The 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 Index Dates. Hypothetical example: If the Contract Date or Index Term End Date for a particular Contract is January 26, 2006, the first Index Date for that Index Term Period occurs on February 26, 2006 and the 12th Index Date occurs on January 26, 2007.

- **Spread**

The Spread is used in the calculation of the Interest Credits for the 1-Year Average Multiple Index Strategy. The Initial Spread for the Initial Premium is shown on Page 1 of this Endorsement and is guaranteed for the first Index Term Period only. A new Spread will become effective on each Index Term End Date. The new Spread will be the Spread declared by the Company and in effect on the Index Term End Date. The Spread is guaranteed for one Index Term Period only and is guaranteed to never be more than the Maximum Guaranteed Spread shown on Page 1 of this Endorsement.

- **Cap Rate**

The Cap Rate is used in the calculation of the Interest Credits for the 1-Year Average Multiple Index Strategy. The Initial Cap Rate for the Initial Premium is shown on Page 1 of this Endorsement and is guaranteed for the first Index Term Period only. A new Cap Rate will become effective on each Index Term End Date. The new Cap Rate will be the Cap Rate declared by the Company 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 Guaranteed Cap Rate shown on Page 1 of this Endorsement.

GENERAL ENDORSEMENT PROVISIONS

- **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 prior to the date the Company receives the proof of death, as required by the Death Benefit section of the Contract to which this Endorsement is attached, to the date the Company receives the proof of death. The Death Benefit Interest Rate that will determine the interest credited to the Strategy Value is equal to the interest rate shown on Page 1 of this Endorsement. The Death Benefit Interest Rate is guaranteed for the life of the Contract. In the calculation of Interest Credits under this section of the Endorsement for the initial Index Term Period, the Index Term End Date prior to the date the Company receives the proof of death shall be the date on which the 1-Year Average Multiple Index Strategy was originally established.

- **Transferred Premium**

The Owner may elect, on each Index Term End Date, to transfer some or all of the value of the 1-Year Average Multiple Index Strategy to one or more of the 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, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Index Term End Date on which the transfer is to be made. The written request must specify the Strategies to which each transfer is to be made. The Owner 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 Average Multiple Index Strategy. The minimum amount that may remain in the 1-Year Average Multiple 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 Average Multiple Index Strategy, the entire Strategy Value of the 1-Year Average Multiple Index Strategy will be transferred. In this event, the Owner's original written request will be used as the basis for the transfer of the entire Strategy Value.

- **Withdrawals from the 1-Year Average Multiple Index Strategy**

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and 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 Average Multiple Index Strategy, the Owner 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 the Owner 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.

GENERAL ENDORSEMENT PROVISIONS

The minimum amount that may remain in the 1-Year Average Multiple 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 Average Multiple Index Strategy, the entire Strategy Value of the 1-Year Average Multiple Index Strategy must be withdrawn. A Withdrawal Charge and a Market Value Adjustment may apply to any amount withdrawn in excess of the Free Withdrawal amount. Any applicable Withdrawal Charges will be calculated in accordance with the provisions of the Contract to which this Endorsement is attached utilizing the Withdrawal Charge Rates shown on the Contract Data Page of the Contract. Any applicable Market Value Adjustment will be calculated in accordance with the provisions of the Market Value Adjustment Endorsement attached to the Contract.

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



Christopher J. Littlefield
President and CEO



Richard C. Cohan
Secretary

The Annuity is not sponsored, endorsed, sold or promoted by The Nasdaq Stock Market, Inc. or its affiliates (Nasdaq, with its affiliates, are referred to as the "Corporations"). The Corporations have not passed on the legality or suitability of, or the accuracy or adequacy of descriptions and disclosures relating to, the Annuity. The Corporations make no representation or warranty, express or implied to the owners of the Annuity or any member of the public regarding the advisability of investing in securities generally or in the Annuity particularly, or the ability of the Nasdaq-100 Index® to track general stock market performance. The Corporations' only relationship to Aviva Life and Annuity Company ("Licensee") is in the licensing of the Nasdaq®, Nasdaq-100®, and Nasdaq-100 Index® trademarks, and certain trade names of the Corporations and the use of the Nasdaq-100 Index® which is determined, composed and calculated by Nasdaq without regard to Licensee or the Annuity. Nasdaq has no obligation to take the needs of the Licensee or the owners of the Annuity into consideration in determining, composing or calculating the Nasdaq-100 Index®. The Corporations are not responsible for and have not participated in the determination of the timing of, prices at, or quantities of the Annuity to be issued or in the determination or calculation of the equation by which the Annuity is to be converted into cash. The Corporations have no liability in connection with the administration, marketing or trading of the Annuity.

