



AVIVA

Aviva Life Insurance Company

A Stock Insurance Company

Home Office: Wilmington, Delaware

Executive Office: PO Box 55171, Boston, Massachusetts 02205-5171
1-800-343-5660

DEFERRED ANNUITY CONTRACT

The Aviva Life Insurance Company (“the Company”) agrees to pay a monthly income to the Annuitant. Payments will begin one month after the Annuity Date and be paid each month as long as the Annuitant lives. If the Annuitant dies before 120 payments have been made, payments will be then made to the Beneficiary until 120 payments in all have been made.

If the Contract Owner dies before the Annuity Date we will pay the Annuity Value to the Beneficiary upon receipt of due proof of the Contract Owner’s death.

**READ YOUR CONTRACT CAREFULLY
THIS IS A LEGAL CONTRACT BETWEEN YOU AND US.**

20 DAY RIGHT OF EXAMINATION

Within 20 days after this Contract is received, it may be returned to the agent through whom it was purchased or to the Company at our Executive Office. If the Contract is so returned, it will be deemed void from the beginning and we will refund any premium paid. We will make any refund within 10 days of our receipt of the returned Contract.

Signed for the Company at its Executive Office on the Date of Issue.

Hans L. Carstensen, III
President

Gerard J. Guimond
Secretary

CONTRACT NUMBER
BA456789

ISSUE AGE AND SEX
65 AND MALE

ANNUITANT
JOHN DOE

CONTRACT DATE
JUNE 01, 2003

INITIAL PREMIUM
\$25,000.00

ANNUITY DATE
JUNE 01, 2033

SPECIMEN CONTRACT
THIS SAMPLE CONTRACT IS PROVIDED FOR INFORMATION ONLY. CONTRACT LANGUAGE, FEATURES, AND AVAILABILITY VARY BETWEEN STATES.

**Flexible Premium Deferred Annuity Contract
Market Value Adjustment
Non-Participating – No Dividends
Life Annuity, 10 Years Certain, Commencing on Annuity Start Date
Guaranteed Values – Excess Interest Provision**

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DEFINITIONS

- “**We**”, “**us**” and “**our**” refers to the Company.
- “**You**” and “**your**” refers to the Contract Owner of this Contract.
- “**In Writing**” refers to in a written form acceptable to us and filed at our Executive Office.
- “**Annuitant**” refers to the Annuitant named in the application.
- “**Attained Age**” refers to the age nearest birthday.
- “**Annuity Value**” refers to the Net Premium increased with interest, less any withdrawals.
- “**Contract Owner**” is the person(s) named on the Application as Owner.
- “**Contingent Contract Owner**” is the person(s) named on the Application as a Contingent Owner.
- “**Contract Year**” is the 12-month period following the Contract Date and each 12-month period thereafter.
- “**Net Premium**” is the balance of the premium remaining after premium taxes, if any.
- “**Net Yield Rate**” is the weighted average of yields of each of the investments held by Us in our general account, under the Interest Earnings Strategy to which the Annuity Value is allocated, less investment expenses and any applicable taxes.
- “**Gross Premium**” is the total premium paid.
- “**Contract Date**” refers to the Date of Issue of this Contract. Contract Years, Months, and Anniversaries are computed from the Contract Date.

CONTRACT DATA

CONTRACT NUMBER
BA456789

GUARANTEED RATES

MINIMUM INTEREST RATE: 3.00%

ISSUE AGE AND SEX
65 AND MALE

MAXIMUM BASE INTEREST MARGIN: 2.00%

ANNUITANT
JOHN DOE

CONTRACT DATE
JUNE 01, 2003

YEAR	SURRENDER CHARGE SCHEDULE*		PERCENTAGE	INITIAL PREMIUM \$25,000.00
	PERCENTAGE	YEAR		
1	9.25%	6	4.0%	ANNUIITY DATE JUNE 01, 2033
2	8.25%	7	3.0%	
3	7.25%	8	2.0%	
4	6.25%	9	1.0%	
5	5.0%	10+	0.0%	

SPECIMEN CONTRACT

THIS SAMPLE CONTRACT IS PROVIDED FOR INFORMATION ONLY. CONTRACT LANGUAGE, FEATURES, AND AVAILABILITY VARY BETWEEN STATES.

*SUBJECT TO THE FREE WITHDRAWAL AMOUNT PROVISION

THE MAXIMUM INTEREST MARGIN IS THE GUARANTEED MAXIMUM AMOUNT DEDUCTED FROM THE NET YIELD RATE TO DETERMINE THE CREDITED INTEREST RATE.

