

# Aviva

## TSA Annuity Application Pack

### Instructions:

- 1** Complete the **TSA Application** with the applicant. Elect in the upper left hand corner if the application is for an EIA or not.
  - a)** White-out / crossouts are not permitted and will result in the application being returned.
  - b)** Replacement questions must be answered at time of application. If these are not answered or are answered incorrectly, processing will be delayed as a supplemental application will be required.
- 2** If premium is to be transferred from another financial institution, complete a **TSA Transfer or Direct Rollover** form. With written request, multiple transfers to EIA products will be held until all funds are received, up to 90 days, without interest.
- 3** If the applicant is not a resident of the state where the application is being signed, complete a **Non-Resident Information Sheet**.
- 4** If appropriate, complete the applicable **Replacement** form. When required, the **Replacement** form must be signed the same day as the **TSA Application**.
- 5** Carefully complete the applicable **Certificate of Disclosure**. It must be read, signed, and initialed in certain fields by the applicant. Give a copy to the applicant.
- 6** Upon request, provide a **Contract Summary**. EIA Contract Summaries are available upon request directly from the Home Office.
- 7** Upon request, provide a **NAIC Buyer's Guide to Fixed Deferred Annuities**. For EIAs, the Guide includes an EIA Appendix.
- 8** If the applicant is going to submit catch-up contributions for 15+ years of service, complete, including signature, a **Still River**<sup>®</sup> catch-up calculation sheet.
- 9** Give the applicant his or her own copy of all advertising materials presented.
- 10** Complete the **Agent's Report** and send it together with the **TSA Application**, a signed **Certificate of Disclosure**, and, if applicable, a **TSA Transfer or Direct Rollover** form, a signed **Non-Resident Information Sheet**, a signed **Still River**<sup>®</sup> calculation sheet, and a completed **Replacement** form, to:

**Aviva Life Insurance Company**  
108 Myrtle Street  
North Quincy, Massachusetts 02171

Complete EIA applications received with sufficient premium by Wednesday will be issued on Friday, holiday schedule permitting. No contracts issued without sufficient premium.

- 11** Current **Contract Summary** and **Still River**<sup>®</sup> software, **TSA Transfer or Direct Rollover** and **Salary Reduction Agreement** forms, **Replacement** forms, **NAIC Buyer's Guide to Fixed Deferred Annuities**, and **Non-Resident Information Sheets** are all available for download from [www.AvivaEdge.com](http://www.AvivaEdge.com).

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Application for Equity Indexed TSA Annuity To:

or

Application for TSA Annuity (non-EIA) To:

# Aviva Life Insurance Company

Wilmington, Delaware

Administrative Office: 108 Myrtle St, North Quincy, MA 02171-1757



## Annuitant Information

Name  Mr.  Mrs.  Ms.  Miss.

Social Security Number \_\_\_\_\_

US Citizen  Non-Citizen Permanent US Resident

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Date of Birth \_\_\_\_\_

Place of Birth \_\_\_\_\_

Phone \_\_\_\_\_  Day  Evening

Email Address \_\_\_\_\_

## Replacement Information

Yes No

Do you have any existing life insurance or annuities?

Will this annuity replace existing life insurance or annuities?

Include all existing life and annuity coverage and replacement info with this application pursuant to applicable local requirements.

## Employer Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Annual Salary \$ \_\_\_\_\_ ERISA Plan: Yes  No

## Plan Administrator (For ERISA Plans Only)

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

## Attachments

- Replacement Form
- Certificate of Disclosure
- Transfer Form
- Beneficiary Form
- Other

## TSA Annuity Product

Name \_\_\_\_\_

1st Payroll Reduction Date: \_\_\_\_\_

Payroll Reduction Payment (First Year Payments):

Initial Premium \$ _____ for _____ months	Total 1st Yr Premium \$ _____
Then \$ _____ for _____ months	

## Payment Frequency

## Months To Be Excluded

- |                                       |                                      |                              |                              |                              |
|---------------------------------------|--------------------------------------|------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> 10 Payments  | <input type="checkbox"/> 13 Payments | <input type="checkbox"/> Jan | <input type="checkbox"/> May | <input type="checkbox"/> Sep |
| <input type="checkbox"/> 12 Monthly   | <input type="checkbox"/> 24 Payments | <input type="checkbox"/> Feb | <input type="checkbox"/> Jun | <input type="checkbox"/> Oct |
| <input type="checkbox"/> 26 Bi-weekly |                                      | <input type="checkbox"/> Mar | <input type="checkbox"/> Jul | <input type="checkbox"/> Nov |
| <input type="checkbox"/> Other _____  |                                      | <input type="checkbox"/> Apr | <input type="checkbox"/> Aug | <input type="checkbox"/> Dec |

## Equity Index Annuity Account Allocation (EIA plans only)

- \_\_\_\_ % Fixed Account
- \_\_\_\_ % Indexed Account A (Annual Cap)
- \_\_\_\_ % Indexed Account B (Annual Breakthrough)
- \_\_\_\_ % Indexed Account D (Monthly Cap with Annual Sum)
- \_\_\_\_ % \_\_\_\_\_ (OTHER)

## Interest Earnings Strategy Allocation (EGA plans only)

- \_\_\_\_ % Medium Term Investment Grade Strategy
- \_\_\_\_ % U.S. Investment Grade Corporate Bonds Strategy
- \_\_\_\_ % Global Investment Grade Corporate Bonds Strategy
- \_\_\_\_ % Real Estate Securities Strategy
- \_\_\_\_ % Convertible Security Strategy
- \_\_\_\_ % High Yield Asset Strategy
- \_\_\_\_ % \_\_\_\_\_ (OTHER)

## Additional Information / Special Requests / Secondary Addressee

Arizona residents: On written request, we are required to provide within a reasonable time reasonable factual information regarding the benefits and provisions of the annuity contract to the annuity contract holder and if for any reason the contract holder is not satisfied with the annuity contract the contract holder may return the annuity contract within 30 days after the contract is delivered and receive a refund of all monies paid.

**Beneficiaries**

After the death of the Annuitant, the Death Benefit is payable as described in your contract. "Beneficiary" refers to the person(s) named below as Beneficiary. Unless otherwise specified: (a) The surviving beneficiaries within a class will share equally, and (b) if no beneficiary is living when the proceeds become due, the proceeds will be paid to the Annuitant's Estate. Spousal beneficiaries may elect to continue the contract.

<b>Primary Beneficiary 1</b> (if any) _____	Relation to Annuitant _____
<b>Primary Beneficiary 2</b> (if any) _____	Relation to Annuitant _____
<b>Contingent Beneficiary 1</b> (if any) _____	Relation to Annuitant _____
<b>Contingent Beneficiary 2</b> (if any) _____	Relation to Annuitant _____

**Agreements and Signatures**

**It is understood and agreed that:**

- (1) To that best of my knowledge and belief, all information on and answers given in this application are correct and true.
- (2) This application shall become a part of the annuity issued.
- (3) The annuity hereunder applied for shall not take effect until the initial premium is paid.
- (4) I certify under penalties of perjury (i) that the Social Security Number provided above is correct and (ii) that the IRS has never notified me that I am subject to backup withholding, or has notified me that I am no longer subject to backup withholding (Strike part 4(ii) if not true).
- (5) The acceptance of any contract issued under this application will constitute a ratification of any correction in or addition to this application by the Aviva Life Insurance Company. However, no change shall be made as to amount, age at issue, classification, form of annuity or benefits unless agreed to in writing.

I acknowledge receipt of a Privacy Notice describing the Aviva Life Insurance Company's current privacy policy.

*All states except as noted below:* Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purposes of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and subjects such person to criminal and civil penalties.

*Colorado Only:* It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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

*Oklahoma Only:* WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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

*Virginia Only:* Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

*Vermont Only:* Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purposes of misleading, information concerning any fact material thereto may commit a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

*Washington Only:* Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

Signed at \_\_\_\_\_ on \_\_\_\_\_

(city) (state) (date)

<b>X</b>	<b>X</b>
_____ Signature of Annuitant	_____ Signature of Witness/Agent – licensed resident agent where required)

Aviva Agent Code	Agent License # (Required in Florida)	Agent Address	Agent Name
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Application for Equity Indexed TSA Annuity To:  
 or  
 Application for TSA Annuity (non-EIA) To:

# Aviva Life Insurance Company

Wilmington, Delaware  
 Administrative Office: 108 Myrtle St, North Quincy, MA 02171-1757



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Name  Mr.  Mrs.  Ms.  Miss.

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Date of Birth \_\_\_\_\_

Place of Birth \_\_\_\_\_

Phone \_\_\_\_\_  Day  Evening

Email Address \_\_\_\_\_

## Replacement Information

Yes No

Do you have any existing life insurance or annuities?  Yes  No

Will this annuity replace existing life insurance or annuities?  Yes  No

Include all existing life and annuity coverage and replacement info with this application pursuant to applicable local requirements.

## Employer Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Annual Salary \$ \_\_\_\_\_ ERISA Plan: Yes  No

## Plan Administrator (For ERISA Plans Only)

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

## Attachments

- Replacement Form
- Certificate of Disclosure
- Transfer Form
- Beneficiary Form
- Other

## TSA Annuity Product

Name \_\_\_\_\_

1st Payroll Reduction Date: \_\_\_\_\_

Payroll Reduction Payment (First Year Payments):

Initial Premium \$ _____ for _____ months	Total 1st Yr Premium \$ _____
Then \$ _____ for _____ months	

## Payment Frequency

## Months To Be Excluded

- |                                       |                                      |                              |                              |                              |
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## Equity Index Annuity Account Allocation (EIA plans only)

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- \_\_\_\_ % Indexed Account D (Monthly Cap with Annual Sum)
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- \_\_\_\_ % Medium Term Investment Grade Strategy
- \_\_\_\_ % U.S. Investment Grade Corporate Bonds Strategy
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<b>Primary Beneficiary 1</b> (if any) _____	Relation to Annuitant _____
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**Agreements and Signatures**

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Signed at \_\_\_\_\_ on \_\_\_\_\_

(city) (state) (date)

<b>X</b>	<b>X</b>
_____ Signature of Annuitant	_____ Signature of Witness/Agent – licensed resident agent where required)

Aviva Agent Code	Agent License # (Required in Florida)	Agent Address	Agent Name
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or

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City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Date of Birth \_\_\_\_\_

Place of Birth \_\_\_\_\_

Phone \_\_\_\_\_  Day  Evening

Email Address \_\_\_\_\_

### Replacement Information

Yes No

Do you have any existing life insurance or annuities?  Yes  No

Will this annuity replace existing life insurance or annuities?  Yes  No

Include all existing life and annuity coverage and replacement info with this application pursuant to applicable local requirements.

