

SERFF Tracking Number: NDPL-128353578 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number:  
Company Tracking Number: 2CABRH12  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: 2CABRH12  
Project Name/Number: 2CABRH12 /2CABRH12

## Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: 2CABRH12

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: NDPL-128353578 State: Arkansas

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

Co Tr Num: 2CABRH12

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Ben Warren, Jeff Heagel, Disposition Date: 06/06/2012

Megan Phillips, Megan Flynn Bickel

Date Submitted: 05/25/2012

Disposition Status: Approved-  
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: 2CABRH12

Project Number: 2CABRH12

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 06/06/2012

State Status Changed: 05/31/2012

Created By: Jeff Heagel

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Jeff Heagel

Filing Description:

Enclosed for your review and approval is our Chronic Illness Accelerated Death Benefit Rider, Form 2CABRH12.

This rider provides for an acceleration of a portion of the death benefit in advance of the death of the insured (or the last surviving insured on a last to die policy) should the insured (or the last surviving insured on a last to die policy) become Chronically Ill and it is expected that this condition is permanent as defined in the rider form. The benefit is payable upon all Eligibility Requirements being met per the rider form. The Policy's death benefit will be offset by the Accumulated Payout Balance which is the sum of the benefit payments, accrued interest, administrative charges, amounts used for pro-rata loan repayment and amounts assessed to keep the policy in force while On Claim per the Accumulated Payout Balance provision of the Rider. In no case will the amount accelerated be in excess of the policy death benefit.

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This rider is not intended to provide health, nursing home or long term care insurance nor is it intended to be a qualified long term care insurance contract under 7702B(b) of the Internal Revenue Code. The benefits paid under this rider are intended to be treated for federal tax purposes as accelerated death benefits under section 101(g)(1)(B) of the Code. This rider will not be marketed or sold as long term care insurance.

Sample policy data pages for this rider issued on both a single life product and a joint life product are included for your information under the Supporting Documentation tab.

This rider and the policy to which it is attached will be illustrated. Enclosed is an Illustration Actuary Certification.

This is an optional rider and may be elected at issue or after issue. The issue ages for this rider when added to a single life policy are ages 18-75 and when added to a joint life policy are ages 20-75.

This rider will be available with Form 2UHE11, Form 2EFE11, Form 2ECG10, Form 2UEG10 and Form 2JBB12 and future fully underwritten single and joint universal life products. The approval and tracking numbers for these forms are listed below:

FORM . . . . .	APPROVAL DATE. . . . .	TRACKING NUMBER
Form 2UHE11 . . . . .	03/14/2011 . . . . .	NDPL-127038887
Form 2EFE11. . . . .	03/08/2011. . . . .	NDPL-127012007
Form 2ECG10. . . . .	.06/14/2010. . . . .	NDPL-126601509
Form 2UEG10. . . . .	.06/15/2010. . . . .	NDPL-126620887
Form 2JBB12 . . . . .	.11/29/2011. . . . .	NDPL-127689433

Application Form 14530 2/07, previously approved by your department, will be used to apply for this rider when added to single life products. (approved on 08/28/2006)

Application Form 17949 (2/12), previously approved by your department, will be used to apply for this rider when added to joint life products. (SERFF Tracking # NDPL-127689433 approved on 11/29/2011)

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

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

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If you have any questions regarding this filing please call me at 515-342-6353 or e-mail me at jeff.heagel@avivausa.com.

State Narrative:

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

Aviva Life and Annuity Company	CoCode: 61689	State of Domicile: Iowa
7700 Mills Civic Parkway	Group Code: 44	Company Type:
West Des Moines, IA 50266-3862	Group Name:	State ID Number:
(800) 800-9882 ext. [Phone]	FEIN Number: 42-0175020	

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$50.00	05/25/2012	59442465

SERFF Tracking Number: NDPL-128353578

State: Arkansas

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State Tracking Number:

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TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Product Name: 2CABRH12

Project Name/Number: 2CABRH12 /2CABRH12

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/06/2012	06/06/2012
Approved-Closed	Linda Bird	05/31/2012	05/31/2012

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Chronic Illness Accelerated Death Benefit Rider	Jeff Heagel	06/05/2012	06/05/2012
Supporting Document	Explanation of Variability	Jeff Heagel	06/05/2012	06/05/2012
Form	Chronic Illness Accelerated Death Benefit Rider	Megan Phillips	05/30/2012	05/30/2012

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to Reopen	Note To Filer	Linda Bird	06/05/2012	06/05/2012
Request to Reopen	Note To Reviewer	Jeff Heagel	06/01/2012	06/01/2012

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## Disposition

Disposition Date: 06/06/2012

Implementation Date:

Status: Approved-Closed

Comment: Corrections made to the original submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: NDPL-128353578 State: Arkansas  
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 Project Name/Number: 2CABRH12 /2CABRH12

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Certifications		Yes
Supporting Document	Actuarial Memorandum		No
Supporting Document (revised)	Explanation of Variability		Yes
Supporting Document	Explanation of Variability	Replaced	Yes
Supporting Document	Illustration Actuary Certifications		Yes
Supporting Document	Sample Data Pages (filed for informational purposes only)		Yes
Supporting Document	Chronic Illness Disclosure at Acceleration (Filed for informational purposes only)		Yes
Form (revised)	Chronic Illness Accelerated Death Benefit Rider		Yes
Form	Chronic Illness Accelerated Death Benefit Replaced Rider		Yes
Form	Chronic Illness Accelerated Death Benefit Replaced Rider		Yes

SERFF Tracking Number: NDPL-128353578 State: Arkansas  
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## Disposition

Disposition Date: 05/31/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NDPL-128353578 State: Arkansas  
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Certifications		Yes
Supporting Document	Actuarial Memorandum		No
Supporting Document ( <i>revised</i> )	Explanation of Variability		Yes
Supporting Document	Explanation of Variability	Replaced	Yes
Supporting Document	Illustration Actuary Certifications		Yes
Supporting Document	Sample Data Pages (filed for informational purposes only)		Yes
Supporting Document	Chronic Illness Disclosure at Acceleration (Filed for informational purposes only)		Yes
Form ( <i>revised</i> )	Chronic Illness Accelerated Death Benefit Rider		Yes
Form	Chronic Illness Accelerated Death Benefit Replaced Rider		Yes
Form	Chronic Illness Accelerated Death Benefit Replaced Rider		Yes

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 Project Name/Number: 2CABRH12 /2CABRH12

**Amendment Letter**

Submitted Date: 06/05/2012

**Comments:**

After additional review of the submitted form, we discovered an error in the Accelerated Death Benefit Payment provision on page 5. I have attached the corrected submitted form 2CABRH12 and Statement of Variability.

Thank you very much for your continued review, and our sincere apologies again for the oversight.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
2CABRH12	Policy/Contract	Chronic Illness Certificate: Accelerated Amendment, Death Insert Benefit Rider Page, Endorsement or Rider	Initial				50.200	2CABRH12.pdf

**Supporting Document Schedule Item Changes:**

**User Added -Name: Explanation of Variability**

Comment:

Chronic Illness Rider EOV (Non Compact)- Final R6-1.pdf

*SERFF Tracking Number:* NDPL-128353578      *State:* Arkansas  
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*Product Name:* 2CABRH12  
*Project Name/Number:* 2CABRH12 /2CABRH12

**Note To Filer**

**Created By:**

Linda Bird on 06/05/2012 09:08 AM

**Last Edited By:**

Linda Bird

**Submitted On:**

06/05/2012 09:08 AM

**Subject:**

Request to Reopen

**Comments:**

Filing has been re-opened in order for correction to be made.

*SERFF Tracking Number:* NDPL-128353578                      *State:* Arkansas  
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*Product Name:* 2CABRH12  
*Project Name/Number:* 2CABRH12 /2CABRH12

**Note To Reviewer**

**Created By:**

Jeff Heagel on 06/01/2012 11:10 AM

**Last Edited By:**

Jeff Heagel

**Submitted On:**

06/01/2012 11:19 AM

**Subject:**

Request to Reopen

**Comments:**

After additional review of the submitted form, we discovered an error in the Accelerated Death Benefit Payment provision on page 5. We are requesting to reopen the filing in order to correct this error on the submitted form and EOv.

Thank you for your time in reviewing our submission, our apologies for this oversight.

SERFF Tracking Number: NDPL-128353578 State: Arkansas  
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 Product Name: 2CABRH12  
 Project Name/Number: 2CABRH12 /2CABRH12

**Amendment Letter**

Submitted Date: 05/30/2012

**Comments:**

After additional review of the submitted form, we discovered a typographical error in the second paragraph of page 4, point "a)" : "Residual Benefit Amount" should be "Residual Death Benefit amount". We have attached the corrected form for your review.

Thank you for your time, and our sincere apologies for this oversight.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
2CABRH12	Policy/Contract/Fraternal Illness Certificate: Accelerated Amendment, Death Insert Benefit Rider Page, Endorsement or Rider	Chronic	Initial				50.200	2CABRH12.pdf

SERFF Tracking Number: NDPL-128353578 State: Arkansas  
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 Company Tracking Number: 2CABRH12  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: 2CABRH12  
 Project Name/Number: 2CABRH12 /2CABRH12

## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	2CABRH12	Policy/Cont Chronic Illness ract/Fratern Accelerated Death al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.200	2CABRH12.p df



**AVIVA**

**Aviva Life and Annuity Company**

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

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

(Attached to and made a part of the policy)

Subject to the following terms and conditions, this Rider provides for an accelerated death benefit payment to you if the Insured becomes Chronically Ill. This Rider was added to your policy [at your request] [in consideration of the cost for this Rider] [and] [in consideration of the application received].

**DISCLOSURES**

**THE PAYMENT OF AN ACCELERATED DEATH BENEFIT AS PROVIDED UNDER THIS RIDER IS NOT MEANT TO CAUSE YOU TO INVOLUNTARILY ACCESS PROCEEDS ULTIMATELY PAYABLE TO THE BENEFICIARY. THEREFORE, BENEFITS UNDER THIS RIDER ARE NOT AVAILABLE IF:**

- A) YOU ARE REQUIRED BY LAW TO USE THIS BENEFIT TO MEET THE CLAIMS OF CREDITORS, WHETHER IN BANKRUPTCY OR OTHERWISE; OR**
- B) YOU ARE REQUIRED BY A GOVERNMENT AGENCY TO USE THIS BENEFIT IN ORDER TO APPLY FOR, OBTAIN OR OTHERWISE KEEP A GOVERNMENT BENEFIT OR ENTITLEMENT.**

**ALTHOUGH PAYMENTS MADE UNDER THIS RIDER GENERALLY ARE INTENDED TO QUALIFY FOR FAVORABLE TAX TREATMENT UNDER SECTION 101(g) OF THE INTERNAL REVENUE CODE, PAYMENTS UNDER THIS RIDER MAY BE TAXABLE. THE OWNER SHOULD CONSULT A COMPETENT TAX ADVISOR TO DETERMINE THE CURRENT TAX CONSEQUENCES BEFORE REQUESTING ANY ACCELERATED DEATH BENEFITS. THIS RIDER IS NOT INTENDED TO BE A HEALTH CONTRACT, QUALIFIED LONG TERM CARE INSURANCE CONTRACT UNDER SECTION 7702B(b) OF THE INTERNAL REVENUE CODE OR A NON-QUALIFIED LONG TERM CARE INSURANCE CONTRACT.**

**THE POLICY WILL REMAIN IN FORCE AFTER AN ACCELERATED DEATH BENEFIT IS PAID AND ANY ACCELERATION WILL NOT REDUCE THE AMOUNT OF MONTHLY CHARGES ASSESSED AGAINST YOUR ACCOUNT VALUE AND WILL HAVE NO EFFECT ON THE AMOUNT OF FUTURE PREMIUMS THAT MAY BE REQUIRED UNDER YOUR POLICY. THE CASH VALUE, ACCOUNT VALUE, LOAN VALUE, AND DEATH PROCEEDS PAYABLE WILL BE REDUCED BY ANY ACCUMULATED PAYOUT BALANCE DUE TO THE PAYMENT OF AN ACCELERATED DEATH BENEFIT UNDER THIS RIDER.**

**DEFINITIONS**

**Accumulated Payout Balance** means the sum of Payment Amounts adjusted as described in this Rider.

**Activities of Daily Living (ADL).** Each of the following is an Activity of Daily Living:

- [a)] [Bathing - the ability to wash oneself by sponge bath or in either a tub or shower; including the task of getting into or out of the tub or shower without Substantial Assistance from another individual.]**

- [b)] [**Continence** - the ability to maintain control of bowel or bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for a catheter or colostomy bag without Substantial Assistance from another individual.]
- [c)] [**Dressing** - the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs without Substantial Assistance from another individual.]
- [d)] [**Eating**- the ability to feed oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by feeding tube or intravenously without Substantial Assistance from another individual.]
- [e)] [**Toileting** - the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene without Substantial Assistance from another individual.]
- [f)] [**Transferring** - the ability to move into or out of a bed, chair or wheelchair without Substantial Assistance from another individual.]

**Certification Date** means the effective date for which the Insured is certified or recertified to be Chronically Ill in the written certification by a Licensed Physician.

**Certification Period** means the period during which the current certification of the Insured's Chronic Illness is in effect. The Certification Period begins on the Certification Date but will not include any days covered by a benefit payment made under this Rider during the prior Certification Period. Certification Periods cannot overlap and can cover periods less than a full year depending on when recertification is made.

**Chronically Ill or Chronic Illness** means that a Licensed Physician has certified in writing that the Insured has an illness or impairment, and that as a result of such illness or impairment, the Insured has met at least one of the following two conditions during the [90] consecutive calendar days immediately preceding such certification (and is expected to continue to meet at least one of such conditions afterwards permanently):

- a) the Insured is unable to perform without Substantial Assistance from another individual at least [two] Activities of Daily Living due to a loss of functional capacity; or
- b) the Insured requires Substantial Supervision to be protected from threats to health and safety due to Severe Cognitive Impairment.

The Insured will not be considered Chronically Ill unless the Certification Date in the written certification is within the prior 12 months.

**Insured** for purposes of this Rider means the Insured on a single life base policy or the last surviving Insured on a last survivor life base policy. This term does not include other persons covered under other riders.

**IRS Per Diem Limit** means the inflation adjusted dollar amount as defined by Internal Revenue Code (IRC) Section 7702B(d)(4) and (5) which generally is the maximum daily per diem benefit that can be received on account of the Insured's Chronic Illness without being subject to federal income taxation. The Internal Revenue Service (IRS) announces this limit for each calendar year.

**Licensed Physician** for purposes of this Rider means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State in which he/she performs such function or action as defined in IRC Section 101(g)(4)(D) and Section 1861(r)(1) of the Social Security Act. The Licensed Physician cannot be you, the Insured, a beneficiary or a member of your, the Insured's or a beneficiary's Immediate Family. Immediate Family means husband, wife, domestic partner, civil union partner, child, sibling, parent, grandparent, grandchild, cousin, aunt, uncle, niece, nephew and any of their spouses, domestic partners or civil union partners. State for purposes of this provision means each state of the United States of America, as well as the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, and American Samoa.

**Net Payment Amount** means the actual amount of a benefit payment you will receive under this Rider.

**On Claim** means that all Eligibility Requirements have been met and benefits under this Rider are actively being paid.

**Payment Amount** means the amount of accelerated death benefit payment deducted from the Eligible Amount and added to the Accumulated Payout Balance.

**Payment Period** is equal to the number of calendar days covered by a Payment Amount. A Payment Period cannot extend beyond the end of the Certification Period and can only cover full months.

**Remaining Eligible Amount** means the amount of death benefit available to accelerate after benefit payments under this Rider have started. It is equal to the Eligible Amount less unearned interest less the Accumulated Payout Balance.

**Severe Cognitive Impairment** means a deterioration or loss in intellectual capacity comparable to, and including, Alzheimer's disease and similar forms of irreversible dementia. This deterioration must be measured by clinical evidence and standardized tests which reliably measure impairment in:

- [a)] [short term or long term memory;]
- [b)] [orientation to people, places, or time;]
- [c)] [deductive or abstract reasoning;] [and]
- [d)] [judgment as it relates to safety awareness.]

**Substantial Assistance** means Hands-On Assistance and Standby Assistance. For this purpose, Hands-On Assistance means the physical assistance of another person without which the Insured would be unable to perform the Activity of Daily Living. Also, Standby Assistance means the presence of another person within arm's reach of the Insured that is necessary to prevent, by physical intervention, injury to the Insured while he or she is performing the Activity of Daily Living (such as being ready to catch the Insured if he or she falls while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from the Insured's throat if he or she chokes while eating).

**Substantial Supervision** means continual supervision (which may include cuing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Insured from threats to his or her health or safety (such as may result from wandering).

Additional terms not defined in this section, or elsewhere in this Rider, are explained elsewhere in your policy.

#### AMOUNT ELIGIBLE FOR ACCELERATION

[VARIABLE 1] Once the Eligibility Requirements are met, the Eligible Amount is calculated and set unless a withdrawal is taken from your policy or the Insured goes off claim. If a withdrawal is taken from your policy while On Claim, the Eligible Amount will be reduced by the same amount as the withdrawal.

We calculate the Eligible Amount based on your current cash value and  $(A+B)\%$  of the difference between your policy's current death benefit and current Account Value.