TABLE OF GUARANTEED VALUES

END OF CONTRACT YEAR	ANNUAL PREMIUM	ANNUITY VALUE	SURRENDER VALUE
1	1,000	1,030	944
2	1,000	2,091	1,936
3	1,000	3,184	2,976
4	1,000	4,309	4,067
5	1,000	5,468	5,222
6	1,000	6,662	6,423
7	1,000	7,892	7,679
8	1,000	9,159	8,994
9	1,000	10,464	10,370
10	1,000	11,808	11,808
11	1,000	13,192	13,192
12	1,000	14,618	14,618
13	1,000	16,086	16,086
14	1,000	17,599	17,599
15	1,000	19,157	19,157
16	1,000	20,762	20,762
17	1,000	22,414	22,414
18	1,000	24,117	24,117
19	1,000	25,870	25,870
20	1,000	27,676	27,676
21	1,000	29,537	29,537
22	1,000	31,453	31,453
23	1,000	33,426	33,426
24	1,000	35,459	35,459
25	1,000	37,553	37,553
26	1,000	39,710	39,710
27	1,000	41,931	41,931
28	1,000	44,219	44,219
29	1,000	46,575	46,575
30	1,000	49,003	49,003

SPECIMEN CONTRACT
 THIS SAMPLE CONTRACT IS PROVIDED FOR INFORMATION ONLY. CONTRACT LANGUAGE, FEATURES, AND AVAILABILITY VARY BETWEEN STATES.

GENERAL PROVISIONS

ENTIRE CONTRACT

This Contract is issued in consideration of the application and payment of the premiums. The entire Contract consists of this document, any attached riders and the application. We will not use any statement made to void this Contract or to defend a claim under it unless that statement is in the attached application. All statements in the application will, in the absence of fraud, be deemed representations and not warranties. No person, except our President or Secretary, has the power on our behalf to make or modify this Contract.

INCONTESTABILITY

This Contract will not be contested after two years from the Date of Issue.

MISSTATEMENTS

If the age or sex of the Annuitant has been misstated, the amount payable by us will be that which would be due if the true age or sex had been stated. If a correction of age or sex is made while payments are being made the change will be reflected in future payments. Changes will be adjusted for interest at the rate used in computing the Annuity payment amount.

NON-PARTICIPATING

This Contract is non-participating. It does not share in our profits or surplus.

REPORTS TO CONTRACT OWNER

At least once each year, we will send you a statement showing the then current Annuity Value, the interest credited, and any withdrawals.

CONTRACT CONTROL

CONTRACT OWNER'S RIGHTS

As long as no Beneficiary is irrevocably named, you may exercise all the rights and options this Contract provides or that we permit.

During the lifetime of the Annuitant and prior to the Annuity Date the Contract Owner may elect:

1. To change the Annuity Date;
2. To have payments made to the Annuitant under any of the Settlement Options; or
3. That settlement with a Beneficiary be made under any of the Settlement Options, subject to availability.

Election must be by written request in a form acceptable to us.

DEATH OF BENEFICIARY

If no named Beneficiary survives the Contract Owner then, unless this Contract provides otherwise, the Contract Owner's estate will be the Beneficiary.

CHANGE OF CONTRACT OWNER, ANNUITANT, OR BENEFICIARY

The Contract Owner, Annuitant, and Beneficiary are those so named in the application, unless you change them. To change them, you must notify us in writing while the Contract Owner is alive. If there is more than one Contract Owner, then each shall own the Contract jointly with rights of survivorship. If any Contract Owner survives the Annuitant, then the Contract Owner becomes the new Annuitant unless the Contract Owner(s) had given notice to us otherwise. A transfer of Ownership does not affect the interest of any previously designated Beneficiary. After we receive such notice, the change will take effect as of the date you signed such notice, whether or not the Contract Owner is living when we receive it. The change will be subject to any payment we made or any action we may have taken before we received such notice.

NONFORFEITURE PROVISIONS

MINIMUM BENEFITS

Any paid-up Annuity cash surrender or death benefit under this Contract will not be less than the minimum benefit required by any law of the state in which this Contract is delivered.

ADDITIONAL PREMIUM PAYMENTS

Each premium payment made after the Contract Date will earn interest beginning on the date we receive it, in the same manner as the Annuity Value. Each additional premium payment must be at least \$100 per Strategy.