THE CORPORATIONS DO NOT GUARANTEE THE ACCURACY AND/OR UNINTERRUPTED CALCULATION OF THE NASDAQ-100 INDEX® OR ANY DATA INCLUDED THEREIN. THE CORPORATIONS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE ANNUITY, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE NASDAQ-100 INDEX® OR ANY DATA INCLUDED THEREIN. THE CORPORATIONS MAKE NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE NASDAQ-100 INDEX® OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CORPORATIONS HAVE ANY LIABILITY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

"Dow Jones", and "The Dow Jones Industrial AverageSM" are service marks of Dow Jones & Company, Inc. Dow Jones has no relationship to Aviva Life and Annuity Company, other than the licensing of "The Dow Jones Industrial AverageSM" and its service marks for use in connection with certain of Aviva Life and Annuity Company's Annuity Products.

Dow Jones does *not*:

- Sponsor, endorse, sell or promote the Annuity Products.
- Recommend that any person invest in the Annuity Products or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of the Annuity Products.
- Have any responsibility or liability for the administration, management or marketing of the Annuity Products.
- Consider the needs of the Annuity Products or the owners of the Annuity Products in determining, composing or calculating "The Dow Jones Industrial AverageSM" or have any obligation to do so.

Dow Jones will not have any liability in connection with the Annuity Products. Specifically,

- **Dow Jones does not make any warranty, express or implied, and Dow Jones disclaims any warranty about:**
- **The results to be obtained by the Annuity Products, the owner of the Annuity Products or any other person in connection with the use of "The Dow Jones Industrial AverageSM" and the data included in "The Dow Jones Industrial AverageSM";**
- **The accuracy or completeness of "The Dow Jones Industrial AverageSM" and its data;**
- **The merchantability and the fitness for a particular purpose or use of "The Dow Jones Industrial AverageSM" and its data;**
- **Dow Jones will have no liability for any errors, omissions or interruptions in "The Dow Jones Industrial AverageSM" or its data;**
- **Under no circumstances will Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if Dow Jones knows that they might occur.**

The licensing agreement between Aviva Life and Annuity Company and Dow Jones is solely for their benefit and not for the benefit of the owners of the Annuity Products or any other third parties.

SERFF Tracking Number: AMER-128230339 State: Arkansas
 Filing Company: Aviva Life and Annuity Company State Tracking Number:
 Company Tracking Number: AMER-128230339
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: IYAMP (04/12) - Name Change
 Project Name/Number: IYAMP (04/12) - Name Change/AMER-128230339

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: NA		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: NA		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Life & Annuity - Acturial Memo		
Bypass Reason: NA		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: IA6 Contract		
Comments:		
Attachment: IA6.pdf		

	Item Status:	Status Date:
Satisfied - Item: IA10 Contract		
Comments:		
Attachment: IA10.pdf		

SERFF Tracking Number: AMER-128230339 State: Arkansas
Filing Company: Aviva Life and Annuity Company State Tracking Number:
Company Tracking Number: AMER-128230339
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: IYAMP (04/12) - Name Change
Project Name/Number: IYAMP (04/12) - Name Change/AMER-128230339

Item Status:

**Status
Date:**

Satisfied - Item: IA10B Contract

Comments:

Attachment:

IA10B.pdf

Item Status:

**Status
Date:**

Satisfied - Item: IA10I Contract

Comments:

Attachment:

IA10I.pdf

Flexible Premium Indexed Deferred Annuity Contract

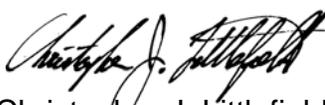
AVIVA LIFE AND ANNUITY COMPANY (hereinafter “the Company”) will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

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

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

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

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


Christopher J. Littlefield
President and CEO


Michael H. Miller
Secretary



Administrative Office: 611 5th Avenue P.O. Box 10433 Des Moines, IA 50306-0433 (888) 252-5530	Home Office: 611 5th Avenue Des Moines, IA 50309-1603 (800) 800-9882
--	--