- Where:
- A = the currently declared Policy % which will never be less than the Minimum Policy % shown on the Policy Data Page for this Rider.
  - B = the currently declared Wellness % which will never be less than the Minimum Wellness % shown on the Policy Data Page for this Rider.

The Wellness % is only applicable if your policy includes the Wellness Benefits and Rewards Rider [(not available on last survivor life policies)] and the Insured has qualified for [level 2] Wellness Rewards in each completed qualification period prior to going On Claim. We will assume the Insured has met this requirement for the calculation of the Eligible Amount during the first [two] policy year[s].

The Minimum Policy % and Minimum Wellness % are shown in the Table of Minimum Policy and Wellness Percentages on the Policy Data Page for this Rider. We may declare higher percentages than those shown on the Policy Data Page for this Rider which would have the effect of increasing the Eligible Amount in the above calculation.

The Eligible Amount cannot exceed the lesser of:

- a) 100% of the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit) less the Residual Death Benefit amount, or
- b) the Eligible Amount Calculation Limit shown on the Policy Data Page for this Rider plus the current cash value.

### **ELIGIBILITY REQUIREMENTS**

To be eligible to receive the benefits under this Rider, all of the following Eligibility Requirements must be met:

- a) the Insured must be Chronically Ill; and
- b) your policy must have a positive Remaining Eligible Amount; and
- c) you must have a written certification from a Licensed Physician in a form acceptable to us, with a Certification Date within the prior 12 months and on file with us, that the Insured is Chronically Ill; and
- d) your policy must be in force other than as extended term or reduced paid up insurance, if available; and
- e) your policy must not be in the grace period; and
- f) your policy does not have an existing lien or similar offset as a result of a claim under any other rider attached to your policy that provides for the acceleration of the death benefit; and
- g) accelerated death benefits under this Rider must be approved by any irrevocable beneficiary or assignee; and
- h) if your policy is a last survivor life policy, we must receive written proof of the death of one insured.

In order to protect our interest, we also reserve the right to require consent from the Insured, the spouse of the Insured, other beneficiaries, or any person if, in our opinion, such person's consent is necessary.

### **LIMITATIONS AND EXCLUSIONS**

Benefits under this Rider will not be paid if the Chronic Illness resulted from illness, treatment or medical condition arising out of:

- [a)] [intentionally self-inflicted injuries;]
- [b)] [attempted suicide (sane or insane);] [or]
- [c)] [aviation (this exclusion applies only to non-fare-paying passengers).]

### **[RIDER COST**

There are no additional premiums or cost of insurance charges for this Rider.]

## ACCELERATED DEATH BENEFIT PAYMENT

If the Insured is Chronically Ill and all of the Eligibility Requirements are met, you can elect to receive benefits under this Rider. You may elect to receive benefit payments either monthly or as an annual lump sum. The Payment Amount is subject to the following limits:

The minimum Payment Amount will be the lesser of:

- a) [2%] of the Eligible Amount multiplied by the number of complete months within the Payment Period; or
- b) [\$1,000] multiplied by the number of complete months within the Payment Period.

In no event will the minimum Payment Amount be less than [2%] of the net cash value multiplied by the number of complete months within the Payment Period.

The maximum Payment Amount will be the lesser of:

- a) The IRS Per Diem Limit in effect at the beginning of a Payment Period multiplied by the exact number of days in that period; or
- b) [2%] of the Eligible Amount multiplied by the number of complete months within the Payment Period.

The Net Payment Amount is the amount you will receive. It is equal to  $A - (B + C)$  where:

- A is the Payment Amount;
- B is the Claim Processing Fee; and
- C is the Pro-Rata Loan Reduction, if any.

If processing the full Payment Amount results in the Accumulated Payout Balance exceeding the Eligible Amount, the Payment Amount will be reduced to not exceed the Eligible Amount.

If the sum of the Claim Processing Fee and Pro-Rata Loan Reduction exceeds the Payment Amount, to the extent allowable, the Claim Processing Fee will be deducted first, followed by the Pro-Rata Loan Reduction.

### **PAYMENT [FREQUENCY] [AND] [AMOUNT] [CHANGES]**

[You may change the frequency of your benefit payments. The change can only take effect at the beginning of a Certification Period. Your request to change the payment frequency must be received by us [verbally or] in writing no less than 30 days prior to the beginning of the next Certification Period.]

[You may change your Payment Amount. You can only make [[two] of these changes] in any given Certification Period and any such change is subject to the applicable Payment Amount limits defined above. If no change request is made, then the Payment Amount specified at time of claim will remain in effect subject to the limitations and conditions of this Rider. Your request to change the Payment Amount must be received by us [verbally or] in writing. The change will not be effective until the first Payment Period that begins following the date that is 5 business days after the date the request is received.]

The benefit payments under this Rider are paid to you or your estate while the Insured is living, unless the benefit has been otherwise assigned or designated by you.

If the Insured dies after you elect to receive benefit payments under this Rider but before any such benefits are received, the election shall be cancelled and the death benefit paid pursuant to the policy.

## **ACCUMULATED PAYOUT BALANCE**

The Accumulated Payout Balance is equal to the sum of:

- a) any Payment Amounts provided under this Rider; plus
- b) accrued interest on those amounts in a); plus
- c) amounts required to keep your policy in force and prevent it from entering the grace period due to a lack of net cash value while the Insured is On Claim, which amounts are considered benefit payments under this Rider; plus
- d) accrued interest on those amounts in c).

For the Accumulated Payout Balance up to the Account Value less any outstanding policy loans, interest will be at the same interest rate as the policy's Annually Declared Loan Rate as appropriate per your policy.

For the Accumulated Payout Balance in excess of the Account Value less any outstanding policy loans, interest accrues at a variable rate. We may change the variable interest rate once a year on the policy anniversary but it will not exceed the greatest of:

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

If applying the full amount of the interest charge would cause the Accumulated Payout Balance plus any outstanding loans to exceed the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit) less the Residual Death Benefit, then the Residual Death Benefit provision will apply.

No repayments of the Accumulated Payout Balance will be accepted.

## **TERMINATION OF PAYMENTS**

Your benefit payments under this Rider will terminate under any of the following conditions:

- [a)] [your [verbal or] written request to stop benefit payments;] [or]
- [b)] [when the Accumulated Payout Balance is equal to or greater than the Eligible Amount;] [or]
- [c)] [the Insured is no longer Chronically Ill.]

Termination of benefit payments does not terminate the Rider. Interest will continue to accrue on the Accumulated Payout Balance.

## **RESTART PAYMENTS**

If you previously requested to stop benefit payments and want to start receiving them again, all of the Eligibility Requirements must be met again.

If benefit payments are resumed, the Eligible Amount will be the lesser of:

- a) the Eligible Amount at the time of the previous benefit payment termination; or
- b) what the Eligible Amount would be if the resumption of benefit payments was treated as if it were the initial claim.

## **LAPSE PROTECTION**

On each monthly due date while a policy is On Claim, if the policy's net cash value is insufficient to complete the monthly processing, the following processing will occur instead:

- a) the Grace Period provision will not apply and the policy will remain inforce;
- b) a charge equal to the full monthly deduction will be added to the Accumulated Payout Balance; and
- c) the policy's Account Value, if any, will continue to accrue interest.

## RESIDUAL DEATH BENEFIT

When the death benefit defined in your policy less the Accumulated Payout Balance is first equal to or less than the Residual Death Benefit and there are no outstanding policy loans, this Residual Death Benefit provision will become active and the following changes to your policy will take place:

- a) no more payments will be made under this Rider;
- b) all riders other than this Rider will terminate; and
- c) no additional premium payments will be accepted.

The effect of this is that the net cash value of your policy will be equal to zero and any coverage provided cannot be surrendered.

No additional interest will accrue on the Accumulated Payout Balance under this Residual Death Benefit provision.

The Residual Death Benefit amount is shown on the Policy Data Page for this Rider. This Residual Death Benefit provision will apply until the death of the Insured.

If the policy has an outstanding loan balance greater than zero and the Accumulated Payout Balance plus any outstanding policy loans is equal to the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit), then no Residual Death Benefit will be available.

## IMPACT OF AN ACCELERATED DEATH BENEFIT PAYMENT ON YOUR POLICY

The death benefit defined in your policy will be offset by any Accumulated Payout Balance. Thus, your policy's death proceeds are reduced by the Accumulated Payout Balance. The Accumulated Payout Balance is not intended to reflect any indebtedness. Although the Accumulated Payout Balance does not reduce your cash value, your access to the net cash value of your policy through withdrawals or surrender, as defined in your policy, is limited to any excess of the net cash value over the Accumulated Payout Balance.

The payment of an accelerated death benefit under this Rider will have no effect on the amount of future premiums, cost of insurance charges, and expense charges that may be required under your policy.

## POLICY CHANGES WHEN ON CLAIM

The following changes will take place on your policy while it is On Claim:

- [a)] [if your policy is on Death Benefit Option 2, it will automatically be changed to Option 1 and will remain at that option until your policy terminates;]
- [b)] [no contractual policy changes will be allowed;]
- [c)] [any outstanding policy loans will be converted into an annually declared loan and be charged interest at the Annually Declared Loan Rate as stated in your policy;]
- [d)] [no new policy loans may be taken;] [and]
- [e)] [the ability to change the Loan Interest Option, if included in your policy, is not available after a claim is made under this Rider.]

## POLICY CHARGES

All policy charges as defined in your policy's Monthly Deduction provision will continue to be deducted from the Account Value while your policy is On Claim. This may result in your policy's Account Value being reduced to zero. For purposes of assessing cost of insurance and other charges under your policy, the policy's death benefit is not affected by the Accumulated Payout Balance.

**PRO-RATA LOAN REDUCTION**

If you have an outstanding policy loan at the time of claim under this Rider, we will use a portion of your benefit payment to reduce your policy loan on a pro rata basis.

The amount of loan repayment will be equal to  $A \times (B/C)$  where:

A is the amount of the outstanding policy loan.

B is the Payment Amount.

C is the Remaining Eligible Amount

**IMPACT ON LIFE PROTECTOR PAID UP RIDER/SURVIVOR LIFE PROTECTOR PAID UP RIDER**

If the benefits under a Life Protector Rider, if attached to your policy, become effective and the Remaining Eligible Amount is equal to or greater than zero, the following change is made to the Death Benefit under the Life Protector Rider. The Death Benefit under the Life Protector Rider will be maximum of:

- a) the Death Benefit as defined in the Life Protector Rider; and
- b) the sum of the Accumulated Payout Balance plus the amount of the outstanding policy loan.

[VARIABLE 2]

**CLAIMS****CLAIM REQUIREMENTS**

We must receive your written request for benefit payments under this Rider in a form acceptable to us. We will provide you with a claim form within 15 business days after receipt of your request. If we do not provide the claim form within 15 business days after receipt of your request and you provide a Licensed Physician's written certification that the Insured is Chronically Ill on another form which is acceptable to us, you will be considered to have complied with the requirements of this Rider as to proof of the Insured's medical condition.

Assuming all other conditions and limitations are met, a benefit payment can only be made if every day within the Payment Period is within 12 months from the most recent Certification Date of the Insured's Chronic Illness; therefore, recertification is required every 12 months.

We reserve the right to obtain, at any time, an additional opinion of the Insured's condition from a Licensed Physician that we designate at our expense. Should this opinion differ from that of the Insured's Licensed Physician the opinion of our Licensed Physician will prevail.

Prior to or concurrent with your election to receive benefit payments, you and any irrevocable beneficiary will be given a statement demonstrating the effect of these benefit payments on the cash value, death benefit, premium, cost of insurance charges, policy loans and the Accumulated Payout Balance under your policy.

We will pay interest on benefit payments as required by the law of the state in which the application was signed. Interest, if any, will be paid in a single lump sum for the period from the date all Eligibility Requirements are received by us to the date of the benefit payment.

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

**CLAIM PROCESSING FEE**

We reserve the right to assess a Claim Processing Fee for each benefit payment. The processing fee per payment will not be greater than the Maximum Claim Processing Fee as shown on the Policy Data Page for this Rider.

## GENERAL PROVISIONS

### COORDINATION WITH THE ACCELERATED BENEFIT RIDER

If your policy also contains the Accelerated Benefit Rider (or the Accelerated Benefit Rider Due to Terminal Condition in Pennsylvania) and you have already made a claim under that rider, you are not eligible to make a claim under this Rider. If you have not made a claim under the Accelerated Benefit Rider and you plan to make a claim under this Rider, you should consult your tax advisor as to which accelerated benefit rider better fits your particular situation. You can only receive benefits under one accelerated benefit rider under your policy.

### TERMINATION OF THE RIDER

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

- [a)] [when the policy terminates or matures;] [or]
- [b)] [if the Life Protector Rider, if attached to your policy, goes into effect;] [or]
- [c)] [the monthly due date following your written request to terminate this Rider, provided there is no outstanding Accumulated Payout Balance;] [or]
- [d)] [when the outstanding Accumulated Payout Balance exceeds the death proceeds of the policy;] [or]
- [e)] [when the Insured reaches attained age 121 or, in the case of a last survivor life policy, when the younger insured reaches attained age 121.]

Termination of the Rider will not affect the payment of benefits for any qualifying claim that occurred while this Rider was in force.

### REINSTATEMENT

If your policy lapsed due to non-payment of premium and you reinstate it according to the Reinstatement provision of your policy, this Rider can also be reinstated. If any benefit payments under this Rider were paid prior to lapse, any existing Accumulated Payout Balance under this Rider will be reinstated as well, including interest charges from the point of lapse to reinstatement.

### INCONTESTABILITY

The validity of this Rider will be based on the Incontestability provision of your policy.

### CONSTRUCTION

This Rider shall be construed to comply with the requirements of IRC section 101(g).

### EFFECTIVE DATE

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

[  ]

[Richard C. Cohan]  
[Secretary]

SERFF Tracking Number: NDPL-128353578

State: Arkansas

Filing Company: Aviva Life and Annuity Company

State Tracking Number:

Company Tracking Number: 2CABRH12

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Product Name: 2CABRH12

Project Name/Number: 2CABRH12 /2CABRH12

## Supporting Document Schedules

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachment:**

AR Readability Cert.pdf

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Application

**Comments:**

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

Application Form 17949 (2/12), approved by your Department on 11/29/2011, will also be used to apply for this rider.

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Certifications

**Comments:**

**Attachments:**

AR Reg 19 cert.pdf

AR Reg 49 cert.pdf

AR Reg 60 cert.pdf

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Actuarial Memorandum

**Comments:**

**Attachment:**

Aviva Chronic Care 2012 Act Memo 2CABRH12.pdf

**Item Status:**

**Status**

SERFF Tracking Number: NDPL-128353578 State: Arkansas  
Filing Company: Aviva Life and Annuity Company State Tracking Number:  
Company Tracking Number: 2CABRH12  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: 2CABRH12  
Project Name/Number: 2CABRH12 /2CABRH12

**Date:**

**Satisfied - Item:** Explanation of Variability  
**Comments:**  
**Attachment:**  
Chronic Illness Rider EOV (Non Compact)- Final R6-1.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Illustration Actuary Certifications  
**Comments:**  
**Attachments:**  
ABIV ILLUS ACT CERT 2CABRH12.pdf  
GUS ILLUS ACT CERT 2CABRH12.pdf  
ISUL II ILLUS ACT CERT 2CABRH12.pdf  
LifeStage UL ILLUS ACT CERT 2CABRH12.pdf  
LifeTime Builder III ILLUS ACT CERT 2CABRH12.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Sample Data Pages (filed for informational purposes only)

**Comments:**  
**Attachments:**  
CCABR Joint Data Pages without Charge.pdf  
CCABR Single Data Pages without Charge.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Chronic Illness Disclosure at Acceleration (Filed for informational purposes only)

**Comments:**  
**Attachment:**  
Chronic Illness Disclosure at Acceleration - Final for Filing.pdf

AR

**ARKANSAS READABILITY CERTIFICATION**

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

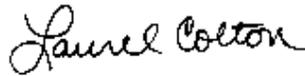
**FORM NUMBER  
AND NAME**

**FLESH SCORE**

2CABRH12 – Chronic Illness Accelerated Death Benefit Rider

50.2

**Aviva Life and Annuity Company**



**Laurel Colton, FLMI, ACS, AIRC  
Director, Life Product Compliance**

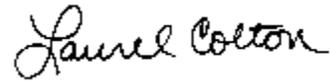
**5/23/2012  
Date**

**RD/CRT/AR**

**Arkansas Certification  
Regulation 19**

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

**Aviva Life and Annuity Company**



---

**Laurel Colton, FLMI, ACS, AIRC  
Director, Life Product Compliance**

**05/23/2012**

**Date**

**Form Numbers**

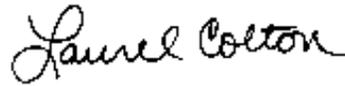
2CABRH12 – Chronic Illness Accelerated Death Benefit Rider

## **Regulation 19**

**Arkansas Certification  
Regulation 49**

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

**Aviva Life and Annuity Company**



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**Laurel Colton, FLMI, ACS, AIRC  
Director, Life Product Compliance**

**05/23/2012**

**Date**

**Form Numbers**

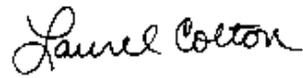
2CABRH12 – Chronic Illness Accelerated Death Benefit Rider

