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SPECIMEN CONTRACT
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CONTRACT DATA

CONTRACT NUMBER: [9EIA35164]

Owner: [John Doe] Initial Premium: [\$10,000.00]
Owner's Issue Age & Sex: [35, Male]

[Joint Owner:] [Jane Doe]
[Joint Owner's Issue Age & Sex:] [35, Female] Contract Date: [November 20, 2004]

Annuitant: [John Doe] Annuity Date: [November 20, 2054]
Annuitant's Issue Age & Sex: [35, Male]

Surrender Charge Free
Withdrawal Percentage: 10.00%

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SURRENDER CHARGE SCHEDULE			
Contract Year	Surrender Charge Percentage	Contract Year	Surrender Charge Percentage
1	12.00%	6	7.00%
2	12.00%	7	6.00%
3	12.00%	8	5.00%
4	10.00%	9	4.00%
5	8.00%	10	3.00%
		11+	0.00%

INITIAL PREMIUM ALLOCATION PERCENTAGES

- [25.00%] Fixed Account
- [50.00%] [Indexed Account A (Annual Cap)]
- [25.00%] [Indexed Account B (Annual Breakthrough)]

FIXED ACCOUNT

Minimum Fixed Interest Rate: [2.25%]

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Indexed Account A (Annual Cap)

The following information contained on this page is applicable to Indexed Account A.

Index: S&P 500¹ without dividends
Index Value on the Contract [800.00]
Date:
Initial Indexed Interest Cap: [8.00%]
Minimum Indexed Interest Cap: 5.00%

Indexed Account A Term

The Indexed Account Term for Indexed Account A is one Contract Year. Indexed Account A Terms begin on the Contract Date and subsequent Contract Anniversaries.

Indexed Interest

Indexed interest is credited to Indexed Account A segments at the end of each Contract Year. Deductions for withdrawals, surrender charges and taxes prior to the end of a Contract Year receive no indexed interest for the Contract Year in which the deduction occurs. The amount of indexed interest credited to any Indexed Account A segment at the end of a Contract Year equals the Indexed Credit Percentage for that segment times the Indexed Account A segment value immediately preceding the end of the Contract Year.

An Indexed Account A segment's Indexed Credit Percentage for a Contract Year equals the lesser of:

1. The Index Growth Percentage for the Contract Year; or
2. The segment's Indexed Interest Cap, if any, for the Contract Year.

The amount of indexed interest credited to any Indexed Account A segment at the end of a Contract Year when the Indexed Credit Percentage is zero or negative is \$0.

Index Growth Percentage

The Index Growth Percentage for a Contract Year equals the percentage increase, if any, in the Index Value over a Contract Year. The Index Growth Percentage for a Contract Year is calculated by subtracting the Index Value as of the Contract Anniversary beginning the Contract Year from the Index Value on the Contract Anniversary ending the Contract Year. The result is then divided by the Index Value on the Contract Anniversary beginning the Contract Year.

Indexed Interest Cap

An Indexed Account A segment's Indexed Interest Cap is the maximum Indexed Credit Percentage that can be credited to an Indexed Account A segment's value for a Contract Year for which it is declared. The initial Indexed Interest Cap applies to the initial Contract Year. The initial Indexed Interest Cap is shown above.

The Company will declare an Indexed Interest Cap each subsequent Contract Year for each Indexed Account A segment. Subsequent Indexed Interest Caps may be higher or lower than the initial Indexed Interest Cap. Indexed Interest Caps for different Indexed Account A segments may be different. Subsequent Indexed Interest Caps may differ from the Indexed Interest Cap used for new contracts or for other contracts issued on different dates. The Company will determine all Indexed Interest Caps on a basis that does not discriminate unfairly within any class of contracts.

In no event will an Indexed Account A segment's Indexed Interest Cap for a Contract Year be less than the Minimum Indexed Interest Cap shown above.

¹ "Standard & Poor's ®", "S&P", "S&P 500 ®", "Standard & Poor's 500", and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Aviva Life Insurance Company. This annuity is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing this annuity.