INDEX OF CONTRACT PROVISIONS

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

INDEX OF CONTRACT PROVISIONS • Continued

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUES	
Interest Credits	12
Accumulated Value	12
Strategy Value	12
Cash Surrender Value	12
Withdrawal Charge	13
Minimum Guaranteed Contract Value	13
Withdrawals; Free Withdrawals	13-14
Required Minimum Distribution Withdrawals	14
Qualified Contract	15
Statements	15
Terminal Illness Waiver of Withdrawal Charges	15
Confinement Waiver of Withdrawal Charges	15-16
SETTLEMENT OPTIONS	
Election of Option	17
Settlement Options	17-18
• Option 1 - Life Annuity	17
• Option 2 - Life Annuity with Guaranteed Period	17
• Option 3 - Installment Refund Life Annuity	17
• Option 4 - Joint and Last Survivor Annuity	18
• Option 5 - Fixed Period Annuity	18
Annuity Tables	19-20

(THIS PAGE LEFT BLANK INTENTIONALLY)

CONTRACT DATA PAGE

Contract Data	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[01/10/2010]
Annuity Date:	[01/10/2035]
Initial Premium:	[\$25,000.00]
Maximum Renewal Premiums:	\$100,000.00 Per 12 Month Period

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	[9.00%]
2	[8.00%]
3	[7.00%]
4	[6.00%]
5	[4.70%]
6	[3.50%]

There are no Withdrawal Charges applicable after the 6th Contract Year or to amounts withdrawn that are less than or equal to the Contract's Free Withdrawal amount.

(THIS PAGE LEFT BLANK INTENTIONALLY)

CONTRACT DATA PAGE • Continued**Strategy Allocation Percentages on the Contract Date**

Fixed Strategy:	[100.00%]
1-Year Average Index Strategy:	[0.00%]
1-Year Point-to-Point Index Strategy:	[0.00%]
1-Year Monthly Cap Index Strategy:	[0.00%]

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

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

TABLE OF GUARANTEED MINIMUM VALUES

Contract Number: [Specimen]

Initial Premium: [\$25,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$22,862.50]
2	[23,200.00]
3	[23,425.00]
4	[23,650.00]
5	[23,942.50]
6	[24,212.50]
7	[25,000.00]
8	[25,000.00]
9	[25,000.00]
10	[25,000.00]
11	[25,000.00]
12	[25,000.00]
13	[25,218.08]
14	[25,495.47]
15	[25,775.92]
16	[26,059.45]
17	[26,346.10]
18	[26,635.90]
19	[26,928.89]
20	[27,225.10]
Age 95	[28,755.77]

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

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

GENERAL PROVISIONS

- **The Contract**

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

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

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

- **Authority to Change**

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

- **Incontestability**

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

- **Age and Sex**

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

- **Annuitant; Joint Annuitants**

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

GENERAL PROVISIONS

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

- **Owner**

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

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

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

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

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

- **Assignment**

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

- **Beneficiary**

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

GENERAL PROVISIONS

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

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

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

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

- **Designated Beneficiary**

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

GENERAL PROVISIONS

- **Annuity Date**

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the later of the Contract Anniversary following the Annuitant's age 95 or the 10th Contract Anniversary. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and before the Annuity Date, the Owner may change the Annuity Date by filing a signed written request with the Company. The Annuity Date may not be changed to a date earlier than six (6) years after the Contract Date of this Contract.

- **Proceeds**

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

- **Premium Taxes**

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

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

- **Terms of Annuity Payment**

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

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

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

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

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

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

GENERAL PROVISIONS

• **Death Benefit**

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

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

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

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

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

• **Death of Non-Owner Annuitant**

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

• **Distribution on Death of Owner**

• **Where Owner is not the Annuitant**

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

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual; and
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and

GENERAL PROVISIONS

3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

- **Where Owner is the Annuitant**

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

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

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

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

- **Conformity with Applicable Laws**

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Initial Premium**

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

- **Renewal Premiums**

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

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

- **Notification Date**

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

- **Business Day**

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

- **Allocation Percentages**

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Transferred Premium**

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

- **Strategies**

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

- **Interest Credits**

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

- **Accumulated Value**

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

- **Strategy Value**

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

- **Cash Surrender Value**

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

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

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Withdrawal Charge**

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

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

- **Minimum Guaranteed Contract Value**

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

- **Withdrawals; Free Withdrawals**

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

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges or Market Value Adjustments applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. During the first Contract Year, the Free Withdrawal amount will be equal to [5.00%] of the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year. After the first Contract Year, the Free Withdrawal amount will be equal to [10.00%] of the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year.

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

If the amount of a Withdrawal in any Contract Year exceeds the Free Withdrawal amount for that Contract Year, such excess Withdrawal will be subject to any applicable Withdrawal Charge and any applicable Market Value Adjustment. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to the Contract.