## **Regulation 49**

**Arkansas Certification  
Regulation 60**

**I certify that this submission meets the provisions of Arkansas Rule and Regulation 60.**

**Aviva Life and Annuity Company**



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**Laurel Colton, FLMI, ACS, AIRC  
Director, Life Product Compliance**

**05/23/2012**

**Date**

**Form Numbers**

2CABRH12 – Chronic Illness Accelerated Death Benefit Rider

## **Regulation 60**

**AVIVA Life and Annuity Company**

**Explanation of Variable Material  
Chronic Illness Accelerated Death Benefit Rider  
Form 2CABRH12**

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

<b>PAGE 1</b>	<b>EXPLANATION OF VARIABILITY</b>	<b>NUMERIC RANGE</b>
Company Home Office Address, Administrative Office Address and Phone Number	These items are marked as variable to enable us to update the rider without refiling should any of these items change in the normal course of business. Any such changes to the Company address will be submitted to the Department as an informational filing.	<b>N/A</b>
This Rider was added to your policy [at your request] [in consideration of the cost for this Rider] [and] [in consideration of the application received].	<p>Currently, there is no cost to the rider. If there is a cost to the rider, it would only apply to new issues.</p> <p>If there is no cost of insurance charge and the rider is optional: "This Rider was added to your policy at your request in consideration of the application received."</p> <p align="center"><b>OR</b></p> <p>If there is no cost of insurance charge and the rider is automatically added to all policies: "This Rider was added to your policy in consideration of the application received."</p> <p align="center"><b>OR</b></p> <p>If there is a cost of insurance charge: "This Rider was added to your policy at your request in consideration of the cost for this Rider and in consideration of the application received."</p>	<b>N/A</b>
<b>Bathing</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>PAGE 2</b>		
<b>Contenance</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>Dressing</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>Eating</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>Toileting</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>

<b>Transferring</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>Chronically Ill or Chronic Illness</b> - ...[90] consecutive calendar days...	The number of days may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>90 – any new IRS definition</b>
<b>Chronically Ill or Chronic Illness</b> - ... at least <b>[two]</b> Activities of Daily Living due to a loss of functional capacity.	The number of ADL's may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>two – any new IRS definition</b>
<b>PAGE 3</b>		
<b>Severe Cognitive Impairment</b> - ...[a)] [Short term or long term memory; [b)] [orientation to people, places, or time]; [c)] [deductive or abstract reasoning;] [and] [d)] [judgment as it relates to safety awareness.]	The number or definition of the measures of impairment may change as future advances in the study of deterioration or loss in intellectual capacity lead to clarification on the measurement standards. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>Amount Eligible for Acceleration Section – VARIABLE 1</b>	Currently there is no cost of insurance charge for the rider so nothing will print. If there is a cost to the rider, it would only apply to new issues.  <b>OR</b> If there is a cost of insurance charge for the rider. “The Eligible Amount for purposes of this Rider is calculated on each monthly due date until the Eligibility Requirements are met.”	<b>N/A</b>
The Wellness% is only applicable if your policy includes the Wellness Benefits and Rewards Rider <b>[(not available on last survivor life policies)]</b> and the Insured has qualified for [level 2] Wellness Rewards in each completed qualification period prior to going On Claim.	Currently, we do not have the Wellness Benefits and Rewards Rider available on our last survivor life policies; however, if we have this Rider available on our last survivor life policies in the future, “(not available on last survivor life policies)” will not print. This change would only apply to new issues.	<b>N/A</b>
The Wellness% is only applicable if your policy includes the Wellness Benefits and Rewards Rider and the Insured has qualified for <b>[level 2]</b> Wellness Rewards in each completed qualification period prior to going On Claim.	The Company may choose to include the Wellness% as part of the Eligible Amount calculation for policies that qualify for level 1 rewards. This would be only for new issues going forward. The sentence would then read:  “The Wellness% is only applicable if your policy includes the Wellness Benefits and Rewards Rider and the Insured has qualified for level 1 Wellness Rewards in each completed qualification period prior to going On Claim.”	<b>N/A</b>
We will assume the Insured has met this requirement for the calculation of the Eligible Amount during the first [two] policy year[s].	The Company may change the number of years in the assumption of meeting the Eligible Amount. If we change to one year, nothing will print. Any change would only apply to new issues.	<b>Two to Five</b>
<b>PAGE 4</b>		
<b>Limitations and Exclusions</b> - ...[a)] [intentionally self-inflicted injuries]; [b)] [attempted suicide (sane or insane);] [or] [c)] [aviation (this exclusion applies only to non-fare-paying passengers).]	The number or definition of the limitations and exclusions may change based on future risks and/or the design of future products this rider may be added to. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>

RIDER COST provision	<p>This section will vary based on if there is a cost of insurance charge for this rider or not. At launch we do not plan to have a cost for this rider and this provision will print as follows:</p> <p>“There are no additional premiums or cost of insurance charges for this Rider. “</p> <p style="text-align: center;"><b>OR</b></p> <p>If in the future, we need to charge for this rider, this provision will print as below. Any change requiring a cost for this rider will be for new issues only.</p> <p>“The cost for this Rider is assessed monthly. This cost will be included in the monthly deduction from the policy’s Account Value and will not be assessed after this Rider is terminated.</p> <p>We calculate the monthly cost for this Rider as <math>A \times (B - C) / 1000</math> where:</p> <p>A is the currently declared Monthly Rider Rate per \$1,000 which will never be more than the Maximum Monthly Rider Rate per \$1,000 shown on the Policy Data Page for this Rider.</p> <p>B is the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit) divided by the Interest Factor shown on the Policy Data Page.</p> <p>C is the policy’s Account Value.</p> <p>However, in no event will B - C above be greater than the current Eligible Amount.</p> <p>The Maximum Monthly Rider Rate per \$1,000 is shown on the Policy Data Page for this Rider. We may charge a rate that is less than the Maximum Monthly Rider Rate.”</p>	N/A
<b>PAGE 5</b>		
<p><b>ACCELERATED DEATH BENEFIT PAYMENT –</b> The minimum Payment Amount will be ... a) [2%] of the Eligible Amount multiplied by the number of complete months within the Payment Period; ...</p>	This is the percentage of the Eligible Amount used in the calculation of the minimum Payment Amount. This percentage is set by the company based on competitive positioning and the average life expectancy of insureds after claim. The percentage may vary on new issues of the rider but will not change on in-force issues.	1% - 4%
<p><b>ACCELERATED DEATH BENEFIT PAYMENT –</b> The minimum Payment Amount will be .... b) [\$1,000] multiplied by the number of complete months within the Payment Period.</p>	This is the dollar amount used in the calculation of the minimum Payment Amount. This amount is set by the company based on expense considerations. This dollar amount may vary on new issues of the rider but will not change on in-force issues.	\$500 - \$2,000
<p><b>ACCELERATED DEATH BENEFIT PAYMENT –</b> In no event will the minimum Payment Amount be less than [2%] of the net cash value multiplied by the number of complete months within the Payment Period.</p>	This is the percentage of the net cash value used in the calculation of the minimum Payment Amount. This percentage is set by the company based on competitive positioning and the average life expectancy of insureds after claim. The percentage may vary on new issues of the rider but will not change on in-force issues.	1% - 4%

<p><b>ACCELERATED DEATH BENEFIT PAYMENT</b> -The maximum Payment Amount will be ...</p> <p>b) [2%] of the Eligible Amount multiplied by the number of complete months within the Payment Period; or ...</p>	<p>This is the percentage of the Eligible Amount used in the calculation of the maximum Payment Amount. This percentage is set by the company based on competitive positioning and the average life expectancy of insureds after claim. The percentage may vary on new issues of the rider but will not change on in-force issues.</p>	<p><b>1% - 4%</b></p>
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<p><b>Payment Frequency and Amount Changes</b></p>	<p>Currently, the Company is allowing changes in both the payment frequency and payment amount. Under this scenario the bracketed language in this provision will print as:</p> <p><b>“ PAYMENT FREQUENCY AND AMOUNT CHANGES</b></p> <p>You may change the frequency of your benefit payments. The change can only take effect at the beginning of a Certification Period. Your request to change the payment frequency must be received by us [verbally or] in writing no less than 30 days prior to the beginning of the next Certification Period.</p> <p>You may change your Payment Amount. You can only make [[two] of these changes] in any given Certification Period and any such change is subject to the applicable Payment Amount limits defined above. If no change request is made, then the Payment Amount specified at time of claim will remain in effect subject to the limitations and conditions of this Rider. Your request to change the Payment Amount must be received by us [verbally or] in writing. The change will not be effective until the first Payment Period that begins following the date that is 5 business days after the date the request is received.”</p> <p style="text-align: center;"><b>OR</b></p> <p>If the Company determines that changes to the payment frequency are not feasible, the language below will print. Any change will be for new issues only.</p> <p><b>“ PAYMENT AMOUNT CHANGES</b></p> <p>You may change your Payment Amount. You can only make [[two] of these changes] in any given Certification Period and any such change is subject to the applicable Payment Amount limits defined above. If no change request is made, then the Payment Amount specified at time of claim will remain in effect subject to the limitations and conditions of this Rider. Your request to change the Payment Amount must be received by us [verbally or] in writing. The change will not be effective until the first Payment Period that begins following the date that is 5 business days after the date the request is received.”</p> <p style="text-align: center;"><b>OR</b></p> <p>If the Company determines that changes to the payment amount are not feasible, the language below will print. Any change will be for new issues only.</p> <p><b>“ PAYMENT FREQUENCY CHANGES</b></p> <p>You may change the frequency of your benefit payments. The change can only take effect at the beginning of a Certification Period. Your request to change the payment frequency must be received by us [verbally or] in writing no less than 30 days prior to the beginning of the next Certification Period. “</p> <p style="text-align: center;"><b>OR</b></p> <p>If the Company determines that both changes to the payment frequency and payment amount are not feasible, the provision heading below will print but neither bracketed paragraph will print. Any change will be for new issues only.</p> <p><b>“ PAYMENT”</b></p>	<p><b>N/A</b></p>
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<p><i>Payment Frequency and Amount Changes, 1<sup>st</sup> paragraph -</i> Your request to change the payment frequency must be received by us <b>[verbally or]</b> in writing ....</p>	<p>The Company may change the communication method for accepting changes to the payment frequency based on future technology both internal and external. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.</p>	<p><b>N/A</b></p>
<p><i>Payment Frequency and Amount Changes, 2<sup>nd</sup> paragraph -</i> You can only make <b>[[two] of these changes]</b> in any given Certification Period ...</p>	<p>Currently, the Company will allow two change to the payment amount in any given Certification Period.</p> <p style="text-align: center;"><b>OR</b></p> <p>The Company may increase the number of allow changes in which case [two] will be replace by the new number of allowable changes. Any change will only apply for new issues of the rider.</p> <p style="text-align: center;"><b>OR</b></p> <p>The Company may decrease the number of allow changes to one, in which <b>[[two] of these changes]</b> will be replace by <b>[one such change]</b>. Any change will only apply for new issues of the rider.</p>	<p><b>One - four</b></p>
<p><i>Payment Frequency and Amount Changes, 2<sup>nd</sup> paragraph -</i> Your request to change the Payment Amount must be received by us <b>[verbally or]</b> in writing.</p>	<p>The Company may change the communication method for accepting changes to the payment amount based on future technology both internal and external. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.</p>	<p><b>N/A</b></p>
<b>PAGE 6</b>		
<p><i>Termination of Payments -</i> Your benefit payments under this Rider will terminate under any of the following conditions. [a] [your [verbal or] written request to stop benefit payments;] [or] [b] [when the Accumulated Payout Balance is equal to or greater than the Eligible Amount;] [or] [c] [the Insured is no longer Chronically III.]</p>	<p>The number and terms of the circumstances under which benefit payment under this rider terminate may change based on future risks and/or the design of future products or riders that this rider may be issued with. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.</p>	<p><b>N/A</b></p>
<p><i>Termination of Payments -</i> Your benefit payments under this Rider will terminate under any of the following conditions. [a] [your <b>[verbal or]</b> written request to stop benefit payments;] ...</p>	<p>The Company may change the communication method for accepting changes to the payment frequency based on future technology both internal and external. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.</p>	<p><b>N/A</b></p>
<b>PAGE 7</b>		

<p><b>Policy Changes When On Claim -</b> The following changes will take place ... [a)] [if your policy is on Death Benefit Option 2, it will automatically be changed to Option 1 and will remain at that option until your policy terminates;] [b)] [no contractual policy changes will be allowed;] [c)] [any outstanding policy loans will be converted into an annually declared loan and be charged interest at the Annually Declared Loan Rate as stated in your policy;] [d)] [no new policy loans may be taken;] [and] [e)] [the ability to change the Loan Interest Option, if included in your policy, is not available after a claim is made under this Rider.]</p>	<p>The number or types of change to the policy while On Claim may change based on future risks and/or the design of future products or riders that this rider may issued with. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOv.</p>	<p><b>N/A</b></p>
<b>PAGE 8</b>		
<p><b>VARIABLE 2</b></p>	<p>Currently there is no cost of insurance charge for the rider nothing will print. If there is a cost to the rider, it would only apply to new issues.</p> <p style="text-align: center;"><b>OR</b></p> <p>If there is a cost of insurance charge for the rider. <b>“Impact on No Lapse Guarantee Rider</b> If your policy includes the No Lapse Guarantee Rider (or the Death Benefit Guarantee Rider in Illinois) or a No Lapse Guarantee provision ( or a Death Benefit Guarantee provision in Illinois), the NLG Monthly Rider Charges used in calculating the NLG Value will include a charge for this Rider. This charge will be equal to the monthly cost as shown in the Table of NLG Monthly Rider Charges on the Policy Data Page.”</p>	<p><b>N/A</b></p>
<b>PAGE 9</b>		
<p><b>Termination of the Rider -</b> This Rider will terminate on the earliest of ... [a)] [when the policy terminates or matures;] [or] [b)] [if the Life Protector Rider, if attached to your policy, goes into effect;] [or] [c)] [the monthly due date following your written request to terminate this Rider, provided there is no outstanding Accumulated Payout Balance;] [or] [d)] [when the outstanding Accumulated Payout Balance exceeds the death proceeds of the policy;] [or] [e)] [when the Insured reaches attained age 121 or, in the case of a last survivor life policy, when the younger insured reaches attained age 121.]</p>	<p>The number or definition of the terminating events may change based on the design of future products or riders this rider may be issued with. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOv.</p>	<p><b>N/A</b></p>
<p><b>Officer Title and Signature</b></p>	<p>This will change in the event that the officer or title of the officer of the company is changed. In the event of title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.</p>	<p><b>N/A</b></p>

Data Pages	EXPLANATION	NUMERIC RANGE
Chronic Illness Accelerated Death Benefit Rider	<p>On single life policies, if the owner elected to add this rider to the policy or if the rider is automatically added by the company, the following line will print.</p> <p>Chronic Illness Accelerated Death Benefit Rider N/A Death of Insured</p> <p style="text-align: center;"><b>OR</b></p> <p>On last survivor life policies, if the owner elected to add this rider to the policy or if the rider is automatically added by the company, the following line will print.</p> <p>Chronic Illness Accelerated Death Benefit Rider N/A Second Death</p>	N/A
Residual Death Benefit	This is the minimum death benefit amount available after all available accelerated benefits are paid and the policy does not have an outstanding loan. The amount is set by the company based on competitive considerations. The Residual Death Benefit may vary on new issues of the rider but will not change on in-force issues.	<b>\$5,000 - \$100,000</b>
Maximum Claim Processing Fee per payment	The guaranteed maximum claim processing fee charged per payment. This fee is based on the company's cost to process a claim. The guaranteed fee may vary on new issues of the rider but will not change on in-force issues.	<b>\$25 - \$300</b>
Eligible Amount Calculation Limit	The dollar amount used in the calculation of the maximum Eligible Amount. This amount is set by the company based on the company's risk appetite for this benefit. It is the same for all new issues of the rider. The Eligible Amount Calculation Limit may vary on new issues of the rider but will not change on in-force issues.	<b>\$100,000 - \$2,000,000</b>
<i>Table of Minimum Policy and Wellness – Policy Years</i>	The number of years the Chronic Illness Accelerated Death Benefit Rider may be in force. This is dependent on the John Doe information of the particular policy issued.	<b>1 - 104</b>
<i>Table of Minimum Policy and Wellness - Percentages Minimum Policy %</i>	The lowest guaranteed rates that the Insurer will apply to calculate the policy component (A) of the Eligible Amount formula. They will vary by gender, underwriting class, and attained age at claim. The Policy % may vary on new issues of the rider but will not change on in-force issues.	<b>0% - 100%</b>