Indexed Account B (Annual Breakthrough)

The following information contained on this page is applicable to Indexed Account B.

Index: S&P 500¹ without dividends
Index Value on the Contract Date: [800.00]
Initial Breakthrough Level: [15.00%]
Maximum Breakthrough Level: 50.00%
Participation Rate up to Breakthrough Level: 25.00%

Indexed Account B Term

The Indexed Account Term for Indexed Account B is one Contract Year. Indexed Account B Terms begin on the Contract Date and subsequent Contract Anniversaries.

Indexed Interest

Indexed interest is credited to Indexed Account B segments at the end of each Contract Year. Deductions for withdrawals, surrender charges and taxes prior to the end of a Contract Year receive no indexed interest for the Contract Year in which the deduction occurs.

The amount of indexed interest credited to any Indexed Account B segment at the end of a Contract Year equals:

1. The Index Growth Percentage up to the segment's Breakthrough Level times the Participation Rate, plus
2. The Index Growth Percentage in excess of the segment's Breakthrough Level, times
3. The Indexed Account B segment's value immediately preceding the end of the Contract Year.

The amount of indexed interest credited to any Indexed Account B segment at the end of a Contract Year when the Index Growth Percentage is zero or negative is \$0.

Index Growth Percentage

The Index Growth Percentage for a Contract Year equals the percentage increase, if any, in the Index Value over a Contract Year. The Index Growth Percentage for a Contract Year is calculated by subtracting the Index Value as of the Contract Anniversary beginning the Contract Year from the Index Value on the Contract Anniversary ending the Contract Year. The result is then divided by the Index Value on the Contract Anniversary beginning the Contract Year.

Breakthrough Level

An Indexed Account B segment's Breakthrough Level is the maximum Index Growth Percentage that will be multiplied by the Participation Rate. Index Growth Percentage in excess of the segment's Breakthrough Level will not be reduced through multiplication by the Participation Rate. The initial Breakthrough Level applies to the initial Contract Year. The initial Breakthrough Level is shown above.

The Company will declare a Breakthrough Level each subsequent Contract Year for each Indexed Account B segment. Subsequent Breakthrough Levels may be higher or lower than the initial Breakthrough Level. Breakthrough Levels for different Indexed Account B segments may be different. Subsequent Breakthrough Levels may differ from the Breakthrough Level used for new contracts or for other contracts issued on different dates. The Company will determine the Breakthrough Level on a basis that does not discriminate unfairly within any class of contracts.

In no event will an Indexed Account B segment's Breakthrough Level for a Contract Year be greater than the Maximum Breakthrough Level shown above.

Participation Rate

The Participation Rate is the percentage that will be multiplied by the Index Growth Percentage up to the Indexed Account B segment's Breakthrough Level for a Contract Year for which such Breakthrough Level is declared. The Participation Rate applies to all Indexed Account B segments in all Contract Years.

¹ "Standard & Poor's ®", "S&P", "S&P 500 ®", "Standard & Poor's 500", and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Aviva Life Insurance Company. This annuity is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing this annuity.

Table of Illustrative Guaranteed Minimum Surrender Values

The following table demonstrates the Guaranteed Minimum Surrender Values generated by annual premium payments of \$1000, paid at the beginning of each Contract Year.

This table assumes that no other additional premium payments, withdrawals or deductions for premium taxes are made.

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End of Contract Year	Guaranteed Minimum Surrender Values
1	[\$ 894.69]
2	[\$ 1,809.51]
3	[\$ 2,744.91]
4	[\$ 3,701.35]
5	[\$ 4,679.32]
6	[\$ 5,679.29]
7	[\$ 6,701.77]
8	[\$ 7,747.24]
9	[\$ 8,816.24]
10	[\$ 9,909.30]
11	[\$ 11,026.94]
12	[\$ 12,169.74]
13	[\$ 13,338.24]
14	[\$ 14,533.04]
15	[\$ 15,754.72]
16	[\$ 17,003.89]
17	[\$ 18,281.17]
18	[\$ 19,587.18]
19	[\$ 20,922.58]
20	[\$ 22,288.03]

Guaranteed Minimum Surrender Values will change if additional premium payments, withdrawals, or deductions for premium taxes are made, or if demonstrated additional premium payments are not made.