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Required Minimum Distribution Withdrawals**

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

Required Minimum Distributions for this Contract will be calculated under Internal Revenue Code Sections 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, including the Minimum Distribution Withdrawal Factors shown below.

In any Contract Year that the Owner is required to take a Required Minimum Distribution, the Owner may receive the greater of the Contract's Free Withdrawal amount for that Contract Year or the Owner's Required Minimum Distribution attributable to this Contract, which will not be subject to any applicable Withdrawal Charges or Market Value Adjustments. Any Required Minimum Distribution Withdrawal shall include and is not in addition to the Contract's Free Withdrawal amount.

Minimum Distribution Withdrawal Factors

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Qualified Contract**

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

- **Statements**

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

- **Terminal Illness Waiver of Withdrawal Charges**

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

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

Any payment made under this provision of the Contract will not be subject to any applicable Withdrawal Charges or Market Value Adjustments.

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

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

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

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

- **Confinement Waiver of Withdrawal Charges**

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

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

Any payment made under this provision of the Contract will not be subject to any applicable Withdrawal Charges or Market Value Adjustments.

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

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

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

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

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

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

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

SETTLEMENT OPTIONS

- **Election of Option**

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

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

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

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

- **Settlement Options**

This Contract will provide the following Settlement Options:

Option 1 - Life Annuity

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

Option 2 - Life Annuity with Guaranteed Period

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

Option 3 - Installment Refund Life Annuity

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

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

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

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

Option 5 - Fixed Period Annuity

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

SETTLEMENT OPTIONS

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

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

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

SETTLEMENT OPTIONS

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

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

**Option Five
Monthly Income Rates per \$1,000 of Proceeds**

Number Years	Monthly Payment
5	17.28
10	8.96
15	6.20
20	4.81
25	3.99
30	3.44

(THIS PAGE LEFT BLANK INTENTIONALLY)

- **Flexible Premium Indexed Deferred Annuity Contract**

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

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



Administrative Office:

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

Home Office:

611 5th Avenue
Des Moines, IA 50309-1603
(800) 800-9882

Flexible Premium Indexed Deferred Annuity Contract

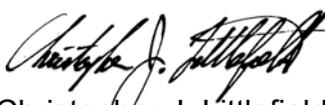
AVIVA LIFE AND ANNUITY COMPANY (hereinafter “the Company”) will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

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

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

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

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


Christopher J. Littlefield
President and CEO


Michael H. Miller
Secretary



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

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

INDEX OF CONTRACT PROVISIONS

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

INDEX OF CONTRACT PROVISIONS • Continued

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUES	
Interest Credits	12
Accumulated Value	12
Strategy Value	12
Cash Surrender Value	12
Withdrawal Charge	13
Minimum Guaranteed Contract Value	13
Withdrawals; Free Withdrawals	13-14
Required Minimum Distribution Withdrawals	14
Qualified Contract	15
Statements	15
Terminal Illness Waiver of Withdrawal Charges	15
Confinement Waiver of Withdrawal Charges	15-16
SETTLEMENT OPTIONS	
Election of Option	17
Settlement Options	17-18
• Option 1 - Life Annuity	17
• Option 2 - Life Annuity with Guaranteed Period	17
• Option 3 - Installment Refund Life Annuity	17
• Option 4 - Joint and Last Survivor Annuity	18
• Option 5 - Fixed Period Annuity	18
Annuity Tables	19-20

(THIS PAGE LEFT BLANK INTENTIONALLY)

CONTRACT DATA PAGE

Contract Data	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[01/10/2010]
Annuity Date:	[01/10/2030]
Initial Premium:	[\$25,000.00]
Maximum Renewal Premiums:	\$100,000.00 Per 12 Month Period

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	[9.60%]
2	[9.00%]
3	[8.00%]
4	[7.00%]
5	[6.00%]
6	[5.00%]
7	[4.00%]
8	[3.00%]
9	[2.00%]
10	[1.00%]
There are no Withdrawal Charges applicable after the 10th Contract Year or to amounts withdrawn that are less than or equal to the Contract's Free Withdrawal amount.	