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Name \_\_\_\_\_

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Annual Salary \$ \_\_\_\_\_ ERISA Plan: Yes  No

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City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

### Attachments

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- Beneficiary Form
- Other

### TSA Annuity Product

Name \_\_\_\_\_

1st Payroll Reduction Date: \_\_\_\_\_

Payroll Reduction Payment (First Year Payments):

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### Payment Frequency

### Months To Be Excluded

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<b>Primary Beneficiary 2</b> (if any) _____	Relation to Annuitant _____
<b>Contingent Beneficiary 1</b> (if any) _____	Relation to Annuitant _____
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**Agreements and Signatures**

**It is understood and agreed that:**

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- (4) I certify under penalties of perjury (i) that the Social Security Number provided above is correct and (ii) that the IRS has never notified me that I am subject to backup withholding, or has notified me that I am no longer subject to backup withholding (Strike part 4(ii) if not true).
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*Washington Only:* Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

Signed at \_\_\_\_\_ on \_\_\_\_\_

(city) (state) (date)

<b>X</b>	<b>X</b>
_____ Signature of Annuitant	_____ Signature of Witness/Agent – licensed resident agent where required)

Aviva Agent Code	Agent License # (Required in Florida)	Agent Address	Agent Name
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# Agent's Report

This Report must accompany each Tax-Sheltered Annuity application



\_\_\_\_\_  
Name of Annuitant (print) \_\_\_\_\_  
Annuitant's Social Security Number

\_\_\_\_\_  
TSA Product Name \_\_\_\_\_  
Date of Application

**Replacement Information (required)** **Yes No**

A. Does the Annuitant have any existing life insurance or annuity coverage? .....

B. Do you know or believe the annuity applied for is intended to replace any existing life insurance or annuities? ...

**By my signature below, I certify the following:**

- I saw the Annuitant and his/her legal identification at the place and time indicated on the application.
- I have read and understand all agent guidelines and client materials, including any Certificate of Disclosure, applicable to the annuity applied for.
- I have provided the client with appropriate client materials, including any Certificate of Disclosure, and explained the annuity applied for completely to the client's satisfaction.
- I have made no promises about expected future interest rates or, for any EIA, expected future index performance or Company declared indexed account rates or caps.
- The Annuitant has reviewed the application and confirmed all information is accurately recorded.
- I asked the Annuitant the replacement information questions and accurately recorded each answer.
- To the best of my knowledge, I believe that the Annuitant answered truthfully.
- If B above is "Yes", I believe this replacement transaction to be appropriate for this Annuitant.
- If this Applicant / Owner is subject to a Senior Protection in Annuity Transactions law or other applicable suitability regulation, and I have recommended this purchase:
  - (a) I have reasonable grounds for believing that the recommendation is suitable for the consumer on the basis of the facts disclosed by the consumer as to his or her investments and other insurance products and as to his or her financial situation and needs; and
  - (b) I have created a record of the information used in recommending the suitability of this annuity purchase and I will maintain this record for at least 5 years or for such longer period as required by law.

\_\_\_\_\_  
Signature of Agent of Record **Election of a trail option  
REQUIRED when available** \_\_\_\_\_  
 No Trail  Trail Date

\_\_\_\_\_  
Printed Agent of Record's Name \_\_\_\_\_ \_\_\_\_\_  
Percentage Aviva Agent Number

\_\_\_\_\_  
Agent of Record's E-mail Address \_\_\_\_\_ \_\_\_\_\_  
Fax Number Phone Number

\_\_\_\_\_  
Split Commission Agent's Name \_\_\_\_\_ \_\_\_\_\_  
Percentage Aviva Agent Number

\_\_\_\_\_  
Split Commission Agent's Name \_\_\_\_\_ \_\_\_\_\_  
Percentage Aviva Agent Number

**Aviva Life Insurance Company**  
108 Myrtle Street, North Quincy, MA 02171  
(888) 284-8287  
Fax (866) 295-0061  
www.avivausa.com  
© 3/05 Aviva



# Agent's Report

This Report must accompany each Tax-Sheltered Annuity application



\_\_\_\_\_  
Name of Annuitant (print)

\_\_\_\_\_  
Annuitant's Social Security Number

\_\_\_\_\_  
TSA Product Name

\_\_\_\_\_  
Date of Application

**Replacement Information (required)**

**Yes No**

A. Does the Annuitant have any existing life insurance or annuity coverage? .....

B. Do you know or believe the annuity applied for is intended to replace any existing life insurance or annuities? ...

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- I have provided the client with appropriate client materials, including any Certificate of Disclosure, and explained the annuity applied for completely to the client's satisfaction.
- I have made no promises about expected future interest rates or, for any EIA, expected future index performance or Company declared indexed account rates or caps.
- The Annuitant has reviewed the application and confirmed all information is accurately recorded.
- I asked the Annuitant the replacement information questions and accurately recorded each answer.
- To the best of my knowledge, I believe that the Annuitant answered truthfully.
- If B above is "Yes", I believe this replacement transaction to be appropriate for this Annuitant.
- If this Applicant / Owner is subject to a Senior Protection in Annuity Transactions law or other applicable suitability regulation, and I have recommended this purchase:
  - (a) I have reasonable grounds for believing that the recommendation is suitable for the consumer on the basis of the facts disclosed by the consumer as to his or her investments and other insurance products and as to his or her financial situation and needs; and
  - (b) I have created a record of the information used in recommending the suitability of this annuity purchase and I will maintain this record for at least 5 years or for such longer period as required by law.

**Election of a trail option  
REQUIRED when available**

\_\_\_\_\_  
Signature of Agent of Record

No Trail       Trail

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Agent of Record's Name

\_\_\_\_\_  
Percentage

\_\_\_\_\_  
Aviva Agent Number

\_\_\_\_\_  
Agent of Record's E-mail Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Split Commission Agent's Name

\_\_\_\_\_  
Percentage

\_\_\_\_\_  
Aviva Agent Number

\_\_\_\_\_  
Split Commission Agent's Name

\_\_\_\_\_  
Percentage

\_\_\_\_\_  
Aviva Agent Number

**Aviva Life Insurance Company**  
108 Myrtle Street, North Quincy, MA 02171  
(888) 284-8287  
Fax (866) 295-0061  
www.avivausa.com

# P R I V A C Y   N O T I C E

*Your Privacy at Aviva Life Insurance Company  
Keeping customer information secure is a top priority for all of us at Aviva  
Life Insurance Company ("Aviva").*

*We respect the privacy concerns of our customers who obtain  
products or services from us.*

*We created this notice to help you understand what information we  
collect and how we may disclose it.*

*Aviva applies the same policies to former customers that it applies to  
current customers.*

## **Aviva's Privacy Policy**

When you apply to Aviva for any type of insurance, you disclose a certain amount of information about yourself and your family to us. It is a general policy of Aviva to maintain strict confidentiality with regard to all information obtained in the course of our business. Specifically, it is Aviva's policy to:

- Collect only information necessary or relevant to our business;
- Use only legitimate means to collect information;
- Disclose information to third parties only for legitimate business purposes and as allowed by law; and
- Limit access to your personal information to those who need to know.

For continued assurance that Aviva is protecting your personal information, we will notify you annually of our privacy policy. We may amend our privacy policy from time to time and when we do, we will send you a revised privacy notice.

## **What types of information does Aviva collect about you and from whom?**

We obtain most of our information directly from you on the application or in telephone conversations with you during the application process. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals applying for coverage.

## **We may obtain non-public personal information about you from some or all of the following sources:**

- Financial Information - such as credit history, banking information and account numbers;
- Public Records - such as drivers license number and driving history;
- Consumer Reporting Agencies - such as credit reports;
- Employment Information - such as your occupation and employer;
- Medical Information - such as physicians, hospitals or other medical care institutions, and the Medical Information Bureau; and
- General Information - such as birth date, social security number and address.

## **What does Aviva do with the information collected about you?**

We review the information collected about you when evaluating requests for insurance coverage and in determining your life insurance premiums. We will also maintain this information in our contract records and may use it for purposes related to issuing and servicing annuity and life insurance contracts and settling claims. Aviva may also use this information (except health information) to identify opportunities for you to learn more about Aviva products and services that may enhance your overall insurance program.

## **To whom does Aviva disclose information about you?**

We recognize that some of our customers do not want their information shared with non-affiliated third parties for marketing purposes. You can be assured that Aviva does not participate in this practice. Therefore, you do not need to take any action regarding this notice except to file it with your contract.

We may disclose some or all of the non-public personal information we obtain about you to the following types of affiliated third parties:

- Service Corporations - For example, we may share your non-public personal information with certain service companies so that they may underwrite applications, administer policies and/or investigate claims involving you.

We are permitted by law to share non-public personal information about you with the following types of non-affiliated third parties:

- Insurance regulatory agencies in connection with the regulation of our business;
- Law enforcement or other governmental authority to protect our legal interests or in cases of suspected fraud or illegal activities;
- Persons authorized by subpoena, warrant or other court order as required by law;
- Businesses that help us maintain our databases, security systems and website;
- Information bureaus such as the Medical Information Bureau that assist us in verifying information on your application;
- Insurance support organizations established to collect information for the purposes of detecting and preventing insurance crimes and fraudulent claims;
- Reinsurance companies in connection with determination of eligibility for reinsurance, and;
- A consumer reporting agency in accordance with the Fair Credit Reporting Act.

## **How does Aviva protect information about you?**

Your non-public personal information is protected by law and the procedures described in this notice. Access to your non-public personal information is restricted to those affiliates, employees and/or third parties who need to know that information in order to issue and service your contract. We maintain physical, procedural and electronic safeguards that comply with Federal and State regulations to guard your non-public personal information.