SPECIMEN CONTRACT

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DEFINITIONS

“Annuitant” is the natural person on whose Age and sex the annuity payments are based. Unless stated otherwise in writing, the Owner is the Annuitant. If You survive the Annuitant by more than 24 hours, then You become the new Annuitant unless You have given notice to Us otherwise. You may request to change the Annuitant by sending Us a signed request prior to settlement. You must have Our written consent to change the Annuitant. The Annuitant is shown in the Contract Data.

“Annuity Date” is the date of normal settlement. The Annuity Date is shown in the Contract Data. Additional information about the Annuity Date is shown in the Normal Settlement, Annuity Date provision.

“Age” refers to the age on the birthday nearest the most recent Contract Anniversary.

“Beneficiary” is the person or persons named in writing who receive a death benefit. You may name anyone as the Beneficiary. A Beneficiary must survive the deceased Owner by more than 24 hours to receive a death benefit. Unless You request otherwise in writing, the Beneficiary is any surviving Joint Owner(s), otherwise any surviving Annuitant(s), otherwise any surviving Primary Beneficiary(s) named in the application or in a signed request, otherwise any surviving Contingent Beneficiary(s) named in the application or in a signed request. You may change the Beneficiary by providing Us with a signed request. The requested change must be delivered to Us prior to Your death. Changing the Beneficiary is subject to the rights of any irrevocable Beneficiary. The death benefit will be paid to Your estate if You have not named a Beneficiary or if no Beneficiary survives You by more than 24 hours when You die.

“Contract Date” is the first date this Contract is in force and the date from which We measure the Contract Anniversaries. The Contract Date is shown in the Contract Data. Contract Anniversaries are computed from the Contract Date.

“Contract Year” is each consecutive 12-month period. The first Contract Year begins on the Contract Date. Subsequent Contract Years are consecutive and begin on the Contract Anniversary that coincides with the end of the preceding Contract Year.

“Due Proof” means information that We need to process a death benefit claim. This information includes but is not limited to a legally valid death certificate and a death benefit claim form acceptable to Us.

“In Writing” refers to notices, elections, and requests in a written form acceptable to Us and filed at Our Administrative Office. Send all such correspondence to Our Administrative Office. All notices, elections, and requests must be signed by the Owner(s). Notices, elections, and requests are not binding on any payment or action We make prior to receiving and accepting such notice, election or request at Our Administrative Office in writing.

“Irrevocable Beneficiary” means a Beneficiary whose interest can not be changed without his or her written consent.

“Owner” and **“You”** is the person or entity named on the Application as Owner who may exercise applicable rights in this Contract. Joint Owners (with right of survivorship) may be named, subject to our written consent unless the Joint Owners are each other’s spouse. You may request a change in ownership by sending Us a signed request. You must have Our written consent to change the Owner. You must also have Our written consent to name an Owner that is not a natural person. These rights are subject to the written consent of any irrevocable Beneficiary. The Owner is shown in the Contract Data.

“Payee” is You, or a person or entity You name to receive payments made by Us under this Contract. Such direction of payments is for Your convenience, and may be revoked by You upon Written Notice to Us at any time, subject to actions taken by Us prior to receipt of Your written notice.

“Settlement” is the calculation of any lump sum or periodic income payments under this Contract. Lump sum payments are paid upon settlement. Income payments begin one payment period after settlement.

“Segment” is a portion of the Annuity Value based upon the Contract Anniversary on which the related premium was subject to premium allocation between the Fixed and Indexed Accounts.

“We”, “Us” and **“Our”** refers to the Company.