(THIS PAGE LEFT BLANK INTENTIONALLY)

CONTRACT DATA PAGE • Continued**Strategy Allocation Percentages on the Contract Date**

Fixed Strategy:	[100.00%]
1-Year Average Index Strategy:	[0.00%]
1-Year Point-to-Point Index Strategy:	[0.00%]
1-Year Monthly Cap Index Strategy:	[0.00%]

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

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

TABLE OF GUARANTEED MINIMUM VALUES

Contract Number: [Specimen]

Initial Premium: [\$25,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$22,625.00]
2	[22,975.00]
3	[23,200.00]
4	[23,425.00]
5	[23,650.00]
6	[23,875.00]
7	[24,100.00]
8	[24,325.00]
9	[25,550.00]
10	[24,775.00]
11	[25,000.00]
12	[25,000.00]
13	[25,218.08]
14	[25,495.47]
15	[25,775.92]
16	[26,059.45]
17	[26,346.10]
18	[26,635.90]
19	[26,928.89]
20	[27,225.10]
Age 90	[27,225.10]

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

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

GENERAL PROVISIONS

- **The Contract**

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

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

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

- **Authority to Change**

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

- **Incontestability**

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

- **Age and Sex**

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

- **Annuitant; Joint Annuitants**

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

GENERAL PROVISIONS

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

● Owner

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

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

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

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

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

● Assignment

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

● Beneficiary

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

GENERAL PROVISIONS

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

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

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

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

- **Designated Beneficiary**

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

GENERAL PROVISIONS

● Annuity Date

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the later of the Contract Anniversary following the Annuitant's age 90 or the 10th Contract Anniversary. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and before the Annuity Date, the Owner may change the Annuity Date by filing a signed written request with the Company. The Annuity Date may not be changed to a date earlier than ten (10) years after the Contract Date of this Contract.

● Proceeds

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

● Premium Taxes

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

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

● Terms of Annuity Payment

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

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

● If there is one living Annuitant on the Annuity Date

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

● If there are two living Annuitants on the Annuity Date

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

GENERAL PROVISIONS

• **Death Benefit**

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

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

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

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

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

• **Death of Non-Owner Annuitant**

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

• **Distribution on Death of Owner**

• **Where Owner is not the Annuitant**

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

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual; and
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and

GENERAL PROVISIONS

3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

- **Where Owner is the Annuitant**

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

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

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

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

- **Conformity with Applicable Laws**

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Initial Premium**

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

- **Renewal Premiums**

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

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

- **Notification Date**

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

- **Business Day**

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

- **Allocation Percentages**

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Transferred Premium**

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

- **Strategies**

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

- **Interest Credits**

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

- **Accumulated Value**

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

- **Strategy Value**

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

- **Cash Surrender Value**

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

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

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Withdrawal Charge**

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

(A) Is the Accumulated Value.

(B) Is any Free Withdrawal amount available and remaining in the Contract Year.

(C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

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

- **Withdrawals; Free Withdrawals**

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

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges or Market Value Adjustments applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. During the first Contract Year, the Free Withdrawal amount will be equal to [5.00%] of the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year. After the first Contract Year, the Free Withdrawal amount will be equal to [10.00%] of the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year.

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

If the amount of a Withdrawal in any Contract Year exceeds the Free Withdrawal amount for that Contract Year, such excess Withdrawal will be subject to any applicable Withdrawal Charge and any applicable Market Value Adjustment. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to the Contract.

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **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 or Market Value Adjustments. Any Required Minimum Distribution Withdrawal shall include and is not in addition to the Contract's Free Withdrawal amount.

Minimum Distribution Withdrawal Factors

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Qualified Contract**

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

- **Statements**

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

- **Terminal Illness Waiver of Withdrawal Charges**

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

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

Any payment made under this provision of the Contract will not be subject to any applicable Withdrawal Charges or Market Value Adjustments.

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

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

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

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

- **Confinement Waiver of Withdrawal Charges**

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

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

Any payment made under this provision of the Contract will not be subject to any applicable Withdrawal Charges or Market Value Adjustments.

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

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

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

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

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

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

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

SETTLEMENT OPTIONS

- **Election of Option**

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

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

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

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

- **Settlement Options**

This Contract will provide the following Settlement Options:

Option 1 - Life Annuity

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

Option 2 - Life Annuity with Guaranteed Period

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

Option 3 - Installment Refund Life Annuity

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

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

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

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

Option 5 - Fixed Period Annuity

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

SETTLEMENT OPTIONS

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

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

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

SETTLEMENT OPTIONS

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

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

**Option Five
Monthly Income Rates per \$1,000 of Proceeds**

Number Years	Monthly Payment
5	17.28
10	8.96
15	6.20
20	4.81
25	3.99
30	3.44

(THIS PAGE LEFT BLANK INTENTIONALLY)