We will continue to adhere to the privacy policies and practices described in this notice, regardless of whether we issue you an insurance contract or you decide to surrender your Aviva contract.

## **How can you learn more about Aviva's Privacy Policy?**

If you have questions about the information in this notice, please write to us:

Customer Service - Privacy Coordinator  
Aviva Life Insurance Company  
108 Myrtle Street  
North Quincy, Massachusetts 02171

Please provide your complete name, address, date of birth, type of contract held, and the nature of your question or concern. We will report the outcome of our inquiry to you.

## **How can you obtain additional information?**

If you have any further questions, please visit our website at [www.avivausa.com](http://www.avivausa.com), write to us at the above address or contact us directly by calling (800) 343-5660.

Aviva Life Insurance Company  
108 Myrtle Street, North Quincy, Massachusetts 02171  
[www.avivausa.com](http://www.avivausa.com)

# Aviva

## Annuity Application Pack

### Instructions:

- 1** Complete the **Application** with the applicant. Elect in the upper left hand corner if the application is for an EIA or not.
  - a)** White-out / crossouts are not permitted and will result in the application being returned.
  - b)** Replacement questions must be answered at time of application. If these are not answered or are answered incorrectly, processing will be delayed as a supplemental application will be required.
  - c)** Withdrawal checkbooks must be affirmatively requested. Not available with any EIA.
- 2** If premium is paid with the application, complete and sign the **Initial Premium Receipt** and give it to the applicant. If premium is to be transferred from another financial institution, complete an **Authorization to Transfer Funds**. With written request, multiple transfers to EIA products will be held until all funds are received, up to 90 days, without interest.
- 3** If the applicant is not a resident of the state where the application is being signed, complete a **Non-Resident Information Sheet**.
- 4** If appropriate, complete the applicable **Replacement** form. When required, the **Replacement** form must be signed the same day as the **Application**.
- 5** For deferred annuities;
  - a)** Complete the applicable **Certificate of Disclosure**. This form must be read and signed by each applicant. Give a copy to each applicant.
  - b)** Upon request, provide a **Contract Summary**. EIA Contract Summaries are available upon request directly from the Home Office.
  - c)** Upon request, provide a **NAIC Buyer's Guide to Fixed Deferred Annuities**. For EIAs, the Guide includes an EIA Appendix.
- 6** Give the applicant their own copy of all advertising materials presented.
- 7** Complete the **Agent's Report** and send it together with the **Application**, any initial premium, and, if applicable, an **Authorization to Transfer Funds**, a signed **Non-Resident Information Sheet**, a signed **Certificate of Disclosure**, and a completed **Replacement** form, to:

**Aviva Life Insurance Company**  
**108 Myrtle Street**  
**North Quincy, Massachusetts 02171**

Complete EIA applications received with sufficient premium by Wednesday will be issued on Friday, holiday schedule permitting. No contracts issued without sufficient premium.

- 8** Current **Contract Summary** software, **Authorization to Transfer Funds** and **Replacement** forms, **NAIC Buyer's Guide to Fixed Deferred Annuities**, and **Non-Resident Information Sheets** are all available for download from [www.AvivaEdge.com](http://www.AvivaEdge.com).

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Application for Equity Indexed Annuity To: **Aviva Life Insurance Company**  
 or  
 Wilmington, Delaware  
 Application for non-EIA Annuity To: Administrative Office: 108 Myrtle St, North Quincy, MA 02171-1757

**ANNUITANT AND APPLICANT/OWNER INFORMATION**

**Annuitant** Social Security # \_\_\_\_\_  
 Name \_\_\_\_\_  
 Place of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age Nearest Birthday \_\_\_\_\_  Male  Female  
 Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ US Citizen?  Yes  No If No, Permanent U.S. Resident?  Yes  No

**Applicant/Owner or Trust Name** Soc. Sec. or Tax ID # \_\_\_\_\_  
*(only if other than Annuitant)*  
 Place of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_ Relation to Annuitant \_\_\_\_\_  Male  Female  
 Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ US Citizen?  Yes  No If No, Permanent U.S. Resident?  Yes  No  
 If a Trust, State of Name of  Copy Enclosed  
 Date of Trust \_\_\_\_\_ Trust \_\_\_\_\_ Trustee(s) \_\_\_\_\_ (Required)

**Co-Applicant / Joint Owner** Social Security # \_\_\_\_\_  
 **Joint Annuitant** *(check 1 or both)*  
 Place of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_ Relation to Annuitant \_\_\_\_\_  Male  Female  
 Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_ US Citizen?  Yes  No If No, Permanent U.S. Resident?  Yes  No

**DEFERRED ANNUITY PLAN** (Do not complete for Single Premium Immediate Annuity Plans)

**Plan Type**, including riders, if any \_\_\_\_\_ Planned Maturity Age \_\_\_\_\_  
 Checkbook Withdrawal Access Requested

**Premium** (paid with application or approximate for transfers) \$ \_\_\_\_\_ Optional Periodic Premium \$ \_\_\_\_\_  
 Amount and Frequency  Annual  Semi-Annual  
 Quarterly

**Equity Indexed Annuity Account Allocation** for EIA plans only (not all EIA Accounts may be available in all states, and only Equity Indexed Annuity plans offer EIA Accounts)  
 \_\_\_\_\_% Fixed Account  
 \_\_\_\_\_% Indexed Account A (Annual Cap)  
 \_\_\_\_\_% Indexed Account B (Annual Breakthrough)  
 \_\_\_\_\_% Indexed Account D (Monthly Cap with Annual Sum)  
 \_\_\_\_\_% \_\_\_\_\_(OTHER)

**Interest Earnings Strategy Allocation** for some EGA plans (not all Strategies may be available in all states, and only Enhanced Guarantee Annuity plans offer Strategies)  
 \_\_\_\_\_% Balanced Investment Grade Strategy <sup>1</sup> \_\_\_\_\_% High Yield Asset Strategy <sup>2</sup>  
 \_\_\_\_\_% Real Estate Securities Strategy <sup>2</sup> \_\_\_\_\_% Convertible Security Strategy <sup>2</sup>  
 \_\_\_\_\_% U.S. Investment Grade Corporate Bonds Strategy <sup>2</sup>  
 \_\_\_\_\_% Global Investment Grade Corporate Bonds Strategy <sup>2</sup>  
 \_\_\_\_\_% \_\_\_\_\_(OTHER)  
 \$10,000 minimum premium per Strategy

<sup>1</sup>Available with 'Non-MVA' products only  
<sup>2</sup>Available with 'MVA' products only  
<sup>3</sup>Available with all EGA products

*Arizona residents:* On written request, we are required to provide within a reasonable time reasonable factual information regarding the benefits and provisions of the annuity contract to the annuity contract holder and if for any reason the contract holder is not satisfied with the annuity contract the contract holder may return the annuity contract within 30 days after the contract is delivered and receive a refund of all monies paid.



**SINGLE PREMIUM IMMEDIATE ANNUITY PLAN (Do not complete for Deferred Annuity Plans)**

Select a Single Premium Immediate Annuity Plan  
All SPIA quotes subject to approval by Aviva

Direct Deposit (complete Direct Deposit Form)

Period Certain Only (No Lifetime Contingency)  
Years/Months Certain \_\_\_\_\_  
Increasing @ \_\_\_\_\_%

Period Certain and Lifetime  
 Installment Refund  
Years/Months Certain \_\_\_\_\_  
Increasing @ \_\_\_\_\_%  
Include proof of date of birth

Joint and Survivor  
Years/Months Certain \_\_\_\_\_  
\_\_\_\_\_ % to Either Survivor, or  
\_\_\_\_\_ % to Primary Survivor, and  
\_\_\_\_\_ % to Secondary Survivor.  
Include proof of date of birth

Initial Annuity Payment Amount (approximate, based on quote verification) \$

Premium (paid with application or approximate for transfers) \$

Initial Annuity Payment Date (approximate for transfers)

Annuity Payment Frequency

Bi-Weekly  Monthly  Quarterly  Semi-Annually  Annually

Option to Commute Payments (may not be available in all states):

To Beneficiary Upon Death of Annuitant  To Owner Upon Request

Optional Income Tax Withholding

Federal Withholding Rate %

State Withholding Rate % State Code

Payee  As indicated below  Annuitant  Applicant/Owner or Trust  Co-Applicant / Joint Owner or Joint Annuitant

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Place of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_  Male  Female

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ US Citizen?  Yes  No If No, Permanent U.S. Resident?  Yes  No

**BENEFICIARIES**

After the death of the Owner or any Joint Owner, the Death Benefit is payable as described in your contract. "Beneficiary" refers to the surviving Joint Owner, if any, otherwise the surviving Contingent Owner, if any, otherwise the surviving Annuitant, if any, otherwise the person(s) named below as Beneficiary. Unless otherwise specified: (a) The surviving beneficiaries within a class will share equally, and (b) if no beneficiary is living when the proceeds become due, the proceeds will be paid to the Owner's Estate. Spousal beneficiaries may elect to continue the contract.

Primary Beneficiary 1 (if any) \_\_\_\_\_ Relation to Owner \_\_\_\_\_

Primary Beneficiary 2 (if any) \_\_\_\_\_ Relation to Owner \_\_\_\_\_

Primary Beneficiary 3 (if any) \_\_\_\_\_ Relation to Owner \_\_\_\_\_

Contingent Beneficiary 1 (if any) \_\_\_\_\_ Relation to Owner \_\_\_\_\_

Contingent Beneficiary 2 (if any) \_\_\_\_\_ Relation to Owner \_\_\_\_\_

Contingent Beneficiary 3 (if any) \_\_\_\_\_ Relation to Owner \_\_\_\_\_

**TAX QUALIFICATION (This annuity can not be used inside another qualified plan)**

Non-Qualified  IRA  Direct Rollover IRA  ROTH IRA not available with all products  
 Qualified Plan Rollover (IRA)  Transfer IRA  ROTH IRA  
 Rollover ROTH IRA

**REPLACEMENT INFORMATION**

Does the Applicant / Owner have any existing life insurance or annuity coverage? .....  Yes  No

Is the annuity applied for intended to replace any existing life insurance or annuity coverage? .....  Yes  No

Include all existing life insurance and annuity coverage and replacement information with this application.  Yes, 1035 Exchange

**ADDITIONAL INFORMATION**

Special Requests / Secondary Addressee

*Premium Notices and Periodic Statements will be sent to the Applicant/Owner, unless otherwise requested.*

**AGREEMENTS AND SIGNATURES**

It is understood and agreed that:

- (1) To the best of my knowledge and belief, all information on and answers given in this application are correct and true.
- (2) Except as otherwise provided in the attached receipt, the annuity hereunder applied for shall not take effect until the initial premium is paid.
- (3) The acceptance of any contract issued under this application will constitute a ratification of any correction in or addition to this application by the Aviva Life Insurance Company. However, no change shall be made as to amount, age at issue, classification, form of annuity or benefits unless agreed to in writing.