GENERAL PROVISIONS

ENTIRE CONTRACT

This Contract is issued in consideration of the application and payment of the initial premium. The entire Contract consists of this document and any attached endorsements, riders and applications. We will not use any statement made to void this Contract or to defend a claim under it unless that statement is in an attached application. All statements in the application will 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 is incontestable from the Contract Date.

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 periodic payment amount, not to exceed 6%.

COMPLIANCE WITH STATE AND FEDERAL LAW

Any provision of the Contract that is in conflict with any applicable law, regulation or ruling is hereby amended to bring the Contract into compliance.

This Contract is intended to qualify as an annuity contract under §72 of the Internal Revenue Code ("IRC") as amended. This Contract, including the Death Benefit provision, should be interpreted consistently with IRC §72(s) minimum distribution rules. If this Contract is sold as a qualified retirement plan (including a Roth or Traditional Individual Retirement Annuity or IRC §403(b) Tax-Sheltered Annuity), distribution provisions of the qualified retirement plan endorsement attached to this Contract shall amend and replace certain provisions of this Contract.

NON-PARTICIPATING

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

REPORTS TO OWNER

Prior to settlement, at least once each year We will send You a statement showing the then current Annuity Value, Surrender Value, the interest credited, and any withdrawals. The report will show any other information required by state or federal laws or regulations.

ANNUITY VALUE PROVISIONS

MINIMUM VALUES

The paid-up annuity, Surrender Value and the death benefit will not be less than the minimum that is required by state law where the Contract is delivered.

ADDITIONAL PREMIUM PAYMENTS

You may make additional premium payments prior to settlement. Each premium payment made after the Contract Date will earn interest beginning on the date We receive it. Subsequent premium payments must be at least \$1,000, unless premium is paid by salary reduction under an IRC tax qualified plan, in which case the minimum amount is \$50. We reserve the right to limit additional premiums to a maximum of \$25,000 each Contract Year. We reserve the right to refuse additional premiums if the current Fixed Interest Rate is equal to the Minimum Fixed Interest Rate.

INTEREST RATES

All interest rates are expressed as annual effective interest rates.

The Minimum Fixed Interest Rate used in calculating the Fixed Account value is shown in the Contract Data. Interest in excess of the minimum rate may be applied in the calculation of the Fixed Account value.

The Minimum Indexed Interest Rate used in calculating the Indexed Account values is 0%. Interest in excess of the minimum rate may be applied in the calculation of the Indexed Account values as described in the Indexed Account provisions in the Contract Data.

Contact Your agent or call Our Administrative Office toll-free at the phone number on Page 1 to obtain interest rates.

ANNUITY VALUE

Annuity Values are segmented by Contract Anniversary on which the related premium was allocated. Premium paid since the most recent Contract Anniversary and interest earned thereon is unsegmented and unallocated until the next Contract Anniversary.

The Annuity Value as of any date equals:

1. The Fixed Account value; plus
2. The sum of the Indexed Account values.

Deductions for withdrawals, surrender charges and taxes between Contract Anniversaries will be deducted from the Fixed Account first, in order against unallocated values and the most recently created segments. Only after the Fixed Account has been exhausted will any remaining withdrawals, surrender charges and taxes be deducted from an Indexed Account.

Deductions from the Indexed Accounts will be made in order against the most recently created segments. Whenever there are multiple Indexed Account segments of the same age, deductions will be split pro-rata.

Any subsequent premiums paid during a Contract Year are credited to the Fixed Account and will remain in the Fixed Account until premium allocation on the next Contract Anniversary. On each Contract Anniversary, Fixed Account values from premiums received during the prior Contract Year will be segmented and allocated to the Fixed and Indexed Accounts based upon Your current premium allocation percentages.

FIXED ACCOUNT

On the Contract Date, the Fixed Account value equals the amount of the Initial Premium less any premium tax allocated to the Fixed Account. The Fixed Account premium allocation percentage is shown in the Contract Data.

During a Contract Year, the Fixed Account value equals:

1. The Fixed Account value at the beginning of the Contract Year; plus
2. Any Fixed Account interest credited by Us; plus
3. Any subsequent premium payments; less
4. Any subsequent deductions for withdrawals, surrender charges and taxes.