- **Flexible Premium Indexed Deferred Annuity Contract**

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

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



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

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

Flexible Premium Indexed Deferred Annuity Contract

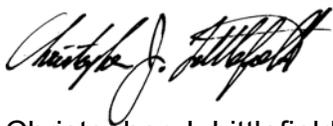
AVIVA LIFE AND ANNUITY COMPANY (hereinafter “the Company”) will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

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

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

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

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


Christopher J. Littlefield
President and CEO


Michael H. Miller
Secretary



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

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

INDEX OF CONTRACT PROVISIONS

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

INDEX OF CONTRACT PROVISIONS • Continued

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

CONTRACT DATA PAGE

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

Withdrawal Charge Rate Schedule	
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%]
There are no Withdrawal Charges applicable after the 10th Contract Year or to amounts withdrawn that are less than or equal to the Contract's Free Withdrawal amount.	

(THIS PAGE LEFT BLANK INTENTIONALLY)

CONTRACT DATA PAGE • Continued

Premium Bonus Recapture Charge Rate Schedule	
Contract Year	Rate
1	[7.40%]
2	[7.40%]
3	[7.40%]
4	[7.40%]
5	[7.40%]
6	[7.40%]
7	[7.40%]
8	[7.40%]
9	[5.30%]
10	[2.70%]

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

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

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

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

TABLE OF GUARANTEED MINIMUM VALUES

Contract Number: [Specimen]

Initial Premium: [\$25,000.00]

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

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

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

GENERAL PROVISIONS

- **The Contract**

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

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

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

- **Authority to Change**

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

- **Incontestability**

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

- **Age and Sex**

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

- **Annuitant; Joint Annuitants**

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

GENERAL PROVISIONS

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

- **Owner**

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

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

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

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

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

- **Assignment**

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

- **Beneficiary**

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

GENERAL PROVISIONS

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

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

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

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

- **Designated Beneficiary**

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

GENERAL PROVISIONS

- **Annuity Date**

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

- **Proceeds**

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

- **Premium Taxes**

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

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

- **Terms of Annuity Payment**

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

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

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

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

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

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

GENERAL PROVISIONS

• **Death Benefit**

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

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

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

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

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

• **Death of Non-Owner Annuitant**

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

• **Distribution on Death of Owner**

• **Where Owner is not the Annuitant**

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

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual; and
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and

GENERAL PROVISIONS

3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

- **Where Owner is the Annuitant**

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

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

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

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

- **Conformity with Applicable Laws**

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Initial Premium**

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

- **Renewal Premiums**

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

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

- **Premium Bonus**

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

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

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

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

- **Premium Bonus Percentage**

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

- **Notification Date**

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

- **Business Day**

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

- **Allocation Percentages**

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

- **Transferred Premium**

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Strategies**

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

- **Interest Credits**

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

- **Accumulated Value**

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

- **Strategy Value**

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

- **Cash Surrender Value**

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

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

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

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

- **Withdrawal Charge**

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Minimum Guaranteed Contract Value**

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

- **Withdrawals; Free Withdrawals**

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

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges or Market Value Adjustments applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. During the first Contract Year, the Free Withdrawal amount will be equal to [5.00%] of the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year. After the first Contract Year, the Free Withdrawal amount will be equal to the [10.00%] of the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year.

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

If the amount of a Withdrawal in any Contract Year exceeds the Free Withdrawal amount for that Contract Year, such excess Withdrawal will be subject to any applicable Withdrawal Charge and any applicable Market Value Adjustment. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to the Contract.

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Required Minimum Distribution Withdrawals**

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

Required Minimum Distributions for this Contract will be calculated under Internal Revenue Code Sections 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, including the Minimum Distribution Withdrawal Factors shown below.

In any Contract Year that the Owner is required to take a Required Minimum Distribution, the Owner may receive the greater of the Contract's Free Withdrawal amount for that Contract Year or the Owner's Required Minimum Distribution attributable to this Contract, which will not be subject to any applicable Withdrawal Charges or Market Value Adjustments. Any Required Minimum Distribution Withdrawal shall include and is not in addition to the Contract's Free Withdrawal amount.

Minimum Distribution Withdrawal Factors

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**• Qualified Contract**

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

• Statements

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

• Terminal Illness Waiver of Withdrawal Charges

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

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

Any payment made under this provision of the Contract will not be subject to any applicable Withdrawal Charges or Market Value Adjustments.

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

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

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

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

• Confinement Waiver of Withdrawal Charges

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

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

Any payment made under this provision of the Contract will not be subject to any applicable Withdrawal Charges or Market Value Adjustments.