*All states except as noted below: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purposes of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and subjects such person to criminal and civil penalties.*

*Colorado Only:* It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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

*Oklahoma Only:* WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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

*Virginia Only:* Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

*Vermont Only:* Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purposes of misleading, information concerning any fact material thereto may commit a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

*Washington Only:* Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

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

\_\_\_\_\_  
Signature(s) of Annuitant(s)

\_\_\_\_\_  
Signature(s) of Applicant/Owner(s)  
*only if other than Annuitant(s)*

\_\_\_\_\_  
Signature of Witness/Agent  
*(licensed resident agent where required)*

\_\_\_\_\_  
Aviva Agent Code

\_\_\_\_\_  
Agent License #  
(Required in FL)

\_\_\_\_\_  
Agent Address

\_\_\_\_\_  
Agent Name

# Agent's Report

This Report must be returned to Aviva with each annuity application



Name of Annuitant (print)	\$ Premium Paid with Application	Annuity Product Name
Annuitant's Social Security Number	Date of Application	<input type="checkbox"/> Agency <input type="checkbox"/> TSA <input type="checkbox"/> Structures Agent's Aviva Business Line

**Replacement Information (required)**

**Yes No**

- A. Does the Annuitant have any existing life insurance or annuity coverage? .....
- B. Do you know or believe the annuity applied for is intended to replace any existing life insurance or annuities? ...

**By my signature below, I certify the following:**

- I saw each Applicant/Owner and legal identification for each at the place and time indicated on the application.
- I have read and understand all agent guidelines and client materials, including any Certificate of Disclosure, applicable to the annuity applied for.
- I have provided the client with appropriate client materials, including any Certificate of Disclosure, and explained the annuity applied for completely to the client's satisfaction.
- I have made no promises about expected future interest rates or, for any EIA, expected future index performance or Company declared indexed account rates or caps.
- Each Applicant/Owner has reviewed the application and confirmed all information is accurately recorded.
- I asked each Applicant/Owner the replacement information questions and accurately recorded each answer.
- To the best of my knowledge, I believe that each Applicant/Owner answered truthfully.
- If B above is "Yes", I believe this replacement transaction to be appropriate for this Applicant/Owner.
- If this Applicant / Owner is subject to a Senior Protection in Annuity Transactions law or other applicable suitability regulation, and I have recommended this purchase:
  - (a) I have reasonable grounds for believing that the recommendation is suitable for the consumer on the basis of the facts disclosed by the consumer as to his or her investments and other insurance products and as to his or her financial situation and needs; and
  - (b) I have created a record of the information used in recommending the suitability of this annuity purchase and I will maintain this record for at least 5 years or for such longer period as required by law.

Signature of Agent of Record	<p style="text-align: center;"><b>Election of a trail option REQUIRED when available</b></p> <input type="checkbox"/> No Trail <input type="checkbox"/> Trail	Date
Printed Agent of Record's Name	Percentage	Aviva Agent Number
Agent of Record's E-mail Address	Fax Number	Phone Number
Split Commission Agent's Name	Percentage	Aviva Agent Number
Split Commission Agent's Name	Percentage	Aviva Agent Number

**Aviva Life Insurance Company**  
 108 Myrtle Street, North Quincy, MA 02171  
 (800) 343-5660

www.avivausa.com

**Receipt for Advance Payment** (to be given to Applicant upon payment to Agent)

Make check payable to "Aviva Life Insurance Company"

Under no circumstances make check payable to the agent or leave blank



Received \$ \_\_\_\_\_ in connection with an application made this date to Aviva Life Insurance Company on an annuity for \_\_\_\_\_ Annuitant(s). The annuity applied for shall be in full force and effect from the date of the completed application provided: (a) this payment is equal to at least one periodic contribution; or (b) this payment is equal to the single premium of the plan applied for; and (c) Aviva Life Insurance Company at its Administrative Office shall be satisfied on this date that the Annuitant is acceptable to its rules and practices.

Signed at \_\_\_\_\_ Date \_\_\_\_\_

A handwritten signature in black ink that reads "Gerard J. Guimond".

Witness \_\_\_\_\_

*Gerard J. Guimond, Secretary*  
Aviva Life Insurance Company

If you do not hear from us in sixty days, notify us at 108 Myrtle St, N Quincy, MA 02171 and upon request and return of this receipt, the advance payment will be refunded.

**Aviva Life Insurance Company**  
108 Myrtle Street, North Quincy, MA 02171  
(800) 343-5660

[www.avivausa.com](http://www.avivausa.com)



# Aviva

## TSA/457(b) Annuity Application Pack

### Instructions:

- 1** Complete the **Application** with the applicant. In the upper left corner of the application, elect either a Fixed Indexed Annuity (FIA) or Non-FIA. In the upper right corner, elect 457(b) or 403(b) account. Note that not all products are available as a 457(b) and that 457(b) plans must be established PRIOR to application for an annuity under the plan.
  - a)** White-out / crossouts are not permitted and will result in the application being returned.
  - b)** Replacement questions must be answered at time of application. If these are not answered or are answered incorrectly, processing will be delayed as a supplemental application will be required.
- 2** If premium is to be transferred from another financial institution, complete a **TSA or 457(b) Transfer or Direct Rollover** form. With written request, multiple transfers to FIA products will be held until all funds are received, up to 90 days, without interest.
- 3** If the applicant is not a resident of the state where the application is being signed, complete a **Non-Resident Information Sheet**.
- 4** If appropriate, complete the applicable **Replacement** form. When required, the **Replacement** form must be signed the same day as the **Application**.
- 5** Carefully complete the applicable **Certificate of Disclosure (COD)**. A separate COD applies to 457(b) annuities. It must be read, signed, and initialed in certain fields by the applicant. Give a copy to the applicant.
- 6** Upon request, provide a **Contract Summary**. FIA Contract Summaries are available upon request directly from the Home Office.
- 7** Upon request, provide an NAIC **Buyer's Guide to Fixed Deferred Annuities**. For FIAs, the Guide includes an Appendix for Indexed Annuities.
- 8** If the applicant is going to submit TSA catch-up contributions for 15+ years of service, complete a **Still River®** catch-up calculation sheet signed by the applicant.
- 9** Give the applicant his or her own copy of all advertising materials presented.
- 10** Complete the **Agent's Report** and send it together with the **Application**, a signed **Certificate of Disclosure**, and, if applicable, a **TSA or 457(b) Transfer or Direct Rollover** form, a signed **Non-Resident Information Sheet**, a signed **Still River®** calculation sheet, and a completed **Replacement** form, to:

**Aviva Life Insurance Company**  
108 Myrtle Street  
North Quincy, Massachusetts 02171

Complete FIA applications received with sufficient premium by Wednesday will be issued on Friday, holiday schedule permitting. No contracts issued without sufficient premium.

- 11** Current **Contract Summary** and **Still River®** software, **TSA and 457(b) Transfer or Direct Rollover and Salary Reduction Agreement** forms, **Replacement** forms, **NAIC Buyer's Guide to Fixed Deferred Annuities**, and **Non-Resident Information Sheets** are all available for download from [www.AvivaEdge.com](http://www.AvivaEdge.com).

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Application for Fixed Indexed Annuity (FIA) To:

# Aviva Life Insurance Company



**AVIVA**

or

Wilmington, Delaware

Application for Fixed Annuity (non-FIA) To:

Administrative Office: 108 Myrtle St, North Quincy, MA 02171-1757

### Annuitant Information

Name  Mr.  Mrs.  Ms.  Miss.

Social Security Number \_\_\_\_\_

US Citizen  Non-Citizen Permanent US Resident

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birthdate & Place \_\_\_\_\_

Annual Salary \$ \_\_\_\_\_

Phone \_\_\_\_\_  Day  Evening

Email Address \_\_\_\_\_

### Replacement Information

Yes No

Do you have any existing life insurance or annuities?  Yes  No

Will this annuity replace existing life insurance or annuities?  Yes  No

Include all existing life and annuity coverage and replacement info with this application pursuant to applicable local requirements.

### Employer Information

Employer Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Tax ID Number \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact Email Address \_\_\_\_\_

### 457(b) Governmental Plans ONLY (Annuity to be owned by Plan)

457(b) Plan Name \_\_\_\_\_

Plan Administrator \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

### Attachments

Replacement Form  Transfer Form

Certificate of Disclosure  Beneficiary Form

Other

Annuity Product Name \_\_\_\_\_

Account Type:  457(b) or  403(b)

1st Payroll Reduction Date: \_\_\_\_\_

Payroll Reduction Payment (First Year Payments):

Initial Premium \$ \_\_\_\_\_ for \_\_\_\_\_ months | Total 1st Yr Premium  
Then \$ \_\_\_\_\_ for \_\_\_\_\_ months | \$ \_\_\_\_\_

Payment Frequency

Months To Be Excluded

10 Payments  13 Payments  Jan  May  Sep  
 12 Monthly  24 Payments  Feb  Jun  Oct  
 26 Bi-weekly  Mar  Jul  Nov  
 Other \_\_\_\_\_  Apr  Aug  Dec

Index Account Allocation (FIA products only)

\_\_\_\_ % Fixed Account  
\_\_\_\_ % Annual Cap (Indexed Account A)  
\_\_\_\_ % Annual Breakthrough (B) *not available with some products*  
\_\_\_\_ % Monthly Cap w/Annual Sum (D) *not available with some products*  
\_\_\_\_ % \_\_\_\_\_ (OTHER)

Interest Earnings Strategy Allocation (applicable products only)

*Strategy availability may vary by product and state*

\_\_\_\_ % Medium Term Investment Grade Strategy  
\_\_\_\_ % U.S. Investment Grade Corporate Bonds Strategy  
\_\_\_\_ % Global Investment Grade Corporate Bonds Strategy  
\_\_\_\_ % Real Estate Securities Strategy  
\_\_\_\_ % Convertible Security Strategy  
\_\_\_\_ % High Yield Asset Strategy  
\_\_\_\_ % \_\_\_\_\_ (OTHER)

Additional Information / Special Requests / Secondary Addressee

Arizona residents: On written request, we are required to provide within a reasonable time reasonable factual information regarding the benefits and provisions of the annuity contract to the annuity contract holder and if for any reason the contract holder is not satisfied with the annuity contract the contract holder may return the annuity contract within 30 days after the contract is delivered and receive a refund of all monies paid.