On a Contract Anniversary, the Fixed Account value equals:

1. The Fixed Account value at the end of the Contract Year; less
2. Any Fixed Account values allocated into any Indexed Account; plus
3. Any premium payment on such Contract Anniversary allocated directly to the Fixed Account; plus
4. Any Indexed Account values transferred into the Fixed Account; less
5. Any Fixed Account values transferred into any Indexed Account; less
6. Any deductions for withdrawals, surrender charges and taxes made on such Contract Anniversary.

FIXED INTEREST

The Company will declare a Fixed Interest Rate each Contract Year for each Fixed Account segment.

The Fixed Interest Rate applicable to premiums other than the Initial Premium may be different than the initial Fixed Interest Rate. Each subsequent premium's Fixed Interest Rate is guaranteed to the subsequent Contract Anniversary.

Subsequent Fixed Interest Rates may be higher or lower than the initial Fixed Interest Rate, but will never be less than the Minimum Fixed Interest Rate. Subsequent Fixed Interest Rates may differ from the Fixed Interest Rate used for new contracts or for other contracts issued at different times. Fixed Interest Rates may differ by Fixed Account segment. We will determine the Fixed Interest Rates on a basis that does not discriminate unfairly within any class of contracts.

In no case will a Fixed Interest Rate be less than the Minimum Fixed Interest Rate shown in the Contract Data.

INDEXED ACCOUNTS

This Contract provides for one or more Indexed Accounts.

Unless transferred upon the end of an indexed term, any portion of the Annuity Value allocated to an Indexed Account segment will remain in that Indexed Account segment at the beginning of the next indexed term.

Indexed account information is shown in the Contract Data. The Company reserves the right to add one or more Indexed Accounts. With at least 31 days prior notice, the Company reserves the right (i) to discontinue one or more of the Indexed Accounts after the surrender charge period, (ii) not to permit transfers to one or more of the Indexed Accounts after the surrender charge period, and (iii) to close Indexed Accounts to new segments via premium allocations.

If an Indexed Account is closed on or before a Contract Anniversary, then no new segment may be established in that Indexed Account. If an Indexed Account is discontinued on or before a Contract Anniversary, unless other transfer instructions have been received by Us, the entire such Indexed Account's value will be transferred into the Fixed Account.

For each Indexed Account, on the Contract Date the Indexed Account value equals the amount of the Initial Premium less any premium tax allocated to that Indexed Account.

During a Contract Year, an Indexed Account's value equals:

1. The Indexed Account's value at the beginning of the Contract Year, less
2. Any subsequent deductions for withdrawals, surrender charges and taxes.

On a Contract Anniversary, an Indexed Account's value equals:

1. The Indexed Account's value at the end of the Contract Year; plus
2. Any such Indexed Account interest credited by Us; plus
3. Any Fixed Account values allocated to the Indexed Account; plus
4. Any premium payment on such Contract Anniversary allocated directly to the Indexed Account; plus
5. Any Fixed and Indexed Account values transferred into such Indexed Account; less
6. Any such Indexed Account's values transferred out of such Indexed Account; less
7. Any deductions for withdrawals, surrender charges and taxes made on such Contract Anniversary.

Indexed interest is credited only on each Contract Anniversary.

INDEX

The index is the measure used to determine the indexed interest for a particular Indexed Account. The index used for a particular Indexed Account is shown in the Contract Data. If an index is discontinued, or if an index calculation substantially changes, We will select an alternative index and notify You.

Any substitution of an index is subject to approval by the state insurance regulator where the Contract is delivered, as required by law.

INDEX VALUE

The Index Value is the published closing value of a particular index on a given day. The Index Value on the Contract Date is shown in the Contract Data, and is the published closing value of the index on the Contract Date. If an Index Value is not published for a particular day, then We will use the closing Index Value on the closest prior day.