<p>Table of Minimum Policy and Wellness - Percentages Minimum Wellness%</p>	<p>If the policy includes the Wellness Benefits and Rewards Rider, these are the lowest guaranteed rates that the Insurer will apply to calculate the wellness component (B) of the Eligible Amount formula. They will vary by gender, underwriting class, and attained age at claim. The Wellness % may vary on new issues of the rider but will not change on in-force issues.</p> <p style="text-align: center;"><b>OR</b></p> <p>The Wellness % is only applicable on policies that include the Wellness Benefits and Rewards Rider therefore N/A will print in this column if:</p> <ol style="list-style-type: none"> <li>1) the particular policy being issued does not include the Wellness Rider; or</li> <li>2) the base policy is a last survivor life policy.</li> </ol>	<p><b>0% - 20%</b></p>
<p>Table of Monthly Maximum Rider Rates per \$1,000 (for Single Life policies)</p>	<p>This table (as shown in Appendix A) will print on a single life policy only if the Rider includes a cost of insurance charge. These are the highest guaranteed rates that the Insurer will apply to calculate the monthly cost of this rider. These rates are obtained by calculating the expected cost of the benefit using the impaired mortality and morbidity assumptions used within the pricing of the benefit. They may vary on new issues of the rider but will not change on in force issues of the same attained age, gender and underwriting class. The Table of Monthly Maximum Rider Rates per \$1,000 will vary based upon the attained age, gender and underwriting class of each insured.</p>	<p><b>0.00 to 8.33333</b></p>
<p>Table of NLG Monthly Rider charges</p>	<p>If the Rider includes a cost of insurance charge and the policy includes a shadow fund type of No Lapse Guarantee, the line [Chronic Illness Accelerated Death Benefit Rider [\$XX.XX]] will print in the Table of NLG Monthly Rider charges with the appropriate charge. Sample shown in Appendix B.</p>	<p><b>N/A</b></p>
<p>Table of NLG Monthly Rider charges Chronic Illness Accelerated Death Benefit Rider Charge</p>	<p>If the Rider includes a cost of insurance charge and the policy includes a shadow fund type of No Lapse Guarantee, this is the monthly charge that will be deducted from the shadow account. This charge varies by issue age, gender and underwriting class. The monthly charge may vary on new issues of the rider but will not change on in-force issues. Sample shown in Appendix B.</p>	<p><b>0.00 to unlimited due to unlimited face amount</b></p>

<p>VARIABLE 3 (for Joint Life policies)</p>	<p>Currently there is no cost of insurance charge for the rider nothing will print.</p> <p style="text-align: center;"><b>OR</b></p> <p>If there is a cost of insurance charge for the rider. The statement [Monthly Maximum Rider Rate per \$1,000 [[X.XXXXX]] Including the appropriate rate will print on the Data Page for a joint life policy only if the Rider includes a cost of insurance charge. This is the highest guaranteed rates that the Insurer will apply to calculate the monthly cost of the rider. These rates are obtained by calculating the expected cost of the benefit using the impaired mortality and morbidity assumptions used within the pricing of the benefit. They may vary on new issues of the rider but will not change and in force issues of the same joint equal age. The Monthly Maximum Rider Rate per \$1,000 will vary based upon the joint equal age with is calculated using the issue age, gender and underwriting class of each insured.</p>	<p><b>N/A</b></p> <p><b>0.00 to 8.33333</b></p>
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**Appendices to the Explanation of Variable Material  
Chronic Illness Accelerated Death Benefit Rider  
Form 2CABRH12**

**APPENDIX A****[POLICY DATA PAGE (continued)]**

POLICY NUMBER: [ AVIVA CABR ]  
INSURED: [ JOHN DOE ]

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER  
TABLE OF MONTHLY MAXIMUM RIDER RATES PER \$1,000**

<b>POLICY YEAR</b>	<b>POLICY RATE</b>	<b>POLICY YEAR</b>	<b>RATE</b>
[ 1	0.01367	34	0.05342
2	0.01467	35	0.05342
3	0.01592	36	0.05342
4	0.01725	37	0.05475
5	0.01858	38	0.05933
6	0.01917	39	0.06742
7	0.01942	40	0.07983
8	0.02092	41	0.07983
9	0.02242	42	0.07983
10	0.02417	43	0.07983
11	0.02608	44	0.08683
12	0.02792	45	0.10033
13	0.02950	46	0.10267
14	0.03117	47	0.10333
15	0.03283	48	0.12092
16	0.03558	49	0.14375
17	0.03842	50	0.17042
18	0.04050	51	0.18717
19	0.04242	52	0.19308
20	0.04467	53	0.21708
21	0.04675	54	0.23650
22	0.04875	55	0.25158
23	0.05075	56	0.25333
24	0.05233	57	0.25442
25	0.05342	58	0.27042
26	0.05342	59	0.27917
27	0.05342	60	0.28033
28	0.05342	61	0.26600
29	0.05342	62	0.25208
30	0.05342	63	0.25208
31	0.05342	64	0.25117
32	0.05342	65	0.24700
33	0.05342	66	0.23958 ]

**APPENDIX A (Cont.)****[POLICY DATA PAGE (continued)]**

POLICY NUMBER: [ AVIVA CABR ]  
 INSURED: [ JOHN DOE ]

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER****TABLE OF MONTHLY MAXIMUM RIDER RATES PER \$1,000**

<b>POLICY YEAR</b>	<b>POLICY RATE</b>
[ 67	0.23200
68	0.22083
69	0.20842
70	0.19508
71	0.18125
72	0.16258
73	0.13817
74	0.11575
75	0.09550
76	0.07742
77	0.06133
78	0.04742
79	0.03542
80	0.02533
81	0.01717
82	0.01067
83	0.00583
84	0.00250
85	0.00058
86	-
<b>87 and thereafter</b>	<b>-]</b>

**APPENDIX B-Single Life****[POLICY DATA PAGE (continued)]**

POLICY NUMBER: [ AVIVA CABR]

INSURED: [ JOHN DOE ]

**NO LAPSE GUARANTEE RIDER****TABLE OF NLG MONTHLY RIDER CHARGES**

<b>RIDER</b>	<b>CHARGE</b>
[Chronic Illness Accelerated Death Benefit Rider:	[\$3.12]]

Form 2EFE11

Page 3F-NLG ]

**APPENDIX B-Joint Life****[POLICY DATA PAGE (continued)]**

POLICY NUMBER: [ AVIVA SB CABR]

INSUREDS: [ JOHN DOE ]

[ JANE DOE ]

**NO LAPSE GUARANTEE RIDER****TABLE OF NLG MAXIMUM MONTHLY RIDER CHARGES**

<b>RIDER</b>	<b>CHARGE</b>
[Chronic Illness Accelerated Death Benefit Rider:	[\$8.96]]

Form 2JBB12

Page 3F-NLG ]

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

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

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

Scales of non-guaranteed elements used in illustrating the Flexible Premium Adjustable Life Insurance With Indexed Feature Policy (Form 2EFE11) with the Chronic Illness Accelerated Death Benefit Rider (Form 2CABRH12) will meet the requirements of the NAIC Life Insurance Illustrations Model Regulation. The currently payable scale qualifies as a disciplined current scale and is in conformance with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustration Regulation (ASOP 24) promulgated by the Actuarial Standards Board.

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

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

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



05/23/2012

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Thomas A. Doruska  
Illustration Actuary

---

Date

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

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

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Scales of non-guaranteed elements used in illustrating the Flexible Premium Adjustable Life Insurance With No Lapse Guarantee Policy (Form 2UHE11) with the Chronic Illness Accelerated Death Benefit Rider (Form 2CABRH12) will meet the requirements of the NAIC Life Insurance Illustrations Model Regulation. The currently payable scale qualifies as a disciplined current scale and is in conformance with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustration Regulation (ASOP 24) promulgated by the Actuarial Standards Board.

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

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

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



05/23/2012

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Thomas A. Doruska  
Illustration Actuary

---

Date

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Scales of non-guaranteed elements used in illustrating the Last Survivor Flexible Premium Adjustable Life Insurance With Indexed Feature (Form 2JBB12) with the Chronic Illness Accelerated Death Benefit Rider (Form 2CABRH12) will meet the requirements of the NAIC Life Insurance Illustrations Model Regulation. The currently payable scale qualifies as a disciplined current scale and is in conformance with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustration Regulation (ASOP 24) promulgated by the Actuarial Standards Board.

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05/23/2012

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Thomas A. Doruska  
Illustration Actuary

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Date

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Scales of non-guaranteed elements used in illustrating the Flexible Premium Adjustable Life Insurance Policy (Form 2UEG10) with the Chronic Illness Accelerated Death Benefit Rider (Form 2CABRH12) will meet the requirements of the NAIC Life Insurance Illustrations Model Regulation. The currently payable scale qualifies as a disciplined current scale and is in conformance with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustration Regulation (ASOP 24) promulgated by the Actuarial Standards Board.

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

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



05/23/2012

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Thomas A. Doruska  
Illustration Actuary

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Date

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Scales of non-guaranteed elements used in illustrating the Flexible Premium Adjustable Life Insurance With Indexed Feature Policy (Form 2ECG10) with the Chronic Illness Accelerated Death Benefit Rider (Form 2CABRH12) will meet the requirements of the NAIC Life Insurance Illustrations Model Regulation. The currently payable scale qualifies as a disciplined current scale and is in conformance with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Illustration Regulation (ASOP 24) promulgated by the Actuarial Standards Board.

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

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05/23/2012

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Thomas A. Doruska  
Illustration Actuary

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Date

**POLICY DATA PAGE (continued)**

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

<u>BENEFIT</u>	<u>FACE AMOUNT AT ISSUE</u>	<u>EXPIRY DATE</u>
[Chronic Illness Accelerated Death Benefit Rider	N/A	Second Death]

**POLICY DATA PAGE (continued)**

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

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

Residual Death Benefit [\$20,000]  
 Maximum Claim Processing Fee per payment [\$150.00]

Eligible Amount Calculation Limit [\$1,000,000]  
 [Variable 3]

**TABLE OF MINIMUM POLICY AND WELLNESS PERCENTAGES**

<b>POLICY YEAR</b>	<b>MINIMUM POLICY%</b>	<b>MINIMUM WELLNESS%</b>		<b>POLICY YEAR</b>	<b>MINIMUM POLICY%</b>	<b>MINIMUM WELLNESS%</b>
[ 1	[15.00%	N/A		[ 34	[31.00%	N/A
2	15.00%	N/A		35	33.00%	N/A
3	15.00%	N/A		36	35.00%	N/A
4	15.00%	N/A		37	37.00%	N/A
5	15.00%	N/A		38	39.00%	N/A
6	15.00%	N/A		39	41.00%	N/A
7	16.00%	N/A		40	43.00%	N/A
8	17.00%	N/A		41	45.00%	N/A
9	18.00%	N/A		42	46.00%	N/A
10	19.00%	N/A		43	47.00%	N/A
11	20.00%	N/A		44	48.00%	N/A
12	20.00%	N/A		45	49.00%	N/A
13	20.00%	N/A		46	50.00%	N/A
14	20.00%	N/A		47	50.00%	N/A
15	20.00%	N/A		48	50.00%	N/A
16	20.00%	N/A		49	50.00%	N/A
17	20.00%	N/A		50	50.00%	N/A
18	20.00%	N/A		51	50.00%	N/A
19	20.00%	N/A		52	50.00%	N/A
20	20.00%	N/A		53	50.00%	N/A
21	20.00%	N/A		54	50.00%	N/A
22	20.00%	N/A		55	50.00%	N/A
23	20.00%	N/A		56	50.00%	N/A
24	20.00%	N/A		57	50.00%	N/A
25	20.00%	N/A		58	50.00%	N/A
26	20.00%	N/A		59	50.00%	N/A
27	21.00%	N/A		60	50.00%	N/A
28	22.00%	N/A		61	50.00%	N/A
29	23.00%	N/A		62	50.00%	N/A
30	24.00%	N/A		63	50.00%	N/A
31	25.00%	N/A		64	50.00%	N/A
32	27.00%	N/A		65	50.00%	N/A
33 ]	29.00% ]	N/A		66 ]	50.00% ]	N/A

**POLICY DATA PAGE (continued)**

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

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

**TABLE OF MINIMUM POLICY AND WELLNESS PERCENTAGES**

<b>POLICY YEAR</b>	<b>MINIMUM POLICY%</b>	<b>MINIMUM WELLNESS%</b>
[ 67	[50.00%	N/A
<b>68</b>	50.00%	N/A
<b>69</b>	50.00%	N/A
<b>70</b>	50.00%	N/A
<b>71</b>	50.00%	N/A
<b>72</b>	50.00%	N/A
<b>73</b>	50.00%	N/A
<b>74</b>	50.00%	N/A
<b>75</b>	50.00%	N/A
<b>76</b>	50.00%	N/A
<b>77</b>	50.00%	N/A
<b>78</b>	50.00%	N/A
<b>79</b>	50.00%	N/A
<b>80</b>	50.00%	N/A
<b>81</b>	50.00%	N/A
<b>82</b>	50.00%	N/A
<b>83</b>	50.00%	N/A
<b>84</b>	50.00%	N/A
<b>85</b>	50.00%	N/A
<b>86</b>	50.00%	N/A
<b>87 and thereafter ]</b>	50.00%]	N/A

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [ AVIVA CABR ]  
INSURED: [ JOHN DOE ]

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

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [ AVIVA CABR ]

INSURED: [ JOHN DOE ]

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

Residual Death Benefit [ \$20,000 ]

Maximum Claim Processing Fee per payment [ \$150.00 ]

Eligible Amount Calculation Limit [ \$1,000,000 ]

**TABLE OF MINIMUM POLICY AND WELLNESS PERCENTAGES**

<b>POLICY YEAR</b>	<b>MINIMUM POLICY%</b>	<b>MINIMUM WELLNESS %</b>		<b>POLICY YEAR</b>	<b>MINIMUM POLICY%</b>	<b>MINIMUM WELLNESS %</b>
[ 1	[15.00%	[5.00%		[ 34	[31.00%	[5.00%
2	15.00%	5.00%		35	33.00%	5.00%
3	15.00%	5.00%		36	35.00%	5.00%
4	15.00%	5.00%		37	37.00%	5.00%
5	15.00%	5.00%		38	39.00%	5.00%
6	15.00%	5.00%		39	41.00%	5.00%
7	16.00%	5.00%		40	43.00%	5.00%
8	17.00%	5.00%		41	45.00%	5.00%
9	18.00%	5.00%		42	46.00%	5.00%
10	19.00%	5.00%		43	47.00%	5.00%
11	20.00%	5.00%		44	48.00%	5.00%
12	20.00%	5.00%		45	49.00%	5.00%
13	20.00%	5.00%		46	50.00%	5.00%
14	20.00%	5.00%		47	50.00%	5.00%
15	20.00%	5.00%		48	50.00%	5.00%
16	20.00%	5.00%		49	50.00%	5.00%
17	20.00%	5.00%		50	50.00%	5.00%
18	20.00%	5.00%		51	50.00%	5.00%
19	20.00%	5.00%		52	50.00%	5.00%
20	20.00%	5.00%		53	50.00%	5.00%
21	20.00%	5.00%		54	50.00%	5.00%
22	20.00%	5.00%		55	50.00%	5.00%
23	20.00%	5.00%		56	50.00%	5.00%
24	20.00%	5.00%		57	50.00%	5.00%
25	20.00%	5.00%		58	50.00%	5.00%
26	20.00%	5.00%		59	50.00%	5.00%
27	21.00%	5.00%		60	50.00%	5.00%
28	22.00%	5.00%		61	50.00%	5.00%
29	23.00%	5.00%		62	50.00%	5.00%
30	24.00%	5.00%		63	50.00%	5.00%
31	25.00%	5.00%		64	50.00%	5.00%
32	27.00%	5.00%		65	50.00%	5.00%
33 ]	29.00% ]	5.00% ]		66 ]	50.00% ]	5.00% ]

**POLICY DATA PAGE (continued)**

POLICY NUMBER: [ AVIVA CABR ]

INSURED: [ JOHN DOE ]

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

**TABLE OF MINIMUM POLICY AND WELLNESS PERCENTAGES**

<b>POLICY YEAR</b>	<b>MINIMUM POLICY%</b>	<b>MINIMUM WELLNESS%</b>
[ 67	[50.00%	[5.00%
68	50.00%	5.00%
69	50.00%	5.00%
70	50.00%	5.00%
71	50.00%	5.00%
72	50.00%	5.00%
73	50.00%	5.00%
74	50.00%	5.00%
75	50.00%	5.00%
76	50.00%	5.00%
77	50.00%	5.00%
78	50.00%	5.00%
79	50.00%	5.00%
80	50.00%	5.00%
81	50.00%	5.00%
82	50.00%	5.00%
83	50.00%	5.00%
84	50.00%	5.00%
85	50.00%	5.00%
86	50.00%	5.00%
<b>87 and thereafter ]</b>	50.00%]	5.00%]



## Aviva Life and Annuity Company

[Home Office: 7700 Mills Civic Parkway, West Des Moines, Iowa 50266-3862]  
 [Life Customer Contact Center- Tel: 800 800 9882]

### STATEMENT OF IMPACT OF AVIVA ACCELERATED ACCESS RIDER ON YOUR POLICY

**Policy Number:** [AVIVA CABR]

**Insured:** [John Doe]

**Effective Date of Accelerated Benefit Payment:** [11/01/2027]

**NOTICE:** Receipt of an accelerated benefit payment may adversely affect your eligibility for Medicaid or other government benefits or entitlements. In addition, receipt of an accelerated benefit payment may be taxable and assistance should be sought from a personal tax advisor.

Although payments made under the rider generally are intended to qualify for favorable tax treatment under Section 101(g) of the Internal Revenue Code, payments under the rider may be taxable. The owner should consult a competent tax advisor to determine the current tax consequences before requesting any accelerated death benefits. The rider is not intended to be a health contract, qualified long term care insurance contract under Section 7702B(b) of the Internal Revenue Code or a non-qualified long term care insurance contract.