INTEREST RATES

The Minimum Interest Rate used in calculating the Annuity Value is 3.00% per annum. Interest in excess of the minimum rate may be applied in the calculation of the Annuity Value.

The total of the Minimum Interest Rate and the excess interest credited to the Annuity Value will not be less than the Net Yield Rate less the Total Interest Margin. The Net Yield Rate will be calculated monthly. The Net Yield Rate is the weighted average of yields of each of the investments held under the Interest Earnings Strategy to which the Annuity Value is allocated, less investment expenses and any applicable taxes. This Net Yield Rate is adjusted over a minimum of a 12-month period for realized gains and losses. The Base Interest Margin will be declared before the beginning of each Contract Year. The declared Base Interest Margin will never be greater than the Maximum Base Interest Margin shown on Page 3.

Contact your agent or call our Executive Office toll-free at the phone number on Page 1 to obtain Net Yield Rates and credited rates.

INTEREST EARNINGS STRATEGIES

The investment results of defined segments of our general account, called Interest Earnings Strategies, are reflected in the Net Yield Rates and, if applicable, Market Value Adjustment factors that we declare for each Strategy. Strategies are not fluctuating subaccounts. Each Strategy has a defined investment objective that determines the types of investments we hold in the corresponding segment of our general account. Your Annuity Value is allocated under one or more Interest Earnings Strategies you selected on your application or later changed by written request. You may elect one or more Interest Earnings Strategies to which we allocate premium payments after the first. If you do not elect otherwise, we will allocate such premium payments in proportion to those you have elected for your existing Annuity Value. Transfers will become effective on the first day of the Contract Month following the date we receive your request.

Unless necessitated by Strategy discontinuance or permitted by Strategy renaming or changing as described below, (1) transfers are not permitted in the first Contract Year, and (2) the maximum number of transfers in any Contract Quarter is one. All transfers between Interest Earnings Strategies except those necessitated by a discontinued Strategy may be subject to a MVA. No transfer will be allowed that reduces the balance in an existing Interest Earnings Strategy below \$10,000 and above \$0.

We may, at our sole discretion, close an Interest Earnings Strategy to additional premiums and transfers from other Strategies. We will notify you at least 30 days before a Strategy is closed. If you do not elect otherwise, any portion of a premium payment that would have been allocated to a closed Strategy will be allocated to the Interest Earnings Strategy most similar to the one closed.

We may, at our sole discretion, discontinue an Interest Earnings Strategy. We will notify you and provide an opportunity to elect another Interest Earnings Strategy at least 30 days before a Strategy is discontinued. If you do not elect otherwise, any portion of your Annuity Value allocated to a discontinued Strategy will be allocated to the Interest Earnings Strategy most similar to the one discontinued. No MVA will apply to any transfer between Strategies necessitated by a discontinuance of a Strategy.

We may, at our sole discretion, add or rename an Interest Earnings Strategy or change its asset proportion limits, including adding or removing a new asset type. We will notify you at least 30 days before the effective date of such a change. If you do not elect otherwise, your current value and future premium allocations will remain unchanged.

ANNUITY VALUE INTEREST EARNINGS

The Annuity Value will earn an interest rate equal to the Average Net Yield Rate less the Total Interest Margin in effect, subject to the Minimum Interest Rate. The Average Net Yield Rate equals the weighted average of the Net Yield Rates applicable to the Interest Earnings Strategies you have elected.

MARKET VALUE ADJUSTMENT

Each Interest Earnings Strategy (Strategy) may or may not be designated as having a MVA. For Strategies with a MVA, we will calculate the MVA in the manner described below, if you:

- a) surrender this Contract; or
- b) annuitize this Contract; or
- c) make a withdrawal which exceeds the Free Withdrawal Amount or amount paid due to utilization of any Waiver of Surrender Charges rider or endorsement; or
- d) elect a transfer between Strategies.

The MVA for an Interest Earnings Strategy is the difference between the Adjusted Cash Value (ACV) and the Annuity Value for that Strategy.

- If the MVA is negative, it may not reduce the Annuity Value below the Guaranteed Annuity Value.
- If the MVA is positive, the amount added to the Annuity Value may not exceed the difference between the Annuity Value and the Guaranteed Annuity Value.

The ACV for each Strategy is the sum of:

- a) the ACV at the beginning of the calendar month multiplied by the Market Value Factor, and
- b) the Net Cash Flow from the beginning of the calendar month.