PREMIUM ALLOCATION

You have specified the premium allocation percentages that will be used to allocate the Initial Premium among the Fixed Account and the Indexed Accounts. The initial premium allocation percentages are shown in the Contract Data. Each Contract Anniversary the current premium allocation percentages will be used to allocate Fixed Account values from premiums received during each Contract Year among the Fixed Account and the Indexed Accounts.

By notifying Us in writing at least 5 business days prior to a Contract Anniversary, You may elect to change Your current premium allocation percentages effective on such Contract Anniversary.

TRANSFERS

Subject to the rules described below, You may transfer values among the Indexed and Fixed Accounts on any Contract Anniversary. Transfers may occur only on Contract Anniversaries.

Transferred values retain their original segment age. Transfers will be made in order from the most recently created segments.

Transfer requests must be received in writing at Our Administrative Office at least 5 business days prior to a Contract Anniversary.

The minimum amount of any transfer is the lesser of (i) the full Indexed or Fixed Account value and (ii) \$2000. If a transfer is requested that would leave less than \$2000 remaining in an Indexed Account, the entire Indexed Account will be transferred.

SURRENDER VALUE

The Surrender Value before annuity payments begin equals:

1. The Annuity Value on the date of the surrender; less
2. Any applicable surrender charge; less
3. Any taxes payable by Us and not previously deducted.

In no event will the Surrender Value be less than the Guaranteed Minimum Surrender Value.

GUARANTEED MINIMUM SURRENDER VALUE

The Guaranteed Minimum Surrender Value equals 87.5% of the premiums paid, less any prior withdrawals and premium taxes, accumulated at the Minimum Fixed Interest Rate to the date of surrender.

WITHDRAWALS AND SURRENDERS

Prior to settlement, You may make a withdrawal of a portion of or a surrender of the entire Surrender Value of this Contract. To complete a withdrawal or surrender, We must receive a written request from You. Upon surrender this Contract is terminated.

If any withdrawal would reduce the Surrender Value below \$500, We shall treat the request as a request for a surrender.

Subject to approval by the state insurance regulator where this Contract is delivered, We may defer paying a withdrawal or surrender for up to six months. If We delay payment, We will notify You in writing. If payment is deferred, We will credit the deferred amount with any interest required by law.

SURRENDER CHARGES

If a withdrawal or surrender is made during applicable Contract Years as shown in the Contract Data, a surrender charge will be deducted. The surrender charge is a percentage of the withdrawal amount or surrender in excess of any Surrender Charge Free Withdrawal Amount. The schedule of surrender charge percentages is shown in the Contract Data. The minimum amount of any withdrawal is \$500. The maximum number of withdrawals in any three-month period is one, except under Systematic Distribution.

No surrender charges will be deducted from payments made to a Beneficiary upon the death of the Owner.

SURRENDER CHARGE FREE WITHDRAWAL AMOUNT

A Surrender Charge Free Withdrawal Amount will be determined as of the date of the first withdrawal or surrender in that Contract Year. It is the Surrender Charge Free Withdrawal Percentage shown in the Contract Data times the Annuity Value on the date it is determined. No surrender charge will be assessed on the Surrender Charge 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 on any amount withdrawn in excess of the Surrender Charge Free Withdrawal Amount.

TAXES

Some states charge a premium tax as may be required by law. We will deduct premium taxes if We must pay them. This may occur, for example, at the time when You pay a premium, surrender this Contract, make a withdrawal, when periodic income payments are calculated, or when a death benefit is paid. We will refund premium taxes if they are refunded to Us.

No charges are currently imposed for Federal, state, or local taxes other than state premium taxes. However, We reserve the right to deduct charges in the future for any new taxes that are attributable to this Contract.

PAYMENT AND DEATH BENEFIT PROVISIONS

SETTLEMENT

Settlement means the calculation of annuity payments, a lump sum or periodic income payment of the Surrender Value, or payment of a Death Benefit to a Beneficiary under this Contract. Settlement does not include the continuation of this Contract under the Spousal Death Benefit Option.