For your information, shown below is the effect your requested accelerated benefit payment under your Aviva Accelerated Access Rider of \$[1,099.47] will have on your policy values:

	Before Accelerated Benefit Payment	After Accelerated Benefit Payment
Net Cash Value:	\$[34,682.21]	\$[34,792.62]
Net Cash Value Available for Surrender:	\$[34,682.21]	\$[33,693.15]
Death Proceeds Payable:	\$[94,691.88]	\$[93,702.82]
Policy Loan Balance*:	\$[5,308.12]	\$[5,197.71]
Accumulated Payout Balance**:	\$[0.00]	\$[1,099.47]
Payment Amount	\$[1,099.47]	
Claim Processing Fee	\$[150.00]	
Pro-Rata Loan Deduction	\$[110.41]	
Net Payment Amount	\$[839.06]	

Your policy will remain in force after an accelerated death benefit is paid and any acceleration will not reduce the amount of monthly charges assessed against your Account Value and will have no effect on the amount of future premiums that may be required under your policy. Additionally, future monthly deductions may be included in the Accumulated Payout Balance if your net cash value is insufficient to cover them.

\*Policy Loan Balance includes interest to the next policy anniversary.

\*\*Accumulated Payout Balance (which is the sum of Payment Amounts (including the claim processing fee and pro-rata loan reduction) adjusted as described in your Aviva Accelerated Access Rider) includes interest to the next policy anniversary.

SERFF Tracking Number: NDPL-128353578 State: Arkansas  
 Filing Company: Aviva Life and Annuity Company State Tracking Number:  
 Company Tracking Number: 2CABRH12  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: 2CABRH12  
 Project Name/Number: 2CABRH12 /2CABRH12

## Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/30/2012	Form	Chronic Illness Accelerated Death Benefit Rider	06/05/2012	2CABRH12.pdf (Superseded)
05/22/2012	Supporting Document	Explanation of Variability	06/05/2012	Chronic Illness Rider EOV (Non Compact)- Final.pdf (Superseded)
05/22/2012	Form	Chronic Illness Accelerated Death Benefit Rider	05/30/2012	2CABRH12.pdf (Superseded)



**AVIVA**

**Aviva Life and Annuity Company**

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

[1-800-800-9882]

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

(Attached to and made a part of the policy)

Subject to the following terms and conditions, this Rider provides for an accelerated death benefit payment to you if the Insured becomes Chronically Ill. This Rider was added to your policy [at your request] [in consideration of the cost for this Rider] [and] [in consideration of the application received].

**DISCLOSURES**

**THE PAYMENT OF AN ACCELERATED DEATH BENEFIT AS PROVIDED UNDER THIS RIDER IS NOT MEANT TO CAUSE YOU TO INVOLUNTARILY ACCESS PROCEEDS ULTIMATELY PAYABLE TO THE BENEFICIARY. THEREFORE, BENEFITS UNDER THIS RIDER ARE NOT AVAILABLE IF:**

- A) YOU ARE REQUIRED BY LAW TO USE THIS BENEFIT TO MEET THE CLAIMS OF CREDITORS, WHETHER IN BANKRUPTCY OR OTHERWISE; OR**
- B) YOU ARE REQUIRED BY A GOVERNMENT AGENCY TO USE THIS BENEFIT IN ORDER TO APPLY FOR, OBTAIN OR OTHERWISE KEEP A GOVERNMENT BENEFIT OR ENTITLEMENT.**

**ALTHOUGH PAYMENTS MADE UNDER THIS RIDER GENERALLY ARE INTENDED TO QUALIFY FOR FAVORABLE TAX TREATMENT UNDER SECTION 101(g) OF THE INTERNAL REVENUE CODE, PAYMENTS UNDER THIS RIDER MAY BE TAXABLE. THE OWNER SHOULD CONSULT A COMPETENT TAX ADVISOR TO DETERMINE THE CURRENT TAX CONSEQUENCES BEFORE REQUESTING ANY ACCELERATED DEATH BENEFITS. THIS RIDER IS NOT INTENDED TO BE A HEALTH CONTRACT, QUALIFIED LONG TERM CARE INSURANCE CONTRACT UNDER SECTION 7702B(b) OF THE INTERNAL REVENUE CODE OR A NON-QUALIFIED LONG TERM CARE INSURANCE CONTRACT.**

**THE POLICY WILL REMAIN IN FORCE AFTER AN ACCELERATED DEATH BENEFIT IS PAID AND ANY ACCELERATION WILL NOT REDUCE THE AMOUNT OF MONTHLY CHARGES ASSESSED AGAINST YOUR ACCOUNT VALUE AND WILL HAVE NO EFFECT ON THE AMOUNT OF FUTURE PREMIUMS THAT MAY BE REQUIRED UNDER YOUR POLICY. THE CASH VALUE, ACCOUNT VALUE, LOAN VALUE, AND DEATH PROCEEDS PAYABLE WILL BE REDUCED BY ANY ACCUMULATED PAYOUT BALANCE DUE TO THE PAYMENT OF AN ACCELERATED DEATH BENEFIT UNDER THIS RIDER.**

**DEFINITIONS**

**Accumulated Payout Balance** means the sum of Payment Amounts adjusted as described in this Rider.

**Activities of Daily Living (ADL).** Each of the following is an Activity of Daily Living:

- [a)] **[Bathing** - the ability to wash oneself by sponge bath or in either a tub or shower; including the task of getting into or out of the tub or shower without Substantial Assistance from another individual.]

- [b)] [**Continence** - the ability to maintain control of bowel or bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for a catheter or colostomy bag without Substantial Assistance from another individual.]
- [c)] [**Dressing** - the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs without Substantial Assistance from another individual.]
- [d)] [**Eating**- the ability to feed oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by feeding tube or intravenously without Substantial Assistance from another individual.]
- [e)] [**Toileting** - the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene without Substantial Assistance from another individual.]
- [f)] [**Transferring** - the ability to move into or out of a bed, chair or wheelchair without Substantial Assistance from another individual.]

**Certification Date** means the effective date for which the Insured is certified or recertified to be Chronically Ill in the written certification by a Licensed Physician.

**Certification Period** means the period during which the current certification of the Insured's Chronic Illness is in effect. The Certification Period begins on the Certification Date but will not include any days covered by a benefit payment made under this Rider during the prior Certification Period. Certification Periods cannot overlap and can cover periods less than a full year depending on when recertification is made.

**Chronically Ill** or **Chronic Illness** means that a Licensed Physician has certified in writing that the Insured has an illness or impairment, and that as a result of such illness or impairment, the Insured has met at least one of the following two conditions during the [90] consecutive calendar days immediately preceding such certification (and is expected to continue to meet at least one of such conditions afterwards permanently):

- a) the Insured is unable to perform without Substantial Assistance from another individual at least [two] Activities of Daily Living due to a loss of functional capacity; or
- b) the Insured requires Substantial Supervision to be protected from threats to health and safety due to Severe Cognitive Impairment.

The Insured will not be considered Chronically Ill unless the Certification Date in the written certification is within the prior 12 months.

**Insured** for purposes of this Rider means the Insured on a single life base policy or the last surviving Insured on a last survivor life base policy. This term does not include other persons covered under other riders.

**IRS Per Diem Limit** means the inflation adjusted dollar amount as defined by Internal Revenue Code (IRC) Section 7702B(d)(4) and (5) which generally is the maximum daily per diem benefit that can be received on account of the Insured's Chronic Illness without being subject to federal income taxation. The Internal Revenue Service (IRS) announces this limit for each calendar year.

**Licensed Physician** for purposes of this Rider means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State in which he/she performs such function or action as defined in IRC Section 101(g)(4)(D) and Section 1861(r)(1) of the Social Security Act. The Licensed Physician cannot be you, the Insured, a beneficiary or a member of your, the Insured's or a beneficiary's Immediate Family. Immediate Family means husband, wife, domestic partner, civil union partner, child, sibling, parent, grandparent, grandchild, cousin, aunt, uncle, niece, nephew and any of their spouses, domestic partners or civil union partners. State for purposes of this provision means each state of the United States of America, as well as the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, and American Samoa.

**Net Payment Amount** means the actual amount of a benefit payment you will receive under this Rider.

**On Claim** means that all Eligibility Requirements have been met and benefits under this Rider are actively being paid.

**Payment Amount** means the amount of accelerated death benefit payment deducted from the Eligible Amount and added to the Accumulated Payout Balance.

**Payment Period** is equal to the number of calendar days covered by a Payment Amount. A Payment Period cannot extend beyond the end of the Certification Period and can only cover full months.

**Remaining Eligible Amount** means the amount of death benefit available to accelerate after benefit payments under this Rider have started. It is equal to the Eligible Amount less unearned interest less the Accumulated Payout Balance.

**Severe Cognitive Impairment** means a deterioration or loss in intellectual capacity comparable to, and including, Alzheimer's disease and similar forms of irreversible dementia. This deterioration must be measured by clinical evidence and standardized tests which reliably measure impairment in:

- [a)] [short term or long term memory;]
- [b)] [orientation to people, places, or time;]
- [c)] [deductive or abstract reasoning;] [and]
- [d)] [judgment as it relates to safety awareness.]

**Substantial Assistance** means Hands-On Assistance and Standby Assistance. For this purpose, Hands-On Assistance means the physical assistance of another person without which the Insured would be unable to perform the Activity of Daily Living. Also, Standby Assistance means the presence of another person within arm's reach of the Insured that is necessary to prevent, by physical intervention, injury to the Insured while he or she is performing the Activity of Daily Living (such as being ready to catch the Insured if he or she falls while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from the Insured's throat if he or she chokes while eating).

**Substantial Supervision** means continual supervision (which may include cuing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Insured from threats to his or her health or safety (such as may result from wandering).

Additional terms not defined in this section, or elsewhere in this Rider, are explained elsewhere in your policy.

#### **AMOUNT ELIGIBLE FOR ACCELERATION**

[VARIABLE 1] Once the Eligibility Requirements are met, the Eligible Amount is calculated and set unless a withdrawal is taken from your policy or the Insured goes off claim. If a withdrawal is taken from your policy while On Claim, the Eligible Amount will be reduced by the same amount as the withdrawal.

We calculate the Eligible Amount based on your current Cash Value and  $(A+B)\%$  of the difference between your policy's current death benefit and current Account Value.

Where:     A = the currently declared policy % which will never be less than the Minimum Policy % shown on the Policy Data Page for this Rider.  
              B = the currently declared Wellness % which will never be less than the Minimum Wellness % shown on the Policy Data Page for this Rider.

The Wellness % is only applicable if your policy includes the Wellness Benefits and Rewards Rider [(not available on last survivor life policies)] and the Insured has qualified for [level 2] Wellness Rewards in each completed qualification period prior to going On Claim. We will assume the Insured has met this requirement for the calculation of the Eligible Amount during the first [two] policy year[s].

The Minimum Policy % and Minimum Wellness % are shown in the Table of Minimum Policy and Wellness Percentages on the Policy Data Page for this Rider. We may declare higher percentages than those shown on the Policy Data Page for this Rider which would have the effect of increasing the Eligible Amount in the above calculation.

The Eligible Amount cannot exceed the lesser of:

- a) 100% of the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit) less the Residual Death Benefit amount, or
- b) the Eligible Amount Calculation Limit shown on the Policy Data Page for this Rider plus the current Cash Value.

### **ELIGIBILITY REQUIREMENTS**

To be eligible to receive the benefits under this Rider, all of the following Eligibility Requirements must be met:

- a) the Insured must be Chronically Ill; and
- b) your policy must have a positive Remaining Eligible Amount; and
- c) you must have a written certification from a Licensed Physician in a form acceptable to us, with a Certification Date within the prior 12 months and on file with us, that the Insured is Chronically Ill; and
- d) your policy must be in force other than as extended term or reduced paid up insurance, if available; and
- e) your policy must not be in the grace period; and
- f) your policy does not have an existing lien or similar offset as a result of a claim under any other rider attached to your policy that provides for the acceleration of the death benefit; and
- g) accelerated death benefits under this Rider must be approved by any irrevocable beneficiary or assignee; and
- h) if your policy is a last survivor life policy, we must receive written proof of the death of one insured.

In order to protect our interest, we also reserve the right to require consent from the Insured, the spouse of the Insured, other beneficiaries, or any person if, in our opinion, such person's consent is necessary.

### **LIMITATIONS AND EXCLUSIONS**

Benefits under this Rider will not be paid if the Chronic Illness resulted from illness, treatment or medical condition arising out of:

- [a] [intentionally self-inflicted injuries;]
- [b] [attempted suicide (sane or insane);] [or]
- [c] [aviation (this exclusion applies only to non-fare-paying passengers).]

### **[RIDER COST**

There are no additional premiums or cost of insurance charges for this Rider.]

## ACCELERATED DEATH BENEFIT PAYMENT

If the Insured is Chronically Ill and all of the Eligibility Requirements are met, you can elect to receive benefits under this Rider. You may elect to receive benefit payments either monthly or as an annual lump sum. The Payment Amount is subject to the following limits:

The minimum Payment Amount will be the lesser of:

- a) [2%] of the Eligible Amount multiplied by the number of complete months within the Payment Period; or
- b) [\$1,000] multiplied by the number of complete months within the Payment Period.

The maximum Payment Amount will be the lesser of:

- a) The IRS Per Diem Limit in effect at the beginning of a Payment Period multiplied by the exact number of days in that period; or
- b) [2%] of the Eligible Amount multiplied by the number of complete months within the Payment Period; or
- c) [2%] of the net cash value multiplied by the number of complete months within the Payment Period.

The Net Payment Amount is the amount you will receive. It is equal to  $A - (B + C)$  where:

- A is the Payment Amount;
- B is the Claim Processing Fee; and
- C is the Pro-Rata Loan Reduction, if any.

If processing the full Payment Amount results in the Accumulated Payout Balance exceeding the Eligible Amount, the Payment Amount will be reduced to not exceed the Eligible Amount.

If the sum of the Claim Processing Fee and Pro-Rata Loan Reduction exceeds the Payment Amount, to the extent allowable, the Claim Processing Fee will be deducted first, followed by the Pro-Rata Loan Reduction.

### **PAYMENT [FREQUENCY] [AND] [AMOUNT] [CHANGES]**

[You may change the frequency of your benefit payments. The change can only take effect at the beginning of a Certification Period. Your request to change the payment frequency must be received by us [verbally or] in writing no less than 30 days prior to the beginning of the next Certification Period.]

[You may change your Payment Amount. You can only make [[two] of these changes] in any given Certification Period and any such change is subject to the applicable Payment Amount limits defined above. If no change request is made, then the Payment Amount specified at time of claim will remain in effect subject to the limitations and conditions of this Rider. Your request to change the Payment Amount must be received by us [verbally or] in writing. The change will not be effective until the first Payment Period that begins following the date that is 5 business days after the date the request is received.]

The benefit payments under this Rider are paid to you or your estate while the Insured is living, unless the benefit has been otherwise assigned or designated by you.

If the Insured dies after you elect to receive benefit payments under this Rider but before any such benefits are received, the election shall be cancelled and the death benefit paid pursuant to the policy.

## **ACCUMULATED PAYOUT BALANCE**

The Accumulated Payout Balance is equal to the sum of:

- a) any Payment Amounts provided under this Rider; plus
- b) accrued interest on those amounts in a); plus
- c) amounts required to keep your policy in force and prevent it from entering the grace period due to a lack of net cash value while the Insured is On Claim, which amounts are considered benefit payments under this Rider; plus
- d) accrued interest on those amounts in c).

For the Accumulated Payout Balance up to the Account Value less any outstanding policy loans, interest will be at the same interest rate as the policy's annually declared loan interest rate as appropriate per your policy.

For the Accumulated Payout Balance in excess of the Account Value less any outstanding policy loans, interest accrues at a variable rate. We may change the variable interest rate once a year on the policy anniversary but it will not exceed the greatest of:

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

If applying the full amount of the interest charge would cause the Accumulated Payout Balance plus any outstanding loans to exceed the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit) less the Residual Death Benefit, then the Residual Death Benefit provision will apply.

No repayments of the Accumulated Payout Balance will be accepted.

## **TERMINATION OF PAYMENTS**

Your benefit payments under this Rider will terminate under any of the following conditions:

- [a)] [your [verbal or] written request to stop benefit payments;] [or]
- [b)] [when the Accumulated Payout Balance is equal to or greater than the Eligible Amount;] [or]
- [c)] [the Insured is no longer Chronically Ill.]

Termination of benefit payments does not terminate the Rider. Interest will continue to accrue on the Accumulated Payout Balance.

## **RESTART PAYMENTS**

If you previously requested to stop benefit payments and want to start receiving them again, all of the Eligibility Requirements must be met again.

If benefit payments are resumed, the Eligible Amount will be the lesser of:

- a) the Eligible Amount at the time of the previous benefit payment termination; or
- b) what the Eligible Amount would be if the resumption of benefit payments was treated as if it were the initial claim.

## **LAPSE PROTECTION**

On each monthly due date while a policy is On Claim, if the policy's net cash value is insufficient to complete the monthly processing, the following processing will occur instead:

- a) the Grace Period provision will not apply and the policy will remain inforce;
- b) a charge equal to the full monthly deduction will be added to the Accumulated Payout Balance; and
- c) the policy's Account Value, if any, will continue to accrue interest.