The Market Value Factor equals the ratio of (1) over (2) where:

1. is the current ratio of Market Value to Book Value of the assets held as of the beginning of the month preceding the month for which the Market Value Factor is calculated. These values are adjusted for assets sold during the month preceding the month in which the ratio is calculated.
2. is the ratio of Market Value to Book Value of assets held as of the beginning of the month preceding the month in which the ratio in 1. above is calculated.

The Net Cash Flow for each Strategy equals:

The sum of:

1. the premiums paid and applied to that Strategy,
2. the interest credited to that Strategy, and
3. the amounts transferred from other Strategies.

Minus the sum of:

1. the withdrawals taken from that Strategy,
2. the amounts transferred to other Strategies, and
3. the surrender charges charged to that Strategy.

The MVA on the portion of a full Surrender or Withdrawal in excess of the Free Withdrawal Amount or amount paid due to utilization of any Waiver of Surrender Charges rider or endorsement, allocated to a particular Strategy, is the excess of: (a) the full Surrender or Withdrawal over (b) the Free Withdrawal Amount or amount paid due to utilization of any Waiver of Surrender Charges rider or endorsement, multiplied by $[(A/B)-1]$: where A is the Strategy's ACV at the time the full Surrender or Withdrawal is made, and B is the Strategy's Annuity Value at time the full Surrender or Withdrawal is made.

SURRENDER AND WITHDRAWAL CHARGES

The Surrender Value is the amount available in a single lump sum upon surrender of this Contract. It is equal to the Annuity Value adjusted for any applicable MVA less, and if applicable, any Surrender Charge and any deferred premium tax. If a surrender or withdrawal is made during applicable Contract Years as shown on Page 3, a charge will be deducted from the amount withdrawn or surrendered. The charge is a percentage of the amount withdrawn or surrendered less the Free Withdrawal Amount. This shall be considered a surrender or withdrawal charge. The charge to be deducted will be based on the Contract Year during which the surrender or withdrawal is made. The schedule of charges is shown on page 3. The minimum amount of any withdrawal is \$500. After any withdrawal, there must be at least \$500 remaining in the Surrender Value. The maximum number of withdrawals in any Contract Year is four, except under Systematic Distribution. No surrender charge is imposed upon annuitization after the 3rd Contract Year if the Settlement Option elected has a guaranteed payment period of at least 10 years.

FREE WITHDRAWAL AMOUNT

A Free Withdrawal Amount will be determined as 10% of the Annuity Value as of the date of the first Withdrawal or Full Surrender in that Contract Year, less all prior withdrawals in that Contract Year. No surrender charge or MVA will be assessed on the Free Withdrawal Amount.

SYSTEMATIC DISTRIBUTION

You may elect a Systematic Distribution program under which you shall receive cash distributions of not less than \$50 from the Annuity Value in a pre-arranged amount on a pre-arranged frequency. Payments under this election shall be made directly to you by us, and may be made not more often than monthly. The remaining balance shall continue to earn interest in the same manner as prior to the withdrawal. Withdrawals may be subject to a surrender charge and/or MVA on any amount withdrawn in excess of the Free Withdrawal Amount.

LUMP SUM PAYMENT AT DEATH

No charges will be deducted from lump sum payments made to a Beneficiary.

DEATH BENEFIT PROVISION

CONTRACT OWNER'S DEATH

The provisions of the Contract will be construed so as to comply with the purposes of §72(s) of the Internal Revenue Code ("Code"). Any provision of the Contract that is in conflict with this law is hereby amended to effectuate this purpose.

Any Contract Owner of this Contract shall be deemed the "Holder" of the Contract for purposes of complying with §72(s) of the Code.

If any Contract Owner dies before the Annuity Date and the Beneficiary is not the Contract Owner's spouse, then the Beneficiary must choose from the following options of payment. The election must be made within one year of the

Contract Owner's death. For purposes of this provision, "proceeds" means the Annuity Value.

1. Distribution of all proceeds within 60 days after we are notified of the Contract Owner's death and this option is selected.
2. Distribution of all proceeds over a period ending not later than the 5th anniversary of the Contract Owner's death.
3. An Annuity payable for a fixed period not to exceed the life expectancy of the Beneficiary determined as of the date of the Contract Owner's death.
4. A lifetime Annuity with a guaranteed period. The guaranteed period is not to exceed the life expectancy of the Beneficiary determined as of the date of the Contract Owner's death.

Under each option, distributions will begin not later than one year after the date of the Contract Owner's death. If the Beneficiary fails to elect one of these options within one year from the date of death, distribution will be made under the first option.