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

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

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

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

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

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

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

SETTLEMENT OPTIONS

- **Election of Option**

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

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

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

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

- **Settlement Options**

This Contract will provide the following Settlement Options:

Option 1 - Life Annuity

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

Option 2 - Life Annuity with Guaranteed Period

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

Option 3 - Installment Refund Life Annuity

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

SETTLEMENT OPTIONS

Option 4 - Joint and Last Survivor Annuity

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

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

Option 5 - Fixed Period Annuity

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

SETTLEMENT OPTIONS

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

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

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

SETTLEMENT OPTIONS

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

Period Certain & Life

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

**Option Five
Monthly Income Rates per \$1,000 of Proceeds**

Number Years	Monthly Payment
5	17.28
10	8.96
15	6.20
20	4.81
25	3.99
30	3.44

(THIS PAGE LEFT BLANK INTENTIONALLY)

(THIS PAGE LEFT BLANK INTENTIONALLY)

- **Flexible Premium Indexed Deferred Annuity Contract**

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

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



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

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

Flexible Premium Indexed Deferred Annuity Contract

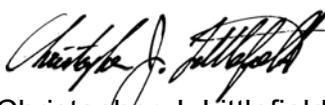
AVIVA LIFE AND ANNUITY COMPANY (hereinafter “the Company”) will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

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

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

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

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


Christopher J. Littlefield
President and CEO


Michael H. Miller
Secretary



Administrative Office: 611 5th Avenue P.O. Box 10433 Des Moines, IA 50306-0433 (888) 252-5530	Home Office: 611 5th Avenue Des Moines, IA 50309-1603 (800) 800-9882
--	--

INDEX OF CONTRACT PROVISIONS

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

INDEX OF CONTRACT PROVISIONS • Continued

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE	
Interest Credits	12
Accumulated Value	12
Strategy Value	12
Cash Surrender Value	12
Withdrawal Charge	13
Minimum Guaranteed Contract Value	13
Withdrawals; Free Withdrawals	13-14
Required Minimum Distribution Withdrawals	14
Qualified Contract	15
Statements	15
Terminal Illness Waiver of Withdrawal Charges	15
Confinement Waiver of Withdrawal Charges	15-16
SETTLEMENT OPTIONS	
Election of Option	17
Settlement Options	17-18
• Option 1 - Life Annuity	17
• Option 2 - Life Annuity with Guaranteed Period	17
• Option 3 - Installment Refund Life Annuity	17
• Option 4 - Joint and Last Survivor Annuity	18
• Option 5 - Fixed Period Annuity	18
Annuity Tables	19-20

(THIS PAGE LEFT BLANK INTENTIONALLY)

CONTRACT DATA PAGE

Contract Data	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[01/10/2010]
Annuity Date:	[01/10/2030]
Initial Premium:	[\$25,000.00]
Maximum Renewal Premiums:	\$100,000.00 Per 12 Month Period

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	[16.00%]
2	[15.00%]
3	[14.00%]
4	[13.00%]
5	[12.00%]
6	[11.00%]
7	[10.00%]
8	[8.00%]
9	[6.00%]
10	[4.00%]
There are no Withdrawal Charges applicable after the 10th Contract Year or to amounts withdrawn that are less than or equal to the Contract's Free Withdrawal amount.	

(THIS PAGE LEFT BLANK INTENTIONALLY)

CONTRACT DATA PAGE • Continued**Strategy Allocation Percentages on the Contract Date**

Fixed Strategy:	[100.00%]
1-Year Average Index Strategy:	[0.00%]
1-Year Point-to-Point Index Strategy:	[0.00%]
1-Year Monthly Cap Index Strategy:	[0.00%]

FOR THE FIRST CONTRACT YEAR, THE STRATEGY ALLOCATION PERCENTAGE WILL BE 100% TO THE FIXED STRATEGY. YOU CAN ELECT TO ALLOCATE PREMIUMS OR TRANSFERRED PREMIUMS TO ANY AVAILABLE STRATEGY AFTER THE FIRST CONTRACT YEAR.