## **RESIDUAL DEATH BENEFIT**

When the death benefit defined in your policy less the Accumulated Payout Balance is first equal to or less than the Residual Death Benefit and there are no outstanding policy loans, this Residual Death Benefit provision will become active and the following changes to your policy will take place:

- a) no more payments will be made under this Rider;
- b) all riders other than this Rider will terminate; and
- c) no additional premium payments will be accepted.

The effect of this is that the net cash value of your policy will be equal to zero and any coverage provided cannot be surrendered.

No additional interest will accrue on the Accumulated Payout Balance under this Residual Death Benefit provision.

The Residual Death Benefit amount is shown on the Policy Data Page for this Rider. This Residual Death Benefit provision will apply until the death of the Insured.

If the policy has an outstanding loan balance greater than zero and the Accumulated Payout Balance plus any outstanding policy loans is equal to the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit), then no Residual Death Benefit will be available.

## **IMPACT OF AN ACCELERATED DEATH BENEFIT PAYMENT ON YOUR POLICY**

The death benefit defined in your policy will be offset by any Accumulated Payout Balance. Thus, your policy's death proceeds are reduced by the Accumulated Payout Balance. The Accumulated Payout Balance is not intended to reflect any indebtedness. Although the Accumulated Payout Balance does not reduce your cash value, your access to the net cash value of your policy through withdrawals or surrender, as defined in your policy, is limited to any excess of the net cash value over the Accumulated Payout Balance.

The payment of an accelerated death benefit under this Rider will have no effect on the amount of future premiums, cost of insurance charges, and expense charges that may be required under your policy.

## **POLICY CHANGES WHEN ON CLAIM**

The following changes will take place on your policy while it is On Claim:

- [a)] [if your policy is on Death Benefit Option 2, it will automatically be changed to Option 1 and will remain at that option until your policy terminates;]
- [b)] [no contractual policy changes will be allowed;]
- [c)] [any outstanding policy loans will be converted into an annually declared loan and be charged interest at the Annually Declared Loan Rate as stated in your policy;]
- [d)] [no new policy loans may be taken;] [and]
- [e)] [the ability to change the Loan Interest Option, if included in your policy, is not available after a claim is made under this Rider.]

## **POLICY CHARGES**

All policy charges as defined in your policy's Monthly Deduction provision will continue to be deducted from the Account Value while your policy is On Claim. This may result in your policy's Account Value being reduced to zero. For purposes of assessing cost of insurance and other charges under your policy, the policy's death benefit is not affected by the Accumulated Payout Balance.

### **PRO-RATA LOAN REDUCTION**

If you have an outstanding policy loan at the time of claim under this Rider, we will use a portion of your benefit payment to reduce your policy loan on a pro rata basis.

The amount of loan repayment will be equal to  $A \times (B/C)$  where:

A is the amount of the outstanding policy loan.

B is the Payment Amount.

C is the Remaining Eligible Amount

### **IMPACT ON LIFE PROTECTOR PAID UP RIDER/SURVIVOR LIFE PROTECTOR PAID UP RIDER**

If the benefits under a Life Protector Rider, if attached to your policy, become effective and the Remaining Eligible Amount is equal to or greater than zero, the following change is made to the Death Benefit under the Life Protector Rider. The Death Benefit under the Life Protector Rider will be maximum of:

- a) the Death Benefit as defined in the Life Protector Rider; and
- b) the sum of the Accumulated Payout Balance plus the amount of the outstanding policy loan.

[VARIABLE 2]

## **CLAIMS**

### **CLAIM REQUIREMENTS**

We must receive your written request for benefit payments under this Rider in a form acceptable to us. We will provide you with a claim form within 15 business days after receipt of your request. If we do not provide the claim form within 15 business days after receipt of your request and you provide a Licensed Physician's written certification that the Insured is Chronically Ill on another form which is acceptable to us, you will be considered to have complied with the requirements of this Rider as to proof of the Insured's medical condition.

Assuming all other conditions and limitations are met, a benefit payment can only be made if every day within the Payment Period is within 12 months from the most recent Certification Date of the Insured's Chronic Illness; therefore, recertification is required every 12 months.

We reserve the right to obtain, at any time, an additional opinion of the Insured's condition from a Licensed Physician that we designate at our expense. Should this opinion differ from that of the Insured's Licensed Physician the opinion of our Licensed Physician will prevail.

Prior to or concurrent with your election to receive benefit payments, you and any irrevocable beneficiary will be given a statement demonstrating the effect of these benefit payments on the cash value, death benefit, premium, cost of insurance charges, policy loans and the Accumulated Payout Balance under your policy.

We will pay interest on benefit payments as required by the law of the state in which the application was signed. Interest, if any, will be paid in a single lump sum for the period from the date all Eligibility Requirements are received by us to the date of the benefit payment.

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

### **CLAIM PROCESSING FEE**

We reserve the right to assess a Claim Processing Fee for each benefit payment. The processing fee per payment will not be greater than the Maximum Claim Processing Fee as shown on the Policy Data Page for this Rider.

## GENERAL PROVISIONS

### COORDINATION WITH THE ACCELERATED BENEFIT RIDER

If your policy also contains the Accelerated Benefit Rider (or the Accelerated Benefit Rider Due to Terminal Condition in Pennsylvania) and you have already made a claim under that rider, you are not eligible to make a claim under this Rider. If you have not made a claim under the Accelerated Benefit Rider and you plan to make a claim under this Rider, you should consult your tax advisor as to which accelerated benefit rider better fits your particular situation. You can only receive benefits under one accelerated benefit rider under your policy.

### TERMINATION OF THE RIDER

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

- [a)] [when the policy terminates or matures;] [or]
- [b)] [if the Life Protector Rider, if attached to your policy, goes into effect;] [or]
- [c)] [the monthly due date following your written request to terminate this Rider, provided there is no outstanding Accumulated Payout Balance;] [or]
- [d)] [when the outstanding Accumulated Payout Balance exceeds the death proceeds of the policy;] [or]
- [e)] [when the Insured reaches attained age 121 or, in the case of a last survivor life policy, when the younger insured reaches attained age 121.]

Termination of the Rider will not affect the payment of benefits for any qualifying claim that occurred while this Rider was in force.

### REINSTATEMENT

If your policy lapsed due to non-payment of premium and you reinstate it according to the Reinstatement provision of your policy, this Rider can also be reinstated. If any benefit payments under this Rider were paid prior to lapse, any existing Accumulated Payout Balance under this Rider will be reinstated as well, including interest charges from the point of lapse to reinstatement.

### INCONTESTABILITY

The validity of this Rider will be based on the Incontestability provision of your policy.

### CONSTRUCTION

This Rider shall be construed to comply with the requirements of IRC section 101(g).

### EFFECTIVE DATE

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



[Richard C. Cohan]  
[Secretary]

**AVIVA Life and Annuity Company**

**Explanation of Variable Material  
Chronic Illness Accelerated Death Benefit Rider  
Form 2CABRH12**

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

<b>PAGE 1</b>	<b>EXPLANATION OF VARIABILITY</b>	<b>NUMERIC RANGE</b>
Company Home Office Address, Administrative Office Address and Phone Number	These items are marked as variable to enable us to update the rider without refiling should any of these items change in the normal course of business. Any such changes to the Company address will be submitted to the Department as an informational filing.	<b>N/A</b>
This Rider was added to your policy [at your request] [in consideration of the cost for this Rider] [and] [in consideration of the application received].	<p>Currently, there is no cost to the rider. If there is a cost to the rider, it would only apply to new issues.</p> <p>If there is no cost of insurance charge and the rider is optional: "This Rider was added to your policy at your request in consideration of the application received."</p> <p align="center"><b>OR</b></p> <p>If there is no cost of insurance charge and the rider is automatically added to all policies: "This Rider was added to your policy in consideration of the application received."</p> <p align="center"><b>OR</b></p> <p>If there is a cost of insurance charge: "This Rider was added to your policy at your request in consideration of the cost for this Rider and in consideration of the application received."</p>	<b>N/A</b>
<b>Bathing</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>PAGE 2</b>		
<b>Contenance</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>Dressing</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>Eating</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>Toileting</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>

<b>Transferring</b>	This ADL and its definition may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>Chronically Ill or Chronic Illness -</b> ...[90] consecutive calendar days...	The number of days may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>90 – any new IRS definition</b>
<b>Chronically Ill or Chronic Illness -</b> ... at least <b>[two]</b> Activities of Daily Living due to a loss of functional capacity.	The number of ADL's may change based on the IRS definitions. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>two – any new IRS definition</b>
<b>PAGE 3</b>		
<b>Severe Cognitive Impairment -</b> ...[a)] [short term or long term memory;] [b)] [orientation to people, places, or time;] [c)] [deductive or abstract reasoning;] [and] [d)] [judgment as it relates to safety awareness.]	The number or definition of the measures of impairment may change as future advances in the study of deterioration or loss in intellectual capacity lead to clarification on the measurement standards. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>
<b>Amount Eligible for Acceleration Section –</b> <b>VARIABLE 1</b>	Currently there is no cost of insurance charge for the rider so nothing will print. If there is a cost to the rider, it would only apply to new issues.  <b>OR</b> If there is a cost of insurance charge for the rider. “The Eligible Amount for purposes of this Rider is calculated on each monthly due date until the Eligibility Requirements are met.”	<b>N/A</b>
The Wellness% is only applicable if your policy includes the Wellness Benefits and Rewards Rider <b>[(not available on last survivor life policies)]</b> and the Insured has qualified for [level 2] Wellness Rewards in each completed qualification period prior to going On Claim.	Currently, we do not have the Wellness Benefits and Rewards Rider available on our last survivor life policies; however, if we have this Rider available on our last survivor life policies in the future, “(not available on last survivor life policies)” will not print. This change would only apply to new issues.	<b>N/A</b>
The Wellness% is only applicable if your policy includes the Wellness Benefits and Rewards Rider and the Insured has qualified for <b>[level 2]</b> Wellness Rewards in each completed qualification period prior to going On Claim.	The Company may choose to include the Wellness% as part of the Eligible Amount calculation for policies that qualify for level 1 rewards. This would be only for new issues going forward. The sentence would then read:  “The Wellness% is only applicable if your policy includes the Wellness Benefits and Rewards Rider and the Insured has qualified for level 1 Wellness Rewards in each completed qualification period prior to going On Claim.”	<b>N/A</b>
We will assume the Insured has met this requirement for the calculation of the Eligible Amount during the first [two] policy year[s].	The Company may change the number of years in the assumption of meeting the Eligible Amount. If we change to one year, nothing will print. Any change would only apply to new issues.	<b>Two to Five</b>
<b>PAGE 4</b>		
<b>Limitations and Exclusions -</b> ...[a)] [intentionally self-inflicted injuries;] [b)] [attempted suicide (sane or insane);] [or] [c)] [aviation (this exclusion applies only to non-fare-paying passengers).]	The number or definition of the limitations and exclusions may change based on future risks and/or the design of future products this rider may be added to. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.	<b>N/A</b>

RIDER COST provision	<p>This section will vary based on if there is a cost of insurance charge for this rider or not. At launch we do not plan to have a cost for this rider and this provision will print as follows:</p> <p>“There are no additional premiums or cost of insurance charges for this Rider. “</p> <p style="text-align: center;"><b>OR</b></p> <p>If in the future, we need to charge for this rider, this provision will print as below. Any change requiring a cost for this rider will be for new issues only.</p> <p>“The cost for this Rider is assessed monthly. This cost will be included in the monthly deduction from the policy’s Account Value and will not be assessed after this Rider is terminated.</p> <p>We calculate the monthly cost for this Rider as <math>A \times (B - C) / 1000</math> where:</p> <p>A is the currently declared Monthly Rider Rate per \$1,000 which will never be more than the Maximum Monthly Rider Rate per \$1,000 shown on the Policy Data Page for this Rider.</p> <p>B is the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit) divided by the Interest Factor shown on the Policy Data Page.</p> <p>C is the policy’s Account Value.</p> <p>However, in no event will B - C above be greater than the current Eligible Amount.</p> <p>The Maximum Monthly Rider Rate per \$1,000 is shown on the Policy Data Page for this Rider. We may charge a rate that is less than the Maximum Monthly Rider Rate.”</p>	N/A
<b>PAGE 5</b>		
<p><b>ACCELERATED DEATH BENEFIT PAYMENT –</b> The minimum Payment Amount will be ... a) [2%] of the Eligible Amount multiplied by the number of complete months within the Payment Period; ...</p>	This is the percentage of the Eligible Amount used in the calculation of the minimum Payment Amount. This percentage is set by the company based on competitive positioning and the average life expectancy of insureds after claim. The percentage may vary on new issues of the rider but will not change on in-force issues.	1% - 4%
<p><b>ACCELERATED DEATH BENEFIT PAYMENT –</b> The minimum Payment Amount will be .... b) [\$1,000] multiplied by the number of complete months within the Payment Period.</p>	This is the dollar amount used in the calculation of the minimum Payment Amount. This amount is set by the company based on expense considerations. This dollar amount may vary on new issues of the rider but will not change on in-force issues.	\$500 - \$2,000
<p><b>ACCELERATED DEATH BENEFIT PAYMENT -</b>The maximum Payment Amount will be ... b) [2%] of the Eligible Amount multiplied by the number of complete months within the Payment Period; or ...</p>	This is the percentage of the Eligible Amount used in the calculation of the maximum Payment Amount. This percentage is set by the company based on competitive positioning and the average life expectancy of insureds after claim. The percentage may vary on new issues of the rider but will not change on in-force issues.	1% - 4%

<b>ACCELERATED DEATH BENEFIT PAYMENT</b> -The maximum Payment Amount will be ... c) [2%] of the net cash value multiplied by the number of complete months within the Payment Period.	This is the percentage of the net cash value used in the calculation of the maximum Payment Amount. This percentage is set by the company based on competitive positioning and the average life expectancy of insureds after claim. The percentage may vary on new issues of the rider but will not change on in-force issues.	1% - 4%
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<p><b>Payment Frequency and Amount Changes</b></p>	<p>Currently, the Company is allowing changes in both the payment frequency and payment amount. Under this scenario the bracketed language in this provision will print as:</p> <p><b>“ PAYMENT FREQUENCY AND AMOUNT CHANGES</b></p> <p>You may change the frequency of your benefit payments. The change can only take effect at the beginning of a Certification Period. Your request to change the payment frequency must be received by us [verbally or] in writing no less than 30 days prior to the beginning of the next Certification Period.</p> <p>You may change your Payment Amount. You can only make [[two] of these changes] in any given Certification Period and any such change is subject to the applicable Payment Amount limits defined above. If no change request is made, then the Payment Amount specified at time of claim will remain in effect subject to the limitations and conditions of this Rider. Your request to change the Payment Amount must be received by us [verbally or] in writing. The change will not be effective until the first Payment Period that begins following the date that is 5 business days after the date the request is received.”</p> <p style="text-align: center;"><b>OR</b></p> <p>If the Company determines that changes to the payment frequency are not feasible, the language below will print. Any change will be for new issues only.</p> <p><b>“ PAYMENT AMOUNT CHANGES</b></p> <p>You may change your Payment Amount. You can only make [[two] of these changes] in any given Certification Period and any such change is subject to the applicable Payment Amount limits defined above. If no change request is made, then the Payment Amount specified at time of claim will remain in effect subject to the limitations and conditions of this Rider. Your request to change the Payment Amount must be received by us [verbally or] in writing. The change will not be effective until the first Payment Period that begins following the date that is 5 business days after the date the request is received.”</p> <p style="text-align: center;"><b>OR</b></p> <p>If the Company determines that changes to the payment amount are not feasible, the language below will print. Any change will be for new issues only.</p> <p><b>“ PAYMENT FREQUENCY CHANGES</b></p> <p>You may change the frequency of your benefit payments. The change can only take effect at the beginning of a Certification Period. Your request to change the payment frequency must be received by us [verbally or] in writing no less than 30 days prior to the beginning of the next Certification Period. “</p> <p style="text-align: center;"><b>OR</b></p> <p>If the Company determines that both changes to the payment frequency and payment amount are not feasible, the provision heading below will print but neither bracketed paragraph will print. Any change will be for new issues only.</p> <p><b>“ PAYMENT”</b></p>	<p><b>N/A</b></p>
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<p><i>Payment Frequency and Amount Changes, 1<sup>st</sup> paragraph -</i> Your request to change the payment frequency must be received by us <b>[verbally or]</b> in writing ....</p>	<p>The Company may change the communication method for accepting changes to the payment frequency based on future technology both internal and external. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.</p>	<p><b>N/A</b></p>
<p><i>Payment Frequency and Amount Changes, 2<sup>nd</sup> paragraph -</i> You can only make <b>[[two] of these changes]</b> in any given Certification Period ...</p>	<p>Currently, the Company will allow two change to the payment amount in any given Certification Period.</p> <p style="text-align: center;"><b>OR</b></p> <p>The Company may increase the number of allow changes in which case [two] will be replace by the new number of allowable changes. Any change will only apply for new issues of the rider.</p> <p style="text-align: center;"><b>OR</b></p> <p>The Company may decrease the number of allow changes to one, in which <b>[[two] of these changes]</b> will be replace by <b>[one such change]</b>. Any change will only apply for new issues of the rider.</p>	<p><b>One - four</b></p>
<p><i>Payment Frequency and Amount Changes, 2<sup>nd</sup> paragraph -</i> Your request to change the Payment Amount must be received by us <b>[verbally or]</b> in writing.</p>	<p>The Company may change the communication method for accepting changes to the payment amount based on future technology both internal and external. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.</p>	<p><b>N/A</b></p>
<b>PAGE 6</b>		
<p><i>Termination of Payments -</i> Your benefit payments under this Rider will terminate under any of the following conditions. [a] [your [verbal or] written request to stop benefit payments;] [or] [b] [when the Accumulated Payout Balance is equal to or greater than the Eligible Amount;] [or] [c] [the Insured is no longer Chronically III.]</p>	<p>The number and terms of the circumstances under which benefit payment under this rider terminate may change based on future risks and/or the design of future products or riders that this rider may be issued with. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.</p>	<p><b>N/A</b></p>
<p><i>Termination of Payments -</i> Your benefit payments under this Rider will terminate under any of the following conditions. [a] [your <b>[verbal or]</b> written request to stop benefit payments;] ...</p>	<p>The Company may change the communication method for accepting changes to the payment frequency based on future technology both internal and external. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOV.</p>	<p><b>N/A</b></p>
<b>PAGE 7</b>		