If any Contract Owner dies before the Annuity Date and the Beneficiary is the Contract Owner's spouse, such Spousal Beneficiary may elect:

1. To receive the Annuity Value;
2. To receive payments under any of the settlement options; or
3. To elect a future Annuity Date. This selection may be made only if the Spousal Beneficiary is entitled to the entire value of the Contract.

If this election is made:

- a) Values will continue to accumulate as if the Contract Owner were alive;
- b) The starting date elected will be treated as the Annuity Date; and
- c) In no event may the Spousal Beneficiary defer final settlement beyond the date of his or her death.

If the Contract Owner dies on or after the Annuity Date, distribution of all remaining proceeds will be at least as rapid as under the method of distribution being used on the date of the Contract Owner's death.

If there are Joint Contract Owners with right of survivorship and one of the Contract Owners dies before the Annuity Date then the above provisions shall apply as if the Surviving Contract Owner were the Beneficiary.

If there is a Contract Owner with a Contingent Contract Owner named and the Primary Contract Owner dies before the Annuity Date, then the above provisions shall apply as if the Surviving Contingent Contract Owner were the Beneficiary.

If the Contract Owner is a corporation or other non-natural person, the Annuitant will be treated as the Contract Owner for purposes of the above provisions. Additionally, a change of Annuitant for such contracts will be treated as the death of the Contract Owner.

SETTLEMENT PROVISIONS

Settlement means the start of Annuity payments under this Contract or a supplementary Contract. It also means a lump sum payment of the Surrender Value or payment to a Beneficiary.

Sums are payable by us at our Executive Office. We reserve the right to require surrender of this Contract. If settlement is not made in a lump sum, a supplementary Contract will be issued.

CASH SURRENDER PROVISION

This Contract can be surrendered for its Surrender Value at any time prior to its Annuity Date. We reserve the right to defer the payment of the proceeds for a period of six months after request therefore.

NORMAL SETTLEMENT, ANNUITY DATE

Unless otherwise elected by the Contract Owner, the Annuity Date is the Contract Anniversary at the Annuitant's Attained Age 95, or if later, the 10th Contract Anniversary. If the Annuitant is alive on that date, the Surrender Value will be applied to provide a Life Annuity to the Annuitant. The form of Life Annuity will be as stated on the face of this Contract.

AVAILABILITY OF OPTIONS

A Settlement Option may be elected only if: (a) the proceeds to which the option applies are payable to a natural person in his own right; and (b) the payments under the option are to be made to such person.

Surrender Values may be divided and applied under more than one Settlement Option. Payments under the options elected may start on the same or different dates.

Monthly, quarterly, semi-annual or annual payments may be elected. The amount of such payments will be furnished upon request.

If the payments to any Payee are or become less than \$100 each, the Company may change the frequency so that each payment is at least \$100.

Death of Payee: At the death of the Payee, any guaranteed amount then remaining unpaid under Option A or B, or any guaranteed payments then remaining unpaid under Option C or D, shall continue to be made to the Beneficiary according to the schedule elected at the time of settlement until the end of the guaranteed period.

Interest: The annual effective interest rate for all Options of Payment is 3%. Excess interest rates may be allowed at our sole discretion. Options D and E are computed using the 2000 Individual Annuity Mortality Table. Payments under any of the Option of Payments are every month, or if requested, every 3, 6 or 12 months. Payments under Option B, C, D or E will commence one payment period after the effective date of the Option and under Option A, at the end of the interest period.

SETTLEMENT OPTIONS:

For the purpose of this provision "proceeds" means the Surrender Value.

Option A: Interest: The proceeds may be left on deposit with us with interest payable at such times and for such period of years as is agreed upon at the time this option is requested.

Option B: Fixed Installments: The proceeds may be left on deposit with us at interest with payment of a specified amount being made at specified times until principal and interest have been used up. These payments shall be at least \$60 per year for each \$1,000 of original proceeds left under this option, and the period of payments shall be at least five years.

Option C: Fixed Period: The proceeds may be paid in equal amounts, obtained from the Settlement Option Table, for a fixed period of not more than 30 years.

Option D: Life Income: The proceeds may be paid in equal amounts obtained from the Settlement Option Table, with payments to a certain time as may be chosen and for the remaining lifetime of the Payee. The age of the Payee shall be his or her age nearest birthday on the effective date of the option. If any age provides for payments of the same amount at the same age for different periods certain, we will deem the election to be made for the longest period certain that could have been elected for such age and amount.