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**Beneficiaries**

After the death of the Annuitant, the Death Benefit is payable as described in your contract. **“Beneficiary”** refers to the person(s) named below as Beneficiary. Unless otherwise specified: (a) The surviving beneficiaries within a class will share equally, and (b) if no beneficiary is living when the proceeds become due, the proceeds will be paid to the Annuitant’s surviving Spouse, otherwise the Annuitant’s surviving Children, otherwise the Annuitant’s Estate. Spousal beneficiaries may elect to continue the contract.

<b>Primary Beneficiary 1</b> (if any) _____	Relation to Annuitant _____
<b>Primary Beneficiary 2</b> (if any) _____	Relation to Annuitant _____
<b>Contingent Beneficiary 1</b> (if any) _____	Relation to Annuitant _____
<b>Contingent Beneficiary 2</b> (if any) _____	Relation to Annuitant _____

---

**Agreements and Signatures****It is understood and agreed that:**

- (1) To that best of my knowledge and belief, all information on and answers given in this application are correct and true.
- (2) This application shall become a part of the annuity issued.
- (3) The annuity hereunder applied for shall not take effect until the initial premium is paid.
- (4) I certify under penalties of perjury (i) that the Social Security Number provided above is correct and (ii) that the IRS has never notified me that I am subject to backup withholding, or has notified me that I am no longer subject to backup withholding (Strike part 4(ii) if not true).
- (5) The acceptance of any contract issued under this application will constitute a ratification of any correction in or addition to this application by the Aviva Life Insurance Company. However, no change shall be made as to amount, age at issue, classification, form of annuity or benefits unless agreed to in writing.

*All states except as noted below:* Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purposes of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and subjects such person to criminal and civil penalties.

*Colorado Only:* It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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

*Oklahoma Only:* WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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

*Virginia Only:* Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

*Vermont Only:* Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purposes of misleading, information concerning any fact material thereto may commit a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

*Washington Only:* Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

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

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
Signature of Annuitant Signature of Witness/Agent – licensed resident agent where required)

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Aviva Agent Code	Agent License # (Required in Florida)	Agent Address	Agent Name
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# Agent's Report

This Report must accompany each Tax-Sheltered Annuity application



\_\_\_\_\_  
Name of Annuitant (print)

\_\_\_\_\_  
Annuitant's Social Security Number

\_\_\_\_\_  
TSA Product Name

\_\_\_\_\_  
Date of Application

**Replacement Information (required)**

**Yes No**

A. Does the Annuitant have any existing life insurance or annuity coverage? .....

B. Do you know or believe the annuity applied for is intended to replace any existing life insurance or annuities? ...

**By my signature below, I certify the following:**

- I saw the Annuitant and his/her legal identification at the place and time indicated on the application.
- I have read and understand all agent guidelines and client materials, including any Certificate of Disclosure, applicable to the annuity applied for.
- I have provided the client with appropriate client materials, including any Certificate of Disclosure, and explained the annuity applied for completely to the client's satisfaction.
- I have made no promises about expected future interest rates or, for any EIA, expected future index performance or Company declared indexed account rates or caps.
- The Annuitant has reviewed the application and confirmed all information is accurately recorded.
- I asked the Annuitant the replacement information questions and accurately recorded each answer.
- To the best of my knowledge, I believe that the Annuitant answered truthfully.
- If B above is "Yes", I believe this replacement transaction to be appropriate for this Annuitant.
- If this Applicant / Owner is subject to a Senior Protection in Annuity Transactions law or other applicable suitability regulation, and I have recommended this purchase:
  - (a) I have reasonable grounds for believing that the recommendation is suitable for the consumer on the basis of the facts disclosed by the consumer as to his or her investments and other insurance products and as to his or her financial situation and needs; and
  - (b) I have created a record of the information used in recommending the suitability of this annuity purchase and I will maintain this record for at least 5 years or for such longer period as required by law.

**Election of a trail option  
REQUIRED when available**

\_\_\_\_\_  
Signature of Agent of Record

No Trail       Trail

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Agent of Record's Name

\_\_\_\_\_  
Percentage

\_\_\_\_\_  
Aviva Agent Number

\_\_\_\_\_  
Agent of Record's E-mail Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Split Commission Agent's Name

\_\_\_\_\_  
Percentage

\_\_\_\_\_  
Aviva Agent Number

\_\_\_\_\_  
Split Commission Agent's Name

\_\_\_\_\_  
Percentage

\_\_\_\_\_  
Aviva Agent Number

**Aviva Life Insurance Company**  
108 Myrtle Street, North Quincy, MA 02171  
(888) 284-8287  
Fax (866) 295-0061  
www.avivausa.com

## **BUYER'S GUIDE TO FIXED DEFERRED ANNUITIES**

Prepared by the National Association of Insurance Commissioners

The National Association of Insurance Commissioners is an association of state insurance regulatory officials. This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This guide does not endorse any company or policy.

Reprinted by Aviva Life Insurance Company

It is important that you understand the differences among various annuities so you can choose the kind that best fits your needs. This guide focuses on fixed deferred annuity contracts. There is, however, a brief description of variable annuities. If you're thinking of buying an equity-indexed annuity, an appendix to this guide will give you specific information. This guide isn't meant to offer legal, financial or tax advice. You may want to consult independent advisors. At the end of this guide are questions you should ask your agent or the company. Make sure you're satisfied with the answers before you buy.

### **WHAT IS AN ANNUITY?**

An annuity is a contract in which an insurance company makes a series of income payments at regular intervals in return for a premium or premiums you have paid. Annuities are most often bought for future retirement income. Only an annuity can pay an income that can be guaranteed to last as long as you live.

An annuity is neither a life insurance nor a health insurance policy. It's not a savings account or a savings certificate. You shouldn't buy an annuity to reach short-term financial goals.

Your value in an annuity contract is the premiums you've paid, less any applicable charges, plus interest credited. The insurance company uses the value to figure the amount of most of the benefits that you can choose to receive from an annuity contract. This guide explains how interest is credited as well as some typical charges and benefits of annuity contracts.

A deferred annuity has two parts or periods. During the accumulation period, the money you put into the annuity, less any applicable charges, earns interest. The earnings grow tax-deferred as long as you leave them in the annuity. During the second period, called the payout period, the company pays income to you or to someone you choose.

### **WHAT ARE THE DIFFERENT KINDS OF ANNUITIES?**

This guide explains major differences in different kinds of annuities to help you understand how each might meet your needs. But look at the specific terms of an individual contract you're considering and the disclosure

document you receive. If your annuity is being used to fund or provide benefits under a pension plan the benefits you get will depend on the terms of the plan. Contact your pension plan administrator for information.

This buyer's guide will focus on individual fixed deferred annuities.

#### *Single Premium or Multiple Premium*

You pay the insurance company only one payment for a single premium annuity. You make a series of payments for a multiple premium annuity. There are two kinds of multiple premium annuities. One kind is a flexible premium contract. Within set limits, you pay as much premium as you want, whenever you want. In the other kind, a scheduled premium annuity, the contract spells out your payments and how often you'll make them.

#### *Immediate or Deferred*

With an immediate annuity, income payments start no later than one year after you pay the premium. You usually pay for an immediate annuity with one payment.

The income payments from a deferred annuity often start many years later. Deferred annuities have an accumulation period, which is the time between when you start paying premiums and when income payments start.

#### *Fixed or Variable*

- Fixed

During the accumulation period of a fixed deferred annuity, your money (less any applicable charges) earns interest at rates set by the insurance company or in a way spelled out in the annuity contract. The company guarantees that it will pay no less than a minimum rate of interest. During the payout period, the amount of each income payment to you is generally set when the payments start and will not change.

- Variable

During the accumulation period of a variable annuity the insurance company puts your premiums (less any applicable charges) into a separate account. You decide how the company will invest those premiums, depending on how much risk you want to take. You may put your premium into a stock, bond or other account, with no guarantees, or into a fixed account, with a minimum guaranteed interest. During the payout period of a variable annuity, the amount of each income payment to you may be fixed (set at the beginning) or variable (changing with the value of the investments in the separate account).

### **HOW ARE THE INTEREST RATES SET FOR MY FIXED DEFERRED ANNUITY?**

During the accumulation period, your money (less any applicable charges) earns interest at rates that change from time to time. Usually, what these rates will be is entirely up to the insurance company.

### *Current Interest Rate*

The current rate is the rate the company decides to credit to your contract at a particular time. The company will guarantee it will not change for some time period.

The initial rate is an interest rate the insurance company may credit for a set period of time after you first buy your annuity. The initial rate in some contracts may be higher than it will be later. This is often called a bonus rate.

The renewal rate is the rate credited by the company after the end of the set time period. The contract tells how the company will set the renewal rate, which may be tied to an external reference or index.

### *Minimum Guaranteed Rate*

The minimum guaranteed interest rate is the lowest rate your annuity will earn. This rate is stated in the contract.

### *Multiple Interest Rates*

Some annuity contracts apply different interest rates to each premium you pay or to premiums you pay during different time periods.

Other annuity contracts may have two or more accumulated values that fund different benefit options. These accumulated values may use different interest rates. You get only one of the accumulated values depending on which benefit you choose.