<p><b>Policy Changes When On Claim -</b> The following changes will take place ... [a)] [if your policy is on Death Benefit Option 2, it will automatically be changed to Option 1 and will remain at that option until your policy terminates;] [b)] [no contractual policy changes will be allowed;] [c)] [any outstanding policy loans will be converted into an annually declared loan and be charged interest at the Annually Declared Loan Rate as stated in your policy;] [d)] [no new policy loans may be taken;] [and] [e)] [the ability to change the Loan Interest Option, if included in your policy, is not available after a claim is made under this Rider.]</p>	<p>The number or types of change to the policy while On Claim may change based on future risks and/or the design of future products or riders that this rider may issued with. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOv.</p>	<p><b>N/A</b></p>
<b>PAGE 8</b>		
<p><b>VARIABLE 2</b></p>	<p>Currently there is no cost of insurance charge for the rider nothing will print. If there is a cost to the rider, it would only apply to new issues.</p> <p style="text-align: center;"><b>OR</b></p> <p>If there is a cost of insurance charge for the rider. <b>“Impact on No Lapse Guarantee Rider</b> If your policy includes the No Lapse Guarantee Rider (or the Death Benefit Guarantee Rider in Illinois) or a No Lapse Guarantee provision ( or a Death Benefit Guarantee provision in Illinois), the NLG Monthly Rider Charges used in calculating the NLG Value will include a charge for this Rider. This charge will be equal to the monthly cost as shown in the Table of NLG Monthly Rider Charges on the Policy Data Page.”</p>	<p><b>N/A</b></p>
<b>PAGE 9</b>		
<p><b>Termination of the Rider -</b> This Rider will terminate on the earliest of ... [a)] [when the policy terminates or matures;] [or] [b)] [if the Life Protector Rider, if attached to your policy, goes into effect;] [or] [c)] [the monthly due date following your written request to terminate this Rider, provided there is no outstanding Accumulated Payout Balance;] [or] [d)] [when the outstanding Accumulated Payout Balance exceeds the death proceeds of the policy;] [or] [e)] [when the Insured reaches attained age 121 or, in the case of a last survivor life policy, when the younger insured reaches attained age 121.]</p>	<p>The number or definition of the terminating events may change based on the design of future products or riders this rider may be issued with. Any change will only apply for new issues of the rider. The new language will be filed in a revised EOv.</p>	<p><b>N/A</b></p>
<p><b>Officer Title and Signature</b></p>	<p>This will change in the event that the officer or title of the officer of the company is changed. In the event of title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.</p>	<p><b>N/A</b></p>

Data Pages	EXPLANATION	NUMERIC RANGE
Chronic Illness Accelerated Death Benefit Rider	<p>On single life policies, if the owner elected to add this rider to the policy or if the rider is automatically added by the company, the following line will print.</p> <p>Chronic Illness Accelerated Death Benefit Rider    N/A    Death of Insured</p> <p style="text-align: center;"><b>OR</b></p> <p>On last survivor life policies, if the owner elected to add this rider to the policy or if the rider is automatically added by the company, the following line will print.</p> <p>Chronic Illness Accelerated Death Benefit Rider    N/A    Second Death</p>	<b>N/A</b>
Residual Death Benefit	This is the minimum death benefit amount available after all available accelerated benefits are paid and the policy does not have an outstanding loan. The amount is set by the company based on competitive considerations. The Residual Death Benefit may vary on new issues of the rider but will not change on in-force issues.	<b>\$5,000 - \$100,000</b>
Maximum Claim Processing Fee per payment	The guaranteed maximum claim processing fee charged per payment. This fee is based on the company's cost to process a claim. The guaranteed fee may vary on new issues of the rider but will not change on in-force issues.	<b>\$25 - \$300</b>
Eligible Amount Calculation Limit	The dollar amount used in the calculation of the maximum Eligible Amount. This amount is set by the company based on the company's risk appetite for this benefit. It is the same for all new issues of the rider. The Eligible Amount Calculation Limit may vary on new issues of the rider but will not change on in-force issues.	<b>\$100,000 - \$2,000,000</b>
<i>Table of Minimum Policy and Wellness – Policy Years</i>	The number of years the Chronic Illness Accelerated Death Benefit Rider may be in force. This is dependent on the John Doe information of the particular policy issued.	<b>1 - 104</b>
<i>Table of Minimum Policy and Wellness - Percentages Minimum Policy %</i>	The lowest guaranteed rates that the Insurer will apply to calculate the policy component (A) of the Eligible Amount formula. They will vary by gender, underwriting class, and attained age at claim. The Policy % may vary on new issues of the rider but will not change on in-force issues.	<b>0% - 100%</b>

<p><i>Table of Minimum Policy and Wellness - Percentages Minimum Wellness%</i></p>	<p>If the policy includes the Wellness Benefits and Rewards Rider, these are the lowest guaranteed rates that the Insurer will apply to calculate the wellness component (B) of the Eligible Amount formula. They will vary by gender, underwriting class, and attained age at claim. The Wellness % may vary on new issues of the rider but will not change on in-force issues.</p> <p style="text-align: center;"><b>OR</b></p> <p>The Wellness % is only applicable on policies that include the Wellness Benefits and Rewards Rider therefore N/A will print in this column if:</p> <ol style="list-style-type: none"> <li>1) the particular policy being issued does not include the Wellness Rider; or</li> <li>2) the base policy is a last survivor life policy.</li> </ol>	<p><b>0% - 20%</b></p>
<p>Table of Monthly Maximum Rider Rates per \$1,000 (for Single Life policies)</p>	<p>This table (as shown in Appendix A) will print on a single life policy only if the Rider includes a cost of insurance charge. These are the highest guaranteed rates that the Insurer will apply to calculate the monthly cost of this rider. These rates are obtained by calculating the expected cost of the benefit using the impaired mortality and morbidity assumptions used within the pricing of the benefit. They may vary on new issues of the rider but will not change on in force issues of the same attained age, gender and underwriting class. The Table of Monthly Maximum Rider Rates per \$1,000 will vary based upon the attained age, gender and underwriting class of each insured.</p>	<p><b>0.00 to 8.33333</b></p>
<p>Table of NLG Monthly Rider charges</p>	<p>If the Rider includes a cost of insurance charge and the policy includes a shadow fund type of No Lapse Guarantee, the line [Chronic Illness Accelerated Death Benefit Rider [\$XX.XX]] will print in the Table of NLG Monthly Rider charges with the appropriate charge. Sample shown in Appendix B.</p>	<p><b>N/A</b></p>
<p>Table of NLG Monthly Rider charges Chronic Illness Accelerated Death Benefit Rider Charge</p>	<p>If the Rider includes a cost of insurance charge and the policy includes a shadow fund type of No Lapse Guarantee, this is the monthly charge that will be deducted from the shadow account. This charge varies by issue age, gender and underwriting class. The monthly charge may vary on new issues of the rider but will not change on in-force issues. Sample shown in Appendix B.</p>	<p><b>0.00 to unlimited due to unlimited face amount</b></p>

<p>VARIABLE 3 (for Joint Life policies)</p>	<p>Currently there is no cost of insurance charge for the rider nothing will print.</p> <p style="text-align: center;"><b>OR</b></p> <p>If there is a cost of insurance charge for the rider. The statement [Monthly Maximum Rider Rate per \$1,000 [[X.XXXXX]] Including the appropriate rate will print on the Data Page for a joint life policy only if the Rider includes a cost of insurance charge. This is the highest guaranteed rates that the Insurer will apply to calculate the monthly cost of the rider. These rates are obtained by calculating the expected cost of the benefit using the impaired mortality and morbidity assumptions used within the pricing of the benefit. They may vary on new issues of the rider but will not change and in force issues of the same joint equal age. The Monthly Maximum Rider Rate per \$1,000 will vary based upon the joint equal age with is calculated using the issue age, gender and underwriting class of each insured.</p>	<p><b>N/A</b></p> <p><b>0.00 to 8.33333</b></p>
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**Appendices to the Explanation of Variable Material  
Chronic Illness Accelerated Death Benefit Rider  
Form 2CABRH12**

**APPENDIX A****[POLICY DATA PAGE (continued)]**

POLICY NUMBER: [ AVIVA CABR ]  
INSURED: [ JOHN DOE ]

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER  
TABLE OF MONTHLY MAXIMUM RIDER RATES PER \$1,000**

<b>POLICY YEAR</b>	<b>POLICY RATE</b>	<b>POLICY YEAR</b>	<b>RATE</b>
[ 1	0.01367	34	0.05342
2	0.01467	35	0.05342
3	0.01592	36	0.05342
4	0.01725	37	0.05475
5	0.01858	38	0.05933
6	0.01917	39	0.06742
7	0.01942	40	0.07983
8	0.02092	41	0.07983
9	0.02242	42	0.07983
10	0.02417	43	0.07983
11	0.02608	44	0.08683
12	0.02792	45	0.10033
13	0.02950	46	0.10267
14	0.03117	47	0.10333
15	0.03283	48	0.12092
16	0.03558	49	0.14375
17	0.03842	50	0.17042
18	0.04050	51	0.18717
19	0.04242	52	0.19308
20	0.04467	53	0.21708
21	0.04675	54	0.23650
22	0.04875	55	0.25158
23	0.05075	56	0.25333
24	0.05233	57	0.25442
25	0.05342	58	0.27042
26	0.05342	59	0.27917
27	0.05342	60	0.28033
28	0.05342	61	0.26600
29	0.05342	62	0.25208
30	0.05342	63	0.25208
31	0.05342	64	0.25117
32	0.05342	65	0.24700
33	0.05342	66	0.23958 ]

**APPENDIX A (Cont.)****[POLICY DATA PAGE (continued)]**

POLICY NUMBER: [ AVIVA CABR ]  
 INSURED: [ JOHN DOE ]

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER****TABLE OF MONTHLY MAXIMUM RIDER RATES PER \$1,000**

<b>POLICY YEAR</b>	<b>POLICY RATE</b>
[ 67	0.23200
68	0.22083
69	0.20842
70	0.19508
71	0.18125
72	0.16258
73	0.13817
74	0.11575
75	0.09550
76	0.07742
77	0.06133
78	0.04742
79	0.03542
80	0.02533
81	0.01717
82	0.01067
83	0.00583
84	0.00250
85	0.00058
86	-
<b>87 and thereafter</b>	<b>-]</b>

**APPENDIX B-Single Life****[POLICY DATA PAGE (continued)]**

POLICY NUMBER: [ AVIVA CABR]

INSURED: [ JOHN DOE ]

**NO LAPSE GUARANTEE RIDER****TABLE OF NLG MONTHLY RIDER CHARGES**

<b>RIDER</b>	<b>CHARGE</b>
[Chronic Illness Accelerated Death Benefit Rider:	[\$3.12]]

Form 2EFE11

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**APPENDIX B-Joint Life****[POLICY DATA PAGE (continued)]**

POLICY NUMBER: [ AVIVA SB CABR]

INSUREDS: [ JOHN DOE ]

[ JANE DOE ]

**NO LAPSE GUARANTEE RIDER****TABLE OF NLG MAXIMUM MONTHLY RIDER CHARGES**

<b>RIDER</b>	<b>CHARGE</b>
[Chronic Illness Accelerated Death Benefit Rider:	[\$8.96]]

Form 2JBB12

Page 3F-NLG ]



**AVIVA**

**Aviva Life and Annuity Company**

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

**CHRONIC ILLNESS ACCELERATED DEATH BENEFIT RIDER**

(Attached to and made a part of the policy)

Subject to the following terms and conditions, this Rider provides for an accelerated death benefit payment to you if the Insured becomes Chronically Ill. This Rider was added to your policy [at your request] [in consideration of the cost for this Rider] [and] [in consideration of the application received].

**DISCLOSURES**

**THE PAYMENT OF AN ACCELERATED DEATH BENEFIT AS PROVIDED UNDER THIS RIDER IS NOT MEANT TO CAUSE YOU TO INVOLUNTARILY ACCESS PROCEEDS ULTIMATELY PAYABLE TO THE BENEFICIARY. THEREFORE, BENEFITS UNDER THIS RIDER ARE NOT AVAILABLE IF:**

- A) YOU ARE REQUIRED BY LAW TO USE THIS BENEFIT TO MEET THE CLAIMS OF CREDITORS, WHETHER IN BANKRUPTCY OR OTHERWISE; OR**
- B) YOU ARE REQUIRED BY A GOVERNMENT AGENCY TO USE THIS BENEFIT IN ORDER TO APPLY FOR, OBTAIN OR OTHERWISE KEEP A GOVERNMENT BENEFIT OR ENTITLEMENT.**

**ALTHOUGH PAYMENTS MADE UNDER THIS RIDER GENERALLY ARE INTENDED TO QUALIFY FOR FAVORABLE TAX TREATMENT UNDER SECTION 101(g) OF THE INTERNAL REVENUE CODE, PAYMENTS UNDER THIS RIDER MAY BE TAXABLE. THE OWNER SHOULD CONSULT A COMPETENT TAX ADVISOR TO DETERMINE THE CURRENT TAX CONSEQUENCES BEFORE REQUESTING ANY ACCELERATED DEATH BENEFITS. THIS RIDER IS NOT INTENDED TO BE A HEALTH CONTRACT, QUALIFIED LONG TERM CARE INSURANCE CONTRACT UNDER SECTION 7702B(b) OF THE INTERNAL REVENUE CODE OR A NON-QUALIFIED LONG TERM CARE INSURANCE CONTRACT.**

**THE POLICY WILL REMAIN IN FORCE AFTER AN ACCELERATED DEATH BENEFIT IS PAID AND ANY ACCELERATION WILL NOT REDUCE THE AMOUNT OF MONTHLY CHARGES ASSESSED AGAINST YOUR ACCOUNT VALUE AND WILL HAVE NO EFFECT ON THE AMOUNT OF FUTURE PREMIUMS THAT MAY BE REQUIRED UNDER YOUR POLICY. THE CASH VALUE, ACCOUNT VALUE, LOAN VALUE, AND DEATH PROCEEDS PAYABLE WILL BE REDUCED BY ANY ACCUMULATED PAYOUT BALANCE DUE TO THE PAYMENT OF AN ACCELERATED DEATH BENEFIT UNDER THIS RIDER.**

**DEFINITIONS**

**Accumulated Payout Balance** means the sum of Payment Amounts adjusted as described in this Rider.

**Activities of Daily Living (ADL).** Each of the following is an Activity of Daily Living:

- [a)] [Bathing - the ability to wash oneself by sponge bath or in either a tub or shower; including the task of getting into or out of the tub or shower without Substantial Assistance from another individual.]**

- [b)] **[Contenance** - the ability to maintain control of bowel or bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for a catheter or colostomy bag without Substantial Assistance from another individual.]
- [c)] **[Dressing** - the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs without Substantial Assistance from another individual.]
- [d)] **[Eating**- the ability to feed oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by feeding tube or intravenously without Substantial Assistance from another individual.]
- [e)] **[Toileting** - the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene without Substantial Assistance from another individual.]
- [f)] **[Transferring** - the ability to move into or out of a bed, chair or wheelchair without Substantial Assistance from another individual.]

**Certification Date** means the effective date for which the Insured is certified or recertified to be Chronically Ill in the written certification by a Licensed Physician.

**Certification Period** means the period during which the current certification of the Insured's Chronic Illness is in effect. The Certification Period begins on the Certification Date but will not include any days covered by a benefit payment made under this Rider during the prior Certification Period. Certification Periods cannot overlap and can cover periods less than a full year depending on when recertification is made.

**Chronically Ill or Chronic Illness** means that a Licensed Physician has certified in writing that the Insured has an illness or impairment, and that as a result of such illness or impairment, the Insured has met at least one of the following two conditions during the [90] consecutive calendar days immediately preceding such certification (and is expected to continue to meet at least one of such conditions afterwards permanently):

- a) the Insured is unable to perform without Substantial Assistance from another individual at least [two] Activities of Daily Living due to a loss of functional capacity; or
- b) the Insured requires Substantial Supervision to be protected from threats to health and safety due to Severe Cognitive Impairment.