Option E: Joint & Survivor Life Income (One Half to Survivor): The proceeds may be paid in equal amounts, obtained from the Settlement Option Table, during the joint lifetime of two Payees upon whose lives the payments depend and one-half of such equal amounts during the remaining lifetime of the survivor. The ages of the Payees shall be their ages nearest birthday on the effective date of the option.

Option F: Other Settlement Options: The proceeds may be paid in any other manner agreed to by us.

GENERAL SETTLEMENT OPTION PROVISIONS

No Payee shall have the right to assign, anticipate or commute any future payments under any of the options, unless and until a written notice is received and approved by us. Proof of age may be required before the first payment under Option D or E is made. Proof that the Payee is living may be required before any payment is made under any option.

SETTLEMENT OPTION TABLES

The Settlement Option Tables show the dollar amount of the monthly payment for each \$1,000 applied under Options C, D, and E. Under Option D, the amount of each payment will depend on the sex of the Payee and the Payee's age at the time the first payment is due. Under Option E, the amount of each payment will depend on the sex of both Payees and their ages at the time the first payment is due. The amount of monthly payment per \$1,000 applied for any ages not shown will be furnished by the Company upon request.

COMPLIANCE WITH STATE AND FEDERAL LAW

We reserve the right to change the provisions of this Contract to conform to any applicable law, regulation or ruling. Any paid-up Annuity Value, Surrender Value or death benefits available under the Contract are not less than the minimum required by any statute of the state in which the Contract is delivered.

AVIVA LIFE INSURANCE COMPANY
WAIVER OF SURRENDER CHARGES ENDORSEMENT

PARTIAL WAIVER OF SURRENDER CHARGES IN EVENT OF ANNUITY OWNER'S CONFINEMENT TO A NURSING HOME FACILITY AS DEFINED AND LIMITED

This endorsement is made a part of the annuity contract to which it is attached. The annuity contract is amended to include the following language. This endorsement may not be issued subsequent to the Issue Date of the annuity contract.

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS 90 DAYS AFTER THE ISSUE DATE OF THIS ANNUITY.

THIS ENDORSEMENT IS VOID IF YOU ARE CONFINED TO A NURSING HOME FACILITY WITHIN 2 YEARS BEFORE THE EFFECTIVE DATE OF THIS ENDORSEMENT.

We agree, subject to the terms and conditions of this endorsement and the annuity contract, to waive any applicable Surrender Charge prior to the Annuity Commencement Date if all of the following conditions have been met:

1. This endorsement is not void;
2. You are confined to a Nursing Home Facility for at least 30 consecutive days;
3. You are receiving Skilled Nursing Care or intermediate nursing care;
4. Such care is based on a Physician's plan in accordance with accepted standards of medical practice, and is Medically Necessary;
5. Such care is received while the annuity is in force, and is not assigned;
6. The Free Withdrawal Amount, as described in the annuity, has already been withdrawn;
7. The withdrawal is an amount equal to or less than Your expenses at the Nursing Home Facility. We will waive surrender charges on no more than a total withdrawal of \$10,000 per month from all Your contracts where this endorsement is attached; and
8. The written request for a withdrawal and adequate, written proof of confinement satisfactory to us is received by us no later than 90 days after discharge from a Nursing Home Facility.

Definitions

"Medically Necessary" means appropriate and consistent with the diagnosis in accord with accepted standards of practice, and which could not have been omitted without adversely affecting Your condition.

"Nursing Home Facility" means a facility, which meets all of the following requirements:

1. it is located in the United States and is licensed and operated under state law as either a skilled or intermediate nursing facility;
2. it is a separate facility or distinct part of another health care facility;
3. it must administer programs of treatment and observation that are ordered by and are under the supervision of a Physician;
4. it provides 24-hour per day Skilled Nursing Care under the supervision of a registered nurse; and
5. it maintains a clinical record of each patient.

Nursing Home Facility does not include any of the following:

1. a hospital or custodial nursing home;

2. a place that primarily treats the mentally ill, drug addicts, or alcoholics;
3. a home for the aged, adult day care center, assisted care living facility, domiciliary care facility, foster home, residential care facility, retirement care center, or a place that provides educational care;
4. a government or veteran facility where a patient is not required to pay; or
5. a facility owned or operated by a member of your immediate family.