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

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

TABLE OF GUARANTEED MINIMUM VALUES

Contract Number: [Specimen]

Initial Premium: [\$25,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$22,115.62]
2	[22,358.89]
3	[22,604.83]
4	[22,853.48]
5	[23,104.86]
6	[23,359.01]
7	[23,615.95]
8	[23,875.72]
9	[24,138.35]
10	[24,421.00]
11	[26,500.00]
12	[26,500.00]
13	[26,500.00]
14	[26,500.00]
15	[26,500.00]
16	[26,500.00]
17	[26,500.00]
18	[26,635.90]
19	[26,928.89]
20	[27,225.10]
Age 90	[27,225.10]

The values at left are calculated as defined in the Cash Surrender Value section of this Contract and are the guaranteed minimum values available. These values assume no Interest Credits after the first Contract Year, Renewal Premiums, Withdrawals, transfers or Premium Taxes and a Maximum Negative Market Value Adjustment. In the first Contract Year, these values assume interest is credited at the Initial Guaranteed Interest Rate stated in the Fixed Strategy Endorsement.

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

(THIS PAGE LEFT BLANK INTENTIONALLY)

GENERAL PROVISIONS

- **The Contract**

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

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

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

- **Authority to Change**

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

- **Incontestability**

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

- **Age and Sex**

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

- **Annuitant; Joint Annuitants**

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

GENERAL PROVISIONS

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

- **Owner**

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

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

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

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

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

- **Assignment**

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

- **Beneficiary**

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

GENERAL PROVISIONS

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

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

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

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

- **Designated Beneficiary**

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

GENERAL PROVISIONS

- **Annuity Date**

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the later of the Contract Anniversary following the Annuitant's age 90 or the 17th Contract Anniversary. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Proceeds**

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

- **Premium Taxes**

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

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

- **Terms of Annuity Payment**

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

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

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

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

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

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

GENERAL PROVISIONS

• **Death Benefit**

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

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

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

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

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

• **Death of Non-Owner Annuitant**

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

• **Distribution on Death of Owner**

• **Where Owner is not the Annuitant**

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

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual; and
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and

GENERAL PROVISIONS

3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

- **Where Owner is the Annuitant**

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

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

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

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

- **Conformity with Applicable Laws**

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Initial Premium**

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

- **Renewal Premiums**

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

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

- **Notification Date**

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

- **Business Day**

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

- **Allocation Percentages**

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Transferred Premium**

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

- **Strategies**

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

- **Interest Credits**

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

- **Accumulated Value**

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

- **Strategy Value**

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

- **Cash Surrender Value**

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

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

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **Withdrawal Charge**

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

(A) Is the Accumulated Value.

(B) Is any Free Withdrawal amount available and remaining in the Contract Year.

(C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

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

- **Withdrawals; Free Withdrawals**

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

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges or Market Value Adjustments applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. During the first Contract Year, the Free Withdrawal amount will be equal to [5.00%] of the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year. After the first Contract Year, the Free Withdrawal amount will be equal to [10.00%] of the Accumulated Value as of the Contract Anniversary on the first day of that Contract Year.

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

If the amount of a Withdrawal in any Contract Year exceeds the Free Withdrawal amount for that Contract Year, such excess Withdrawal will be subject to any applicable Withdrawal Charge and any applicable Market Value Adjustment. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to the Contract.

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

- **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 or Market Value Adjustments. Any Required Minimum Distribution Withdrawal shall include and is not in addition to the Contract's Free Withdrawal amount.

Minimum Distribution Withdrawal Factors

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**• Qualified Contract**

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

• Statements

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

• Terminal Illness Waiver of Withdrawal Charges

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

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

Any payment made under this provision of the Contract will not be subject to any applicable Withdrawal Charges or Market Value Adjustments.

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

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

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

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

• Confinement Waiver of Withdrawal Charges

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

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

PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

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

Any payment made under this provision of the Contract will not be subject to any applicable Withdrawal Charges or Market Value Adjustments.

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

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

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

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

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

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

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

SETTLEMENT OPTIONS

- **Election of Option**

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

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

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

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

- **Settlement Options**

This Contract will provide the following Settlement Options:

Option 1 - Life Annuity

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

Option 2 - Life Annuity with Guaranteed Period

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

Option 3 - Installment Refund Life Annuity

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

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

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

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

Option 5 - Fixed Period Annuity

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

SETTLEMENT OPTIONS

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

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

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

SETTLEMENT OPTIONS

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

Period Certain & Life

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

**Option Five
Monthly Income Rates per \$1,000 of Proceeds**

Number Years	Monthly Payment
5	17.28
10	8.96
15	6.20
20	4.81
25	3.99
30	3.44

(THIS PAGE LEFT BLANK INTENTIONALLY)

- **Flexible Premium Indexed Deferred Annuity Contract**

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

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



Administrative Office:

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

Home Office:

611 5th Avenue
Des Moines, IA 50309-1603
(800) 800-9882