No Payee shall have the right to assign, anticipate or commute any future payments under any of the Options, unless and until Written Notice is received and approved by Us.

Payments are payable by Us at Our Administrative Office. A supplementary contract that describes all guaranteed and life contingent annuity payments will be issued, if applicable. The amount of the periodic income payments will depend upon the Annuitant's age and, unless this Contract is issued under an employee benefit plan, upon the Annuitant's sex. Proof of age may be required before the first payment under any life contingent option is made. Proof that the Annuitant is living may be required before any payment is made under any Settlement Option.

At the death of the Owner after settlement, payments shall continue to be made to the Beneficiary according to the schedule elected at the time of settlement. At the death of the Annuitant, life contingent payments shall cease to be made.

The annual effective interest rate for all periodic income payments is 1.5%. Life contingent periodic income payments are computed using the Annuity 2000 Mortality Table. Higher periodic income payment rates may be offered at Our sole discretion. Payments under Option B or C will commence one payment period after settlement and under Option A, at the end of the interest period.

NORMAL SETTLEMENT, ANNUITY DATE

The Annuity Date is the Contract Anniversary at the Annuitant's Attained Age 85 or, if later, the 15th Contract Anniversary, as determined on the Contract Date. If the Annuitant is alive on that date, the Annuity Value will be applied to provide annuity payments to the Payee. Unless otherwise elected by You, the Settlement Option will be Option C with 10 years certain and monthly payments.

SETTLEMENT OPTIONS

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

Proceeds may be divided and applied under more than one Settlement Option. If the payments to any Payee are or become less than \$100 each, at our sole option the Company may change the frequency so that each payment is at least \$100.

Settlement Option A: 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 effective date of the settlement.

Settlement Option B: The proceeds may be paid in equal amounts for a fixed period as is agreed upon at the effective date of the settlement.

Settlement Option C: The proceeds may be paid in equal amounts with payments to a certain time as may be chosen and for the remaining lifetime of the Annuitant. The age of the Annuitant shall be his or her age nearest birthday on the effective date of the settlement. 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.

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

SETTLEMENT OPTION TABLES

The Settlement Option Tables show the dollar amount of the monthly payment for each \$1,000 applied under Settlement Options B and C at representative ages. They are based upon the Annuity 2000 Mortality Table and 1.5%. Payment will begin one payment period from the date of the payment election. The amount of payment per \$1,000 applied for any payment intervals, options, and ages not shown will be furnished by the Company upon request.

OPTION B		OPTION C – MONTHLY INSTALLMENTS BY NEAREST AGE OF ANNUITANT									
Fixed	Monthly	Male			Female			Unisex			
Period (Yrs)	Installments	ANNUITANT	# of installments certain			# of installments certain			# of installments certain		
		AGE	120	240	0	120	240	0	120	240	0
5	17.31	59	120	240	0	120	240	0	120	240	0
6	14.53	61	3.98	3.73	4.05	3.66	3.52	3.69	3.82	3.63	3.87
7	12.54	63	4.20	3.87	4.29	3.85	3.67	3.90	4.03	3.77	4.09
8	11.06	65	4.44	4.01	4.56	4.06	3.82	4.13	4.26	3.92	4.34
9	9.90	67	4.71	4.15	4.88	4.30	3.97	4.39	4.51	4.07	4.63
10	8.97	69	5.00	4.28	5.23	4.57	4.12	4.69	4.79	4.21	4.96
11	8.22	71	5.31	4.40	5.63	4.86	4.27	5.03	5.09	4.34	5.33
12	7.59	73	5.64	4.50	6.09	5.19	4.40	5.43	5.42	4.46	5.76
13	7.05	75	5.99	4.59	6.61	5.55	4.52	5.89	5.78	4.56	6.25
14	6.60	77	6.35	4.66	7.21	5.94	4.61	6.43	6.15	4.64	6.81
15	6.20	79	6.72	4.72	7.89	6.35	4.68	7.07	6.54	4.70	7.47
16	5.86	81	7.08	4.76	8.67	6.76	4.73	7.81	6.93	4.75	8.24
17	5.55	83	7.43	4.78	9.57	7.17	4.77	8.69	7.30	4.78	9.12
18	5.28	85	7.75	4.80	10.60	7.55	4.79	9.72	7.65	4.80	10.15
19	5.04	87	8.03	4.81	11.77	7.89	4.81	10.93	7.96	4.81	11.34
20	4.82	89	8.27	4.82	13.10	8.18	4.82	12.34	8.23	4.82	12.72
21	4.62	91	8.47	4.82	14.62	8.41	4.82	13.94	8.44	4.82	14.28
22	4.44	93	8.64	4.82	16.33	8.59	4.82	15.72	8.61	4.82	16.02
23	4.28		8.77	4.82	18.26	8.73	4.82	17.67	8.75	4.82	17.97