"Physician" is a licensed medical doctor (MD) or a licensed doctor of osteopathy (DO) practicing within the scope of his or her license. Physician does not include you, a spouse, children, parents, grandparents, grandchildren, siblings, or in-laws.

"Skilled Nursing Care" means nursing care that meets all of the following requirements:

1. its primary function is to provide daily professional nursing care for the annuitant's benefit;
2. it is performed under the orders of a Physician;
3. it is performed by a registered nurse, licensed vocational nurse, licensed practical nurse, physical therapist, occupational therapist, respiratory therapist, or registered dietician;
4. it is available on a 24-hour basis.

Surrender

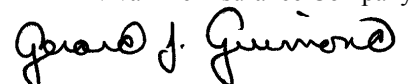
If your request for surrender charge waiver under this endorsement is denied, the Company will provide you with surrender forms. If the surrender process was initiated while a claim under this endorsement is being reviewed, the Company will not disburse surrender proceeds until an affirmative decision regarding surrender charge waiver under this endorsement is made.

Termination

This endorsement will terminate on the earliest of the following:

1. the termination, lapse, annuitization, or exchange of the annuity contract;
2. receipt of a written request to discontinue the endorsement.

Aviva Life Insurance Company



Gerard J. Guimond
Secretary

SETTLEMENT OPTION TABLE - Amount of Each Installment per \$1000 of Proceeds

The following table gives the amount of monthly installments. To get the amount payable at 12, 6, or 3 month intervals, multiply the monthly factor by 12.16, 6.04 or 3.01 respectively. Amounts for other ages and options will be furnished upon request. Payment will begin one payment period from the date of the payment election.

OPTION C		OPTION D – MONTHLY INSTALLMENTS BY NEAREST AGE OF PAYEE					
Fixed Period (Yrs)	Monthly Installments	MALE			FEMALE		
		PAYEE AGE	Number of installments certain		PAYEE AGE	Number of installments certain	
3	29.06	AGE	120	240	AGE	120	240
4	22.12	57	4.60	4.38	57	4.30	4.17
5	17.95	58	4.70	4.44	58	4.38	4.24
6	15.18	59	4.80	4.51	59	4.47	4.30
7	13.20	60	4.90	4.57	60	4.56	4.37
8	11.71	61	5.01	4.64	61	4.65	4.44
9	10.56	62	5.13	4.71	62	4.76	4.51
10	9.64	63	5.25	4.77	63	4.86	4.58
11	8.88	64	5.38	4.84	64	4.98	4.66
12	8.26	65	5.51	4.90	65	5.10	4.73
13	7.73	66	5.65	4.96	66	5.23	4.80
14	7.28	67	5.80	5.02	67	5.36	4.87
15	6.89	68	5.95	5.08	68	5.50	4.94
16	6.54	69	6.10	5.13	69	5.65	5.01
17	6.24	70	6.26	5.18	70	5.81	5.07
18	5.98	71	6.43	5.23	71	5.97	5.13
19	5.74	72	6.60	5.27	72	6.15	5.19
20	5.53	73	6.77	5.31	73	6.33	5.24
21	5.33	74	6.94	5.35	74	6.51	5.29
22	5.16	75	7.12	5.38	75	6.71	5.33
23	5.00	76	7.30	5.40	76	6.90	5.36
24	4.85	77	7.47	5.43	77	7.10	5.39
25	4.72	78	7.65	5.45	78	7.30	5.42
26	4.60	79	7.82	5.46	79	7.51	5.44
27	4.49	80	7.99	5.48	80	7.71	5.46
28	4.38	81	8.15	5.49	81	7.90	5.48
29	4.28	82	8.31	5.50	82	8.09	5.49
30	4.19	83	8.46	5.51	83	8.27	5.50
		84	8.60	5.51	84	8.44	5.51