## **WHAT CHARGES MAY BE SUBTRACTED FROM MY FIXED DEFERRED ANNUITY?**

Most annuities have charges related to the cost of selling or servicing it. These charges may be subtracted directly from the contract value. Ask your agent or the company to describe the charges that apply to your annuity. Some examples of charges, fees and taxes are:

### *Surrender or Withdrawal Charges*

If you need access to your money, you may be able to take all or part of the value out of your annuity at any time during the accumulation period. If you take out part of the value, you may pay a withdrawal charge. If you take out all of the value and surrender, or terminate, the annuity, you may pay a surrender charge. In either case, the company may figure the charge as a percentage of the value of the contract, of the premiums you've paid or of the amount you're withdrawing. The company may reduce or even eliminate the surrender charge after you've had the contract for a stated number of years. A company may waive the surrender charge when it pays a death benefit.

Some annuities have stated terms. When the term is up, the contract may automatically expire or renew. You're usually given a short period of time, called a window, to decide if you want to renew or surrender the annuity. If you surrender during the window, you won't have to pay surrender charges. If you renew, the

surrender or withdrawal charges may start over.

In some annuities, there is no charge if you surrender your contract when the company's current interest rate falls below a certain level. This may be called a bail-out option.

In a multiple-premium annuity, the surrender charge may apply to each premium paid for a certain period of time. This may be called a rolling surrender or withdrawal charge.

Some annuity contracts have a market value adjustment feature. If interest rates are different when you surrender your annuity than when you bought it, a market value adjustment may make the cash surrender value higher or lower. Since you and the insurance company share this risk, an annuity with a MVA feature may credit a higher rate than an annuity without that feature.

Be sure to read the Tax Treatment section and ask your tax advisor for information about possible tax penalties on withdrawals.

### *Free Withdrawal*

Your annuity may have a limited free withdrawal feature. That lets you make one or more withdrawals without a charge. The size of the free withdrawal is often limited to a set percentage of your contract value. If you make a larger withdrawal, you may pay withdrawal charges. You may lose any interest above the minimum guaranteed rate on the amount withdrawn. Some annuities waive withdrawal charges in certain situations, such as death, confinement in a nursing home or terminal illness.

### *Contract Fee*

A contract fee is a flat dollar amount charged either once or annually.

### *Transaction Fee*

A transaction fee is a charge per premium payment or other transaction.

### *Percentage of Premium Charge*

A percentage of premium charge is a charge deducted from each premium paid. The percentage may be lower after the contract has been in force for a certain number of years or after total premiums paid have reached a certain amount.

### *Premium Tax*

Some states charge a tax on annuities. The insurance company pays this tax to the state. The company may subtract the amount of the tax when you pay your premium, when you withdraw your contract value, when you start to receive income payments or when it pays a death benefit to your beneficiary.

## **WHAT ARE SOME FIXED DEFERRED ANNUITY CONTRACT BENEFITS?**

### *Annuity Income Payments*

One of the most important benefits of deferred annuities is your ability to use the value built up during the accumulation period to give you a lump sum payment or to make income payments during the payout period. Income payments are usually made monthly but you may choose to receive them less often. The size of income payments is based on the accumulated value in your annuity and the annuity's benefit rate in effect when income payments start. The benefit rate usually depends on your age and sex, and the annuity payment option you choose. For example, you might choose payments that continue as long as you live, as long as your spouse lives or for a set number of years.

There is a table of guaranteed benefit rates in each annuity contract. Most companies have current benefit rates as well. The company can change the current rates at any time, but the current rates can never be less than the guaranteed benefit rates. When income payments start, the insurance company generally uses the benefit rate in effect at that time to figure the amount of your income payment.

Companies may offer various income payment options. You (the owner) or another person that you name may choose the option. The options are described here as if the payments are made to you.

- **Life Only**--The company pays income for your lifetime. It doesn't make any payments to anyone after you die. This payment option usually pays the highest income possible. You might choose it if you have no dependents, if you have taken care of them through other means or if the dependents have enough income of their own.
- **Life Annuity with Period Certain**--The company pays income for as long as you live and guarantees to make payments for a set number of years even if you die. This period certain is usually 10 or 20 years. If you live longer than the period certain, you'll continue to receive payments until you die. If you die during the period certain, your beneficiary gets regular payments for the rest of that period. If you die after the period certain, your beneficiary doesn't receive any payments from your annuity. Because the "period certain" is an added benefit, each income payment will be smaller than in a life-only option.
- **Joint and Survivor**--The company pays income as long as either you or your beneficiary lives. You may choose to decrease the amount of the payments after the first death. You may also be able to choose to have payments continue for a set length of time. Because the survivor feature is an added benefit, each income payment is smaller than in a life-only option.

### *Death Benefit*

In some annuity contracts, the company may pay a death benefit to your beneficiary if you die before the income payments start. The most common death benefit is the contract value or the premiums paid, whichever is more.

## **CAN MY ANNUITY'S VALUE BE DIFFERENT DEPENDING ON MY CHOICE OF BENEFIT?**

While all deferred annuities offer a choice of benefits, some use different accumulated values to pay different benefits. For example, an annuity may use one value if annuity payments are for retirement benefits and a different value if the annuity is surrendered. As another example, an annuity may use one value for long-term care benefits and a different value if the annuity is surrendered. You can't receive more than one benefit at the same time.

## **WHAT ABOUT THE TAX TREATMENT OF ANNUITIES?**

Below is a general discussion about taxes and annuities. You should consult a professional tax advisor to discuss your individual tax situation.

Under current federal law, annuities receive special tax treatment. Income tax on annuities is deferred, which means you aren't taxed on the interest your money earns while it stays in the annuity. Tax-deferred accumulation isn't the same as tax-free accumulation. An advantage of tax deferral is that the tax bracket you're in when you receive annuity income payments may be lower than the one you're in during the accumulation period. You'll also be earning interest on the amount you would have paid in taxes during the accumulation period. Most states' tax laws on annuities follow the federal law.

Part of the payments you receive from an annuity will be considered as a return of the premium you've paid. You won't have to pay taxes on that part. Another part of the payments is considered interest you've earned. You must pay taxes on the part that is considered interest when you withdraw the money. You may also have to pay a 10% tax penalty if you withdraw the accumulation before age 59 1/2. The Internal Revenue Code also has rules about distributions after the death of a contract holder.

Annuities used to fund certain employee pension benefit plans (those under Internal Revenue Code Sections 401(a), 401(k), 403(b), 457 or 414) defer taxes on plan contributions as well as on interest or investment income. Within the limits set by the law, you can use pretax dollars to make payments to the annuity. When you take money out, it will be taxed.

You can also use annuities to fund traditional and Roth IRAs under Internal Revenue Code Section 408. If you buy an annuity to fund an IRA, you'll receive a disclosure statement describing the tax treatment.

## WHAT IS A "FREE LOOK" PROVISION?

Many states have laws which give you a set number of days to look at the annuity contract after you buy it. If you decide during that time that you don't want the annuity, you can return the contract and get all your money back. This is often referred to as a free look or right to return period. The free look period should be prominently stated in your contract. Be sure to read your contract carefully during the free look period.

## HOW DO I KNOW IF A FIXED DEFERRED ANNUITY IS RIGHT FOR ME?

The questions listed below may help you decide which type of annuity, if any, meets your retirement planning and financial needs. You should think about what your goals are for the money you may put into the annuity. You need to think about how much risk you're willing to take with the money. Ask yourself:

- How much retirement income will I need in addition to what I will get from Social Security and my pension?
- Will I need that additional income only for myself or for myself and someone else?
- How long can I leave my money in the annuity?
- When will I need income payments?
- Does the annuity let me get money when I need it?
- Do I want a fixed annuity with a guaranteed interest rate and little or no risk of losing the principal?
- Do I want a variable annuity with the potential for higher earnings that aren't guaranteed and the possibility that I may risk losing principal?
- Or, am I somewhere in between and willing to take some risks with an equity-indexed annuity?

## WHAT QUESTIONS SHOULD I ASK MY AGENT OR THE COMPANY?

- Is this a single premium or multiple premium contract?
- Is this an equity-indexed annuity?
- What is the initial interest rate and how long is it guaranteed?
- Does the initial rate include a bonus rate and how much is the bonus?
- What is the guaranteed minimum interest rate?
- What renewal rate is the company crediting on annuity contracts of the same type that were issued last year?
- Are there withdrawal or surrender charges or penalties if I want to end my contract early and take out all of my money? How much are they?

- Can I get a partial withdrawal without paying surrender or other charges or losing interest?
- Does my annuity waive withdrawal charges for reasons such as death, confinement in a nursing home or terminal illness?
- Is there a market value adjustment (MVA) provision in my annuity?
- What other charges, if any, may be deducted from my premium or contract value?
- If I pick a shorter or longer payout period or surrender the annuity, will the accumulated value or the way interest is credited change?
- Is there a death benefit? How is it set? Can it change?
- What income payment options can I choose? Once I choose a payment option, can I change it?

## FINAL POINTS TO CONSIDER

Before you decide to buy an annuity, you should review the contract. Terms and conditions of each annuity contract will vary.

Ask yourself if, depending on your needs or age, this annuity is right for you. Taking money out of an annuity may mean you must pay taxes. Also, while it's sometimes possible to transfer the value of an older annuity into a new annuity, the new annuity may have a new schedule of charges that could mean new expenses you must pay directly or indirectly.

You should understand the long-term nature of your purchase. Be sure you plan to keep an annuity long enough so that the charges don't take too much of the money you put in. Be sure you understand the effect of all charges.

If you're buying an annuity to fund an IRA or other tax-deferred retirement program, be sure that you're eligible. Also, ask if there are any restrictions connected with the program.

Remember that the quality of service that you can expect from the company and the agent is a very important factor in your decision.

When you receive your annuity contract, READ IT CAREFULLY!! Ask the agent and company for an explanation of anything you don't understand. Do this before any free look period ends.

Compare information for similar contracts from several companies. Comparing products may help you make a better decision.

If you have a specific question or can't get answers you need from the agent or company, contact your state insurance department.



## APPENDIX I - EQUITY-INDEXED ANNUITIES

This appendix to the Buyer's Guide for Fixed Deferred Annuities will focus on equity-indexed annuities. Like other types of fixed deferred annuities, equity-indexed annuities provide for annuity income payments, death benefits and tax-deferred accumulation. You should read the Buyer's Guide for general information about those features and about provisions such as withdrawal and surrender charges.