The Insured will not be considered Chronically Ill unless the Certification Date in the written certification is within the prior 12 months.

**Insured** for purposes of this Rider means the Insured on a single life base policy or the last surviving Insured on a last survivor life base policy. This term does not include other persons covered under other riders.

**IRS Per Diem Limit** means the inflation adjusted dollar amount as defined by Internal Revenue Code (IRC) Section 7702B(d)(4) and (5) which generally is the maximum daily per diem benefit that can be received on account of the Insured's Chronic Illness without being subject to federal income taxation. The Internal Revenue Service (IRS) announces this limit for each calendar year.

**Licensed Physician** for purposes of this Rider means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the State in which he/she performs such function or action as defined in IRC Section 101(g)(4)(D) and Section 1861(r)(1) of the Social Security Act. The Licensed Physician cannot be you, the Insured, a beneficiary or a member of your, the Insured's or a beneficiary's Immediate Family. Immediate Family means husband, wife, domestic partner, civil union partner, child, sibling, parent, grandparent, grandchild, cousin, aunt, uncle, niece, nephew and any of their spouses, domestic partners or civil union partners. State for purposes of this provision means each state of the United States of America, as well as the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, and American Samoa.

**Net Payment Amount** means the actual amount of a benefit payment you will receive under this Rider.

**On Claim** means that all Eligibility Requirements have been met and benefits under this Rider are actively being paid.

**Payment Amount** means the amount of accelerated death benefit payment deducted from the Eligible Amount and added to the Accumulated Payout Balance.

**Payment Period** is equal to the number of calendar days covered by a Payment Amount. A Payment Period cannot extend beyond the end of the Certification Period and can only cover full months.

**Remaining Eligible Amount** means the amount of death benefit available to accelerate after benefit payments under this Rider have started. It is equal to the Eligible Amount less unearned interest less the Accumulated Payout Balance.

**Severe Cognitive Impairment** means a deterioration or loss in intellectual capacity comparable to, and including, Alzheimer's disease and similar forms of irreversible dementia. This deterioration must be measured by clinical evidence and standardized tests which reliably measure impairment in:

- [a)] [short term or long term memory;]
- [b)] [orientation to people, places, or time;]
- [c)] [deductive or abstract reasoning;] [and]
- [d)] [judgment as it relates to safety awareness.]

**Substantial Assistance** means Hands-On Assistance and Standby Assistance. For this purpose, Hands-On Assistance means the physical assistance of another person without which the Insured would be unable to perform the Activity of Daily Living. Also, Standby Assistance means the presence of another person within arm's reach of the Insured that is necessary to prevent, by physical intervention, injury to the Insured while he or she is performing the Activity of Daily Living (such as being ready to catch the Insured if he or she falls while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from the Insured's throat if he or she chokes while eating).

**Substantial Supervision** means continual supervision (which may include cuing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Insured from threats to his or her health or safety (such as may result from wandering).

Additional terms not defined in this section, or elsewhere in this Rider, are explained elsewhere in your policy.

#### AMOUNT ELIGIBLE FOR ACCELERATION

[VARIABLE 1] Once the Eligibility Requirements are met, the Eligible Amount is calculated and set unless a withdrawal is taken from your policy or the Insured goes off claim. If a withdrawal is taken from your policy while On Claim, the Eligible Amount will be reduced by the same amount as the withdrawal.

We calculate the Eligible Amount based on your current Cash Value and  $(A+B)\%$  of the difference between your policy's current death benefit and current Account Value.

Where:     A = the currently declared policy % which will never be less than the Minimum Policy % shown on the Policy Data Page for this Rider.  
              B = the currently declared Wellness % which will never be less than the Minimum Wellness % shown on the Policy Data Page for this Rider.

The Wellness % is only applicable if your policy includes the Wellness Benefits and Rewards Rider [(not available on last survivor life policies)] and the Insured has qualified for [level 2] Wellness Rewards in each completed qualification period prior to going On Claim. We will assume the Insured has met this requirement for the calculation of the Eligible Amount during the first [two] policy year[s].

The Minimum Policy % and Minimum Wellness % are shown in the Table of Minimum Policy and Wellness Percentages on the Policy Data Page for this Rider. We may declare higher percentages than those shown on the Policy Data Page for this Rider which would have the effect of increasing the Eligible Amount in the above calculation.

The Eligible Amount cannot exceed the lesser of:

- a) 100% of the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit) less the Residual Benefit Amount, or
- b) the Eligible Amount Calculation Limit shown on the Policy Data Page for this Rider plus the current Cash Value.

### **ELIGIBILITY REQUIREMENTS**

To be eligible to receive the benefits under this Rider, all of the following Eligibility Requirements must be met:

- a) the Insured must be Chronically Ill; and
- b) your policy must have a positive Remaining Eligible Amount; and
- c) you must have a written certification from a Licensed Physician in a form acceptable to us, with a Certification Date within the prior 12 months and on file with us, that the Insured is Chronically Ill; and
- d) your policy must be in force other than as extended term or reduced paid up insurance, if available; and
- e) your policy must not be in the grace period; and
- f) your policy does not have an existing lien or similar offset as a result of a claim under any other rider attached to your policy that provides for the acceleration of the death benefit; and
- g) accelerated death benefits under this Rider must be approved by any irrevocable beneficiary or assignee; and
- h) if your policy is a last survivor life policy, we must receive written proof of the death of one insured.

In order to protect our interest, we also reserve the right to require consent from the Insured, the spouse of the Insured, other beneficiaries, or any person if, in our opinion, such person's consent is necessary.

### **LIMITATIONS AND EXCLUSIONS**

Benefits under this Rider will not be paid if the Chronic Illness resulted from illness, treatment or medical condition arising out of:

- [a)] [intentionally self-inflicted injuries;]
- [b)] [attempted suicide (sane or insane);] [or]
- [c)] [aviation (this exclusion applies only to non-fare-paying passengers).]

### **[RIDER COST**

There are no additional premiums or cost of insurance charges for this Rider.]

## ACCELERATED DEATH BENEFIT PAYMENT

If the Insured is Chronically Ill and all of the Eligibility Requirements are met, you can elect to receive benefits under this Rider. You may elect to receive benefit payments either monthly or as an annual lump sum. The Payment Amount is subject to the following limits:

The minimum Payment Amount will be the lesser of:

- a) [2%] of the Eligible Amount multiplied by the number of complete months within the Payment Period; or
- b) [\$1,000] multiplied by the number of complete months within the Payment Period.

The maximum Payment Amount will be the lesser of:

- a) The IRS Per Diem Limit in effect at the beginning of a Payment Period multiplied by the exact number of days in that period; or
- b) [2%] of the Eligible Amount multiplied by the number of complete months within the Payment Period; or
- c) [2%] of the net cash value multiplied by the number of complete months within the Payment Period.

The Net Payment Amount is the amount you will receive. It is equal to  $A - (B + C)$  where:

- A is the Payment Amount;
- B is the Claim Processing Fee; and
- C is the Pro-Rata Loan Reduction, if any.

If processing the full Payment Amount results in the Accumulated Payout Balance exceeding the Eligible Amount, the Payment Amount will be reduced to not exceed the Eligible Amount.

If the sum of the Claim Processing Fee and Pro-Rata Loan Reduction exceeds the Payment Amount, to the extent allowable, the Claim Processing Fee will be deducted first, followed by the Pro-Rata Loan Reduction.

### **PAYMENT [FREQUENCY] [AND] [AMOUNT] [CHANGES]**

[You may change the frequency of your benefit payments. The change can only take effect at the beginning of a Certification Period. Your request to change the payment frequency must be received by us [verbally or] in writing no less than 30 days prior to the beginning of the next Certification Period.]

[You may change your Payment Amount. You can only make [[two] of these changes] in any given Certification Period and any such change is subject to the applicable Payment Amount limits defined above. If no change request is made, then the Payment Amount specified at time of claim will remain in effect subject to the limitations and conditions of this Rider. Your request to change the Payment Amount must be received by us [verbally or] in writing. The change will not be effective until the first Payment Period that begins following the date that is 5 business days after the date the request is received.]

The benefit payments under this Rider are paid to you or your estate while the Insured is living, unless the benefit has been otherwise assigned or designated by you.

If the Insured dies after you elect to receive benefit payments under this Rider but before any such benefits are received, the election shall be cancelled and the death benefit paid pursuant to the policy.

## **ACCUMULATED PAYOUT BALANCE**

The Accumulated Payout Balance is equal to the sum of:

- a) any Payment Amounts provided under this Rider; plus
- b) accrued interest on those amounts in a); plus
- c) amounts required to keep your policy in force and prevent it from entering the grace period due to a lack of net cash value while the Insured is On Claim, which amounts are considered benefit payments under this Rider; plus
- d) accrued interest on those amounts in c).

For the Accumulated Payout Balance up to the Account Value less any outstanding policy loans, interest will be at the same interest rate as the policy's annually declared loan interest rate as appropriate per your policy.

For the Accumulated Payout Balance in excess of the Account Value less any outstanding policy loans, interest accrues at a variable rate. We may change the variable interest rate once a year on the policy anniversary but it will not exceed the greatest of:

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

If applying the full amount of the interest charge would cause the Accumulated Payout Balance plus any outstanding loans to exceed the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit) less the Residual Death Benefit, then the Residual Death Benefit provision will apply.

No repayments of the Accumulated Payout Balance will be accepted.

## **TERMINATION OF PAYMENTS**

Your benefit payments under this Rider will terminate under any of the following conditions:

- [a)] [your [verbal or] written request to stop benefit payments;] [or]
- [b)] [when the Accumulated Payout Balance is equal to or greater than the Eligible Amount;] [or]
- [c)] [the Insured is no longer Chronically Ill.]

Termination of benefit payments does not terminate the Rider. Interest will continue to accrue on the Accumulated Payout Balance.

## **RESTART PAYMENTS**

If you previously requested to stop benefit payments and want to start receiving them again, all of the Eligibility Requirements must be met again.

If benefit payments are resumed, the Eligible Amount will be the lesser of:

- a) the Eligible Amount at the time of the previous benefit payment termination; or
- b) what the Eligible Amount would be if the resumption of benefit payments was treated as if it were the initial claim.

## **LAPSE PROTECTION**

On each monthly due date while a policy is On Claim, if the policy's net cash value is insufficient to complete the monthly processing, the following processing will occur instead:

- a) the Grace Period provision will not apply and the policy will remain in force;
- b) a charge equal to the full monthly deduction will be added to the Accumulated Payout Balance; and
- c) the policy's Account Value, if any, will continue to accrue interest.

## **RESIDUAL DEATH BENEFIT**

When the death benefit defined in your policy less the Accumulated Payout Balance is first equal to or less than the Residual Death Benefit and there are no outstanding policy loans, this Residual Death Benefit provision will become active and the following changes to your policy will take place:

- a) no more payments will be made under this Rider;
- b) all riders other than this Rider will terminate; and
- c) no additional premium payments will be accepted.

The effect of this is that the net cash value of your policy will be equal to zero and any coverage provided cannot be surrendered.

No additional interest will accrue on the Accumulated Payout Balance under this Residual Death Benefit provision.

The Residual Death Benefit amount is shown on the Policy Data Page for this Rider. This Residual Death Benefit provision will apply until the death of the Insured.

If the policy has an outstanding loan balance greater than zero and the Accumulated Payout Balance plus any outstanding policy loans is equal to the death benefit defined in your policy (including the current Face Amount of any term riders on the life of the Insured if not already included in the policy definition of the death benefit), then no Residual Death Benefit will be available.

## **IMPACT OF AN ACCELERATED DEATH BENEFIT PAYMENT ON YOUR POLICY**

The death benefit defined in your policy will be offset by any Accumulated Payout Balance. Thus, your policy's death proceeds are reduced by the Accumulated Payout Balance. The Accumulated Payout Balance is not intended to reflect any indebtedness. Although the Accumulated Payout Balance does not reduce your cash value, your access to the net cash value of your policy through withdrawals or surrender, as defined in your policy, is limited to any excess of the net cash value over the Accumulated Payout Balance.

The payment of an accelerated death benefit under this Rider will have no effect on the amount of future premiums, cost of insurance charges, and expense charges that may be required under your policy.

## **POLICY CHANGES WHEN ON CLAIM**

The following changes will take place on your policy while it is On Claim:

- [a)] [if your policy is on Death Benefit Option 2, it will automatically be changed to Option 1 and will remain at that option until your policy terminates;]
- [b)] [no contractual policy changes will be allowed;]
- [c)] [any outstanding policy loans will be converted into an annually declared loan and be charged interest at the Annually Declared Loan Rate as stated in your policy;]
- [d)] [no new policy loans may be taken;] [and]
- [e)] [the ability to change the Loan Interest Option, if included in your policy, is not available after a claim is made under this Rider.]

## **POLICY CHARGES**

All policy charges as defined in your policy's Monthly Deduction provision will continue to be deducted from the Account Value while your policy is On Claim. This may result in your policy's Account Value being reduced to zero. For purposes of assessing cost of insurance and other charges under your policy, the policy's death benefit is not affected by the Accumulated Payout Balance.

### **PRO-RATA LOAN REDUCTION**

If you have an outstanding policy loan at the time of claim under this Rider, we will use a portion of your benefit payment to reduce your policy loan on a pro rata basis.

The amount of loan repayment will be equal to  $A \times (B/C)$  where:

A is the amount of the outstanding policy loan.

B is the Payment Amount.

C is the Remaining Eligible Amount

### **IMPACT ON LIFE PROTECTOR PAID UP RIDER/SURVIVOR LIFE PROTECTOR PAID UP RIDER**

If the benefits under a Life Protector Rider, if attached to your policy, become effective and the Remaining Eligible Amount is equal to or greater than zero, the following change is made to the Death Benefit under the Life Protector Rider. The Death Benefit under the Life Protector Rider will be maximum of:

- a) the Death Benefit as defined in the Life Protector Rider; and
- b) the sum of the Accumulated Payout Balance plus the amount of the outstanding policy loan.

[VARIABLE 2]

## **CLAIMS**

### **CLAIM REQUIREMENTS**

We must receive your written request for benefit payments under this Rider in a form acceptable to us. We will provide you with a claim form within 15 business days after receipt of your request. If we do not provide the claim form within 15 business days after receipt of your request and you provide a Licensed Physician's written certification that the Insured is Chronically Ill on another form which is acceptable to us, you will be considered to have complied with the requirements of this Rider as to proof of the Insured's medical condition.

Assuming all other conditions and limitations are met, a benefit payment can only be made if every day within the Payment Period is within 12 months from the most recent Certification Date of the Insured's Chronic Illness; therefore, recertification is required every 12 months.

We reserve the right to obtain, at any time, an additional opinion of the Insured's condition from a Licensed Physician that we designate at our expense. Should this opinion differ from that of the Insured's Licensed Physician the opinion of our Licensed Physician will prevail.

Prior to or concurrent with your election to receive benefit payments, you and any irrevocable beneficiary will be given a statement demonstrating the effect of these benefit payments on the cash value, death benefit, premium, cost of insurance charges, policy loans and the Accumulated Payout Balance under your policy.

We will pay interest on benefit payments as required by the law of the state in which the application was signed. Interest, if any, will be paid in a single lump sum for the period from the date all Eligibility Requirements are received by us to the date of the benefit payment.

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

### **CLAIM PROCESSING FEE**

We reserve the right to assess a Claim Processing Fee for each benefit payment. The processing fee per payment will not be greater than the Maximum Claim Processing Fee as shown on the Policy Data Page for this Rider.

## GENERAL PROVISIONS

### COORDINATION WITH THE ACCELERATED BENEFIT RIDER

If your policy also contains the Accelerated Benefit Rider (or the Accelerated Benefit Rider Due to Terminal Condition in Pennsylvania) and you have already made a claim under that rider, you are not eligible to make a claim under this Rider. If you have not made a claim under the Accelerated Benefit Rider and you plan to make a claim under this Rider, you should consult your tax advisor as to which accelerated benefit rider better fits your particular situation. You can only receive benefits under one accelerated benefit rider under your policy.

### TERMINATION OF THE RIDER

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

- [a)] [when the policy terminates or matures;] [or]
- [b)] [if the Life Protector Rider, if attached to your policy, goes into effect;] [or]
- [c)] [the monthly due date following your written request to terminate this Rider, provided there is no outstanding Accumulated Payout Balance;] [or]
- [d)] [when the outstanding Accumulated Payout Balance exceeds the death proceeds of the policy;] [or]
- [e)] [when the Insured reaches attained age 121 or, in the case of a last survivor life policy, when the younger insured reaches attained age 121.]

Termination of the Rider will not affect the payment of benefits for any qualifying claim that occurred while this Rider was in force.

### REINSTATEMENT

If your policy lapsed due to non-payment of premium and you reinstate it according to the Reinstatement provision of your policy, this Rider can also be reinstated. If any benefit payments under this Rider were paid prior to lapse, any existing Accumulated Payout Balance under this Rider will be reinstated as well, including interest charges from the point of lapse to reinstatement.

### INCONTESTABILITY

The validity of this Rider will be based on the Incontestability provision of your policy.

### CONSTRUCTION

This Rider shall be construed to comply with the requirements of IRC section 101(g).

### EFFECTIVE DATE

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

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[Richard C. Cohan]  
[Secretary]