MALE PAYEE		OPTION E – JOINT LIFE ½ TO SURVIVOR FEMALE PAYEE AGE																				
AGE		50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
50	3.97	4.00	4.03	4.06	4.10	4.13	4.17	4.21	4.25	4.30	4.34	4.38	4.44	4.49	4.53	4.59	4.64	4.70	4.76	4.82	4.89	
51	4.00	4.03	4.06	4.10	4.13	4.17	4.21	4.25	4.29	4.33	4.38	4.42	4.48	4.53	4.58	4.63	4.69	4.75	4.81	4.87	4.94	
52	4.03	4.06	4.10	4.13	4.17	4.20	4.24	4.28	4.33	4.37	4.42	4.46	4.52	4.57	4.62	4.68	4.73	4.79	4.85	4.92	4.99	
53	4.07	4.10	4.13	4.17	4.21	4.24	4.28	4.32	4.37	4.41	4.46	4.51	4.56	4.61	4.67	4.72	4.78	4.84	4.90	4.97	5.04	
54	4.10	4.13	4.17	4.21	4.24	4.28	4.32	4.36	4.41	4.45	4.50	4.55	4.60	4.66	4.71	4.77	4.83	4.89	4.95	5.02	5.09	
55	4.14	4.17	4.20	4.24	4.28	4.32	4.36	4.40	4.45	4.49	4.54	4.59	4.65	4.70	4.76	4.82	4.88	4.94	5.01	5.07	5.15	
56	4.18	4.21	4.25	4.29	4.33	4.37	4.41	4.45	4.49	4.54	4.59	4.64	4.70	4.76	4.81	4.87	4.94	5.00	5.07	5.14	5.21	
57	4.21	4.25	4.29	4.33	4.37	4.41	4.45	4.49	4.54	4.59	4.64	4.69	4.75	4.81	4.86	4.93	4.99	5.06	5.12	5.19	5.27	
58	4.26	4.30	4.33	4.37	4.41	4.45	4.50	4.54	4.59	4.64	4.69	4.74	4.80	4.86	4.92	4.99	5.05	5.12	5.19	5.26	5.34	
59	4.30	4.34	4.38	4.42	4.46	4.50	4.55	4.59	4.64	4.69	4.75	4.80	4.86	4.92	4.98	5.04	5.11	5.18	5.25	5.33	5.41	
60	4.34	4.38	4.42	4.46	4.51	4.55	4.59	4.64	4.69	4.74	4.80	4.85	4.91	4.97	5.03	5.10	5.17	5.24	5.31	5.39	5.48	
61	4.39	4.43	4.47	4.51	4.56	4.60	4.65	4.70	4.75	4.80	4.86	4.91	4.98	5.04	5.10	5.17	5.24	5.31	5.39	5.47	5.55	
62	4.44	4.48	4.52	4.56	4.61	4.65	4.70	4.85	4.80	4.86	4.91	4.97	5.04	5.10	5.16	5.23	5.30	5.38	5.46	5.54	5.63	
63	4.49	4.53	4.57	4.62	4.66	4.71	4.76	4.81	4.86	4.92	4.97	5.03	5.10	5.17	5.23	5.30	5.37	5.45	5.53	5.62	5.71	
64	4.54	4.58	4.63	4.67	4.72	4.77	4.82	4.87	4.92	4.98	5.04	5.10	5.17	5.24	5.30	5.38	5.45	5.53	5.61	5.70	5.79	
65	4.60	4.64	4.68	4.73	4.78	4.82	4.88	4.93	4.99	5.04	5.11	5.17	5.24	5.31	5.38	5.45	5.53	5.61	5.69	5.78	5.88	
66	4.65	4.69	4.74	4.79	4.83	4.88	4.94	4.99	5.05	5.11	5.17	5.23	5.31	5.38	5.45	5.53	5.61	5.69	5.78	5.87	5.97	
67	4.71	4.75	4.80	4.85	4.90	4.95	5.00	5.06	5.12	5.18	5.24	5.31	5.38	5.46	5.53	5.61	5.69	5.78	5.87	5.96	6.06	
68	4.77	4.81	4.86	4.91	4.96	5.01	5.07	5.13	5.19	5.25	5.32	5.38	5.46	5.54	5.61	5.70	5.78	5.87	5.96	6.06	6.16	
69	4.83	4.87	4.92	4.97	5.03	5.08	5.14	5.19	5.26	5.32	5.39	5.46	5.54	5.62	5.69	5.78	5.87	5.96	6.05	6.15	6.26	
70	4.89	4.94	4.98	5.04	5.09	5.15	5.21	5.27	5.33	5.40	5.47	5.54	5.62	5.70	5.78	5.87	5.96	6.06	6.15	6.25	6.37	

SPECIMEN CONTRACT

THIS SAMPLE CONTRACT IS PROVIDED FOR INFORMATION ONLY. CONTRACT LANGUAGE, FEATURES, AND AVAILABILITY VARY BETWEEN STATES.



AVIVA

**Flexible Premium Deferred Annuity Contract
Market Value Adjustment
Non-Participating - No Dividends
Life Annuity, 10 Years Certain, Commencing on Annuity Start Date
Guaranteed Values - Excess Interest Provision**