### WHAT ARE EQUITY-INDEXED ANNUITIES?

An equity-indexed annuity is a fixed annuity, either immediate or deferred, that earns interest or provides benefits that are linked to an external equity reference or an equity index. The value of the index might be tied to a stock or other equity index. One of the most commonly used indices is Standard & Poor's 500 Composite Stock Price Index (the S&P 500), which is an equity index. The value of any index varies from day to day and is not predictable.

(Note: S&P 500 is a registered trademark of the McGraw-Hill Companies, Inc., used with permission.)

When you buy an equity-indexed annuity you own an insurance contract. You are not buying shares of any stock or index.

While immediate equity-indexed annuities may be available, this appendix will focus on deferred equity-indexed annuities.

### HOW ARE THEY DIFFERENT FROM OTHER FIXED ANNUITIES?

An equity-indexed annuity is different from other fixed annuities because of the way it credits interest to your annuity's value. Some fixed annuities only credit interest calculated at a rate set in the contract. Other fixed annuities also credit interest at rates set from time to time by the insurance company. Equity-indexed annuities credit interest using a formula based on changes in the index to which the annuity is linked. The formula decides how the additional interest, if any, is calculated and credited. How much additional interest you get and when you get it depends on the features of your particular annuity.

Your equity-indexed annuity, like other fixed annuities, also promises to pay a minimum interest rate. The rate that will be applied will not be less than this minimum guaranteed rate even if the index-linked interest rate is lower. The value of your annuity also will not drop below a guaranteed minimum. For example, many single premium contracts guarantee the minimum value will never be less than 90 percent of the premium paid, plus at least 3% in annual interest (less any partial withdrawals). The guaranteed value is the minimum amount available during a term for withdrawals, as well as for some annuitizations (see "Annuity Income Payments") and death benefits. The insurance company will adjust the value of the annuity at the end of each term to reflect any index increases.

### WHAT ARE SOME EQUITY-INDEXED ANNUITY CONTRACT FEATURES?

Two features that have the greatest effect on the amount of additional interest that may be credited to an equity-indexed annuity are the indexing method and the participation rate. It is important to understand the features and how they work together. The following describes some other equity-indexed annuity features that affect the index-linked formula.

#### *Indexing Method*

The indexing method means the approach used to measure the amount of change, if any, in the index. Some of the most common indexing methods, which are explained more fully later on, include annual reset (ratcheting), high-water mark and point-to-point.

#### *Term*

The index term is the period over which index-linked interest is calculated; the interest is credited to your annuity at the end of a term. Terms are generally from one to ten years, with six or seven years being most common. Some annuities offer single terms while others offer multiple, consecutive terms. If your annuity has multiple terms, there will usually be a window at the end of each term, typically 30 days, during which you may withdraw your money without penalty. For installment premium annuities, the payment of each premium may begin a new term for that premium.

#### *Participation Rate*

The participation rate decides how much of the increase in the index will be used to calculate index-linked interest. For example, if the calculated change in the index is 9% and the participation rate is 70%, the index-linked interest rate for your annuity will be 6.3% ( $9\% \times 70\% = 6.3\%$ ). A company may set a different participation rate for newly issued annuities as often as each day. Therefore, the initial participation rate in your annuity will depend on when it is issued by the company. The company usually guarantees the participation rate for a specific period (from one year to the entire term). When that period is over, the company sets a new participation rate for the next period. Some annuities guarantee that the participation rate will never be set lower than a specified minimum or higher than a specified maximum.

### *Cap Rate or Cap*

Some annuities may put an upper limit, or cap, on the index-linked interest rate. This is the maximum rate of interest the annuity will earn. In the example given above, if the contract has a 6% cap rate, 6%, and not 6.3%, would be credited. Not all annuities have a cap rate.

### *Floor on Equity Index-Linked Interest*

The floor is the minimum index-linked interest rate you will earn. The most common floor is 0%. A 0% floor assures that even if the index decreases in value, the index-linked interest that you earn will be zero and not negative. As in the case of a cap, not all annuities have a stated floor on index-linked interest rates. But in all cases, your fixed annuity will have a minimum guaranteed value.

### *Averaging*

In some annuities, the average of an index's value is used rather than the actual value of the index on a specified date. The index averaging may occur at the beginning, the end, or throughout the entire term of the annuity.

### *Interest Compounding*

Some annuities pay simple interest during an index term. That means index-linked interest is added to your original premium amount but does not compound during the term. Others pay compound interest during a term, which means that index-linked interest that has already been credited also earns interest in the future. In either case, however, the interest earned in one term is usually compounded in the next.

### *Margin/Spread/Administrative Fee*

In some annuities, the index-linked interest rate is computed by subtracting a specific percentage from any calculated change in the index. This percentage, sometimes referred to as the "margin," "spread," or "administrative fee," might be instead of, or in addition to, a participation rate. For example, if the calculated change in the index is 10%, your annuity might specify that 2.25% will be subtracted from the rate to determine the interest rate credited. In this example, the rate would be 7.75% ( $10\% - 2.25\% = 7.75\%$ ). In this example, the company subtracts the percentage only if the change in the index produces a positive interest rate.

### *Vesting*

Some annuities credit none of the index-linked interest or only part of it, if you take out all your money before the end of the term. The percentage that is vested, or credited, generally increases as the term comes closer to its end and is always 100% at the end of the term.

## **HOW DO THE COMMON INDEXING METHODS DIFFER?**

### *Annual Reset*

Index-linked interest, if any, is determined each year by comparing the index value at the end of the contract year with the index value at the start of the contract year. Interest is added to your annuity each year during the term.

### *High-Water Mark*

The index-linked interest, if any, is decided by looking at the index value at various points during the term, usually the annual anniversaries of the date you bought the annuity. The interest is based on the difference between the highest index value and the index value at the start of the term. Interest is added to your annuity at the end of the term.

### *Low-Water Mark*

The index-linked interest, if any, is determined by looking at the index value at various points during the term, usually the annual anniversaries of the date you bought the annuity. The interest is based on the difference between the index value at the end of the term and the lowest index value. Interest is added to your annuity at the end of the term.

### *Point-to-Point*

The index-linked interest, if any, is based on the difference between the index value at the end of the term and the index value at the start of the term. Interest is added to your annuity at the end of the term.

## WHAT ARE SOME OF THE FEATURES AND TRADE-OFFS OF DIFFERENT INDEXING METHODS?

Generally, equity-indexed annuities offer preset combinations of features. You may have to make trade-offs to get features you want in an annuity. This means the annuity you chose may also have features you don't want.

Features	Trade-Offs
<i>Annual Reset</i>	
<p>Since the interest earned is "locked in" annually and the index value is "reset" at the end of each year, future decreases in the index will not affect the interest you have already earned.</p> <p>Therefore, your annuity using the annual reset method may credit more interest than annuities using other methods when the index fluctuates up and down often during the term. This design is more likely than others to give you access to index-linked interest before the term ends.</p>	<p>Your annuity's participation rate may change each year and generally will be lower than that of other indexing methods. Also an annual reset design may use a cap or averaging to limit the total amount of interest you might earn each year.</p>
<i>High-Water Mark</i>	
<p>Since interest is calculated using the highest value of the index on a contract anniversary during the term, this design may credit higher interest than some other designs if the index reaches a high point early or in the middle of the term, then drops off at the end of the term.</p>	<p>Interest is not credited until the end of the term. In some annuities, if you surrender your annuity before the end of the term, you may not get index-linked interest for that term. In other annuities, you may receive index-linked interest, based on the highest anniversary value to date and the annuity's vesting schedule. Also, contracts with this design may have a lower participation rate than annuities using other designs or may use a cap to limit the total amount of interest you might earn.</p>
<i>Low-Water Mark</i>	
<p>Since interest is calculated using the lowest value of the index prior to the end of the term, this design may credit higher interest than some other designs if the index reaches a low point early or in the middle of the term and then rises at the end of the term.</p>	<p>Interest is not credited until the end of the term. With some annuities, if you surrender your annuity before the end of the term, you may not get index-linked interest for that term. In other annuities, you may receive index-linked interest based on a comparison of the lowest anniversary value to date with the index value at surrender and the annuity's vesting schedule. Also, contracts with this design may have a lower participation rate than annuities using other designs or may use a cap to limit the total amount of interest you might earn.</p>
<i>Point-to-Point</i>	
<p>Since interest cannot be calculated before the end of the term, use of this design may permit a higher participation rate than annuities using other designs.</p>	<p>Since interest is not credited until the end of the term, typically six or seven years, you may not be able to get the index-linked interest until the end of the term.</p>

## WHAT IS THE IMPACT OF SOME OTHER EQUITY-INDEXED ANNUITY PRODUCT FEATURES?

### *Cap on Interest Earned*

While a cap limits the amount of interest you might earn each year, annuities with this feature may have other product features you want, such as annual interest crediting or the ability to take partial withdrawals. Also, annuities that have a cap may have a higher participation rate.

### *Averaging*

Averaging at the beginning of a term protects you from buying your annuity at a high point, which would reduce the amount of interest you might earn. Averaging at the end of the term protects you against severe declines in the index and losing index-linked interest as a result. On the other hand, averaging may reduce the amount of index-linked interest you earn when the index rises either near the start or at the end of the term.

### *Participation Rate*

The participation rate may vary greatly from one annuity to another and from time to time within a particular annuity. Therefore, it is important for you to know how your annuity's participation rate works with the indexing method. A high participation rate may be offset by other features, such as simple interest, averaging, or a point-to-point indexing method. On the other hand, an insurance company may offset a lower participation rate by also offering a feature such as an annual reset indexing method.

### *Interest Compounding*

It is important for you to know whether your annuity pays compound or simple interest during a term. While you may earn less from an annuity that pays simple interest, it may have other features you want, such as a higher participation rate.

### **WHAT WILL IT COST ME TO TAKE MY MONEY OUT BEFORE THE END OF THE TERM?**

In addition to the information discussed in this Buyer's Guide about surrender and withdrawal charges and free withdrawals, there are additional considerations for equity-indexed annuities. Some annuities credit none of the index-linked interest or only part of it if you take out money before the end of the term. The percentage that is vested, or credited, generally increases as the term comes closer to its end and is always 100% at the end of the term.