DEATH BENEFIT

Unless otherwise provided for under the IRC, for purposes of complying with §72(s) of the IRC (i) any Owner of this Contract shall be deemed the "Holder" of the Contract, and (ii) the date of settlement shall be deemed the "Annuity Start Date".

Prior to settlement, if any Owner dies and the Beneficiary is not the Owner's spouse, then the Beneficiary must choose from the following Death Benefit Options of payment. The election must be made within one year of the Owner's death. If election is not made within one year of the Owner's death, proceeds will be paid in a lump sum within 60 days of the end of such year. For purposes of this Death Benefit provision, "proceeds" means the greater of (i) the Annuity Value, and (ii) the Guaranteed Minimum Surrender Value, except as noted in the final paragraph of this provision.

Death Benefit Option 1: Distribution of all proceeds within 60 days after the Owner's death and this Option is selected.

Death Benefit Option 2: Distribution of all proceeds over a period ending not later than the 5th anniversary of the Owner's death.

Death Benefit Option 3: Annuity payments under Settlement Option B or C with a guaranteed period not to exceed the life expectancy of the Beneficiary determined as of the date of the Owner's death. This is available with or without life contingent annuity payments after the guaranteed period.

Under each Death Benefit Option, distributions will begin not later than one year after the date of the Owner's death.

If the proceeds are payable to Your estate, distribution of all proceeds will be made under Death Benefit Option 1.

Prior to settlement, if any Owner dies and the Beneficiary is the Owner's spouse, such Spousal Beneficiary may elect one of the Death Benefit Options or the Spousal Death Benefit Option:

Spousal Death Benefit Option: Continuation of this Contract under the Spousal Beneficiary's ownership. This selection may be made only if the Spousal Beneficiary is entitled to the entire value of the Contract. This selection may be made only if this Option has not been previously selected under this Contract.

If the Spousal Death Benefit Option is elected:

- a) Values will continue to accumulate as if the Owner were alive;
- b) The Annuity Date will not change.

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

Prior to settlement, if there are multiple Owners and one of the Owners dies, then the above provisions shall apply as if the surviving Owner were the named Beneficiary.

If the Owner is a corporation or other non-natural person, the death of an Annuitant will be treated as the death of an Owner for purposes of the above provisions. Additionally, a change of Annuitant for such contracts will be treated as the death of an Owner, with the exception that for purposes of this Death Benefit provision, "proceeds" means the Surrender Value. Prior to settlement, if there is a death or change of Annuitant and the Beneficiary is the Annuitant's spouse, such Spousal Beneficiary will be the Annuitant and may elect one of the Death Benefit Options or the Spousal Death Benefit Option.

SPECIMEN CONTRACT

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

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Aviva Life Insurance Company

FLEXIBLE PREMIUM EQUITY INDEXED DEFERRED ANNUITY

Equity Indexed Annuity

Fixed and Indexed Accounts

Interest credits for Indexed Accounts affected by value of an outside index

Contract does not directly participate in any stock or equity investment

Non-Participating – No Dividends

Annuity Immediate Commencing on Annuity Date

Guaranteed Values – Excess Interest