### **ARE DIVIDENDS INCLUDED IN THE INDEX?**

Depending on the index used, stock dividends may or may not be included in the index's value. For example, the S&P 500 is a stock price index and only considers the prices of stocks. It does not recognize any dividends paid on those stocks.

### **HOW DO I KNOW IF AN EQUITY-INDEXED ANNUITY IS RIGHT FOR ME?**

The questions listed below may help you decide which type of annuity, if any, meets your retirement planning and financial needs. You should consider what your goals are for the money you may put into the annuity. You need to think about how much risk you're willing to take with the money. Ask yourself:

Am I interested in a variable annuity with the potential for higher earnings that are not guaranteed and willing to risk losing the principal?

Is a guaranteed interest rate more important to me, with little or no risk of losing the principal?

Or, am I somewhere in between these two extremes and willing to take some risks?

### **HOW DO I KNOW WHICH EQUITY-INDEXED ANNUITY IS BEST FOR ME?**

As with any other insurance product, you must carefully consider your own personal situation and how you feel about the choices available. No single annuity design may have all the features you want. It is important to understand the features and trade-offs available so you can choose the annuity that is right for you. Keep in mind that it may be misleading to compare one annuity to another unless you compare all the other features of each annuity. You must decide for yourself what combination of features makes the most sense for you. Also remember that it is not possible to predict the future behavior of an index.

### **QUESTIONS YOU SHOULD ASK YOUR AGENT OR THE COMPANY**

You should ask the following questions about equity-indexed annuities in addition to the questions in the Buyer's Guide to Fixed Deferred Annuities.

- How long is the term?
- What is the guaranteed minimum interest rate?
- What is the participation rate? For how long is the participation rate guaranteed?
- Is there a minimum participation rate?
- Does my contract have an interest rate cap? What is it?
- Does my contract have an interest rate floor? What is it?
- Is interest rate averaging used? How does it work?
- Is interest compounded during a term?
- Is there a margin, spread, or administrative fee? Is that in addition to or instead of a participation rate?
- What indexing method is used in my contract?
- What are the surrender charges or penalties if I want to end my contract early and take out all of my money?
- Can I get a partial withdrawal without paying charges or losing interest? Does my contract have vesting? If so, what is the rate of vesting?

### **FINAL POINTS TO CONSIDER**

Remember to read your annuity contract carefully when you receive it. Ask your agent or insurance company to explain anything you don't understand. If you have a specific complaint or can't get answers you need from the agent or company, contact your state insurance department.

# Aviva Elite Index Annuity

## Certificate of Disclosure

A Flexible Premium Fixed Indexed Deferred Annuity underwritten and offered by Aviva Life Insurance Company



**Important Consideration:** The Aviva Elite Index Annuity, like all fixed indexed annuities, is not an investment. It is a long-term retirement savings product of the life insurance industry.

## Overview

Thank you for applying for an Aviva Elite Index Annuity, which provides a choice between fixed interest and indexed interest. We want to make sure that you understand its features and benefits. Please read the following information carefully and sign and return the attached Statement of Understanding.

Aviva Elite Index Annuity is a Flexible Premium Fixed Indexed Deferred Annuity contract with a Fixed Account and two Indexed Accounts issued by Aviva Life Insurance Company ("we," "Aviva"). The Aviva Elite Index Annuity contract provides a wide range of income payment options, including an income which you cannot outlive. This contract is intended for retirement funding or other long-term accumulation needs. Substantial contract-imposed penalties may apply to full surrenders and withdrawals in the first 10 Contract Years.

*The Aviva Elite Index Annuity is not a registered security or stock market investment and does not directly participate in any stock or equity investments. The S&P 500® Index is a price index and does not reflect dividends paid on the underlying stocks.*

## Free Look

When you receive your annuity contract, please read it carefully. Please note that your annuity contract, not this Certificate of Disclosure, governs your rights and obligations under the annuity. If you find that it does not meet your needs, you may return it to our Home Office or your sales agent within 20 days of receipt for a full refund of all premiums paid less any withdrawals. Longer Free Look periods may apply in certain states or if your annuity was sold as a replacement for existing insurance coverage.

## Tax Treatment

Under current federal tax law, interest credited to annuities is not subject to income tax until received, meaning faster cash value growth for you. The advantage of having 100% of your interest earned working for you, not just the amount left after taxes, is of tremendous importance. In addition to regular income tax, interest withdrawn prior to age 59 1/2 may be subject to a 10% federal penalty tax. For these reasons, you should plan to keep your Aviva Elite Index Annuity for at least 10 years.

The Aviva Elite Index Annuity may be issued as either:

- › a Tax-Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b),
- › a non-qualified deferred annuity, or
- › an Individual Retirement Annuity (IRA) under Internal Revenue Code Section 408(a).

There is no additional tax-deferral benefit for annuities purchased in an IRA, 403(b), or other tax-qualified plan, since these plans are already tax-deferred. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of lifetime income payments and death benefit protection.

## Safety and Security

The Aviva Elite Index Annuity<sup>1</sup> (Policy Form LP35182, LC35183, or state variation thereof) is issued by Aviva Life Insurance Company, Wilmington, Delaware. An annuity is a product of and is offered exclusively by the insurance industry. It is not FDIC-insured, but instead is guaranteed by the issuing insurer. It is not an investment or security regulated by the Securities and Exchange Commission (SEC). Contract values do not decline as a result of stock market losses.

<sup>1</sup> Contract may be referred to as "certificate" in certain states. The certificate is a group annuity certificate issued under a group annuity policy issued by Aviva Life Insurance Company to a group annuity trust.

This Certificate of Disclosure contains a summary description of the Aviva Elite Index Annuity. State variations may apply. Not available in certain states. The exact terms of the annuities are contained in the contract and any attached riders, which will control Aviva's contractual obligations.

## Suitability

Your insurance agent may request additional information from you about your financial objectives and insurance needs as you see them today. If provided with enough information, your agent should be able to help you make an informed decision whether or not to purchase this annuity. In some states, agents are required by law to maintain a record of the information used in determining the suitability of each annuity purchased. Where required, the record may be necessary for all consumers or only for consumers of a certain age, often age 65 or older.

## Privacy

Aviva safeguards the privacy of customer non-public personal information as requested by law. See our Company Privacy Notice for more complete information.

## Premium Enhancement Bonus

All first-year premium payments are credited with a premium enhancement bonus of 5%. The bonus will be added to your Annuity Value at the time of premium payment. This bonus applies to all premium payments made during the first contract year.

## Interest Rates

All interest rates are expressed as annual effective interest rates, except for indexed interest, since it is credited on Contract Anniversary. 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.

## Administrative Fees/Charges

There are no annual administrative fees, front-end sales charges or loads involved in the calculation of your Annuity Value. A 12.5% front-end sales charge is assumed in the calculation of your Guaranteed Minimum Cash Surrender Value in lieu of any surrender charge. Some states charge a premium tax. We will deduct premium taxes if and when we are required to pay them.

## Access to Your Annuity Value

While the Aviva Elite Index Annuity contracts are designed as long-term accumulation products, you always have access to your cash surrender value should you need it through surrender, withdrawal, systematic withdrawal, and for TSA plans only, loans.

Withdrawals and surrenders in the first 10 Contract Years are subject to a surrender charge and Market Value Adjustment. The minimum withdrawal amount is \$500. All withdrawals and surrenders may be subject to federal and state income taxes. In addition, except under certain circumstances, the IRS does not permit TSA withdrawals or surrenders prior to an annuitant's age 59 1/2. Similarly, except under certain circumstances, withdrawals and surrenders will be subject to IRS penalty if taken prior to age 59 1/2.

Withdrawals 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 be deducted from an Indexed Account. Deductions from the Indexed Accounts will be split pro-rata and made in order against the most recent segments.

Systematic withdrawals may be arranged in amounts as low as \$50. Systematic withdrawals may be monthly, quarterly, semi-annual or annual. You may request that systematic withdrawals be sent to you in the form of a check or deposited directly into your bank account. Because indexed interest is credited only on each Contract Anniversary, systematic withdrawals should not be arranged so as to apply to indexed accounts except on Contract Anniversary.

## Surrender Charge Schedule

The surrender charge schedule by Contract Year (expressed as a percentage of the Annuity Value) is:

### › Surrender Charge Schedule

CONTRACT YEAR	SURRENDER CHARGE	CONTRACT YEAR	SURRENDER CHARGE
1	12%	7	6%
2	12%	8	5%
3	12%	9	4%
4	10%	10	3%
5	8%	11+	0%
6	7%		

Due to surrender charges, you may receive less than your premiums paid if you surrender your Aviva Elite Index Annuity during the early years.

## Guaranteed Minimum Cash Surrender Value

The cash surrender value is the premiums paid, plus interest credited, less any prior withdrawals taken and premium taxes paid, less any surrender charges. In addition, we guarantee that your cash surrender value will never be less than 87.5% of the premiums paid, less any prior withdrawals taken and premium taxes paid, accumulated at the Minimum Fixed Interest Rate to the date of the surrender. Surrender charges do not apply to this guarantee, but an up-front sales charge of 12.5% is assumed. This additional guarantee ensures that even during an extended period of poor indexed interest credited rates, your cash surrender value may increase.

## Surrender Charge-Free Withdrawal Amount

The first 10% of Annuity Value withdrawn or surrendered each Contract Year will not be subject to any surrender charge.

## Market Value Adjustment

A Market Value Adjustment (MVA) is an adjustment that affects an annuity's values either positively or negatively, within certain limits, when a TSA loan is taken or a transaction occurs that involves a surrender charge. Other than TSA loans, an MVA will not be applied to transactions where no surrender charge applies, including payment of a death benefit. Aviva allows for a positive adjustment that is limited to the surrender charge percent on the transaction, or, for TSA loans, the surrender charge percent that would apply had the loan been characterized as a withdrawal. The MVA is based upon a change in published U.S. Treasury rates between the time a premium payment is paid or annuity values are allocated among the fixed and indexed accounts, and the time the TSA loan or the transaction occurs that involves a surrender charge. An MVA adjustment can never result in a Surrender Value below the Guaranteed Minimum Surrender Value on the contract.

## Nursing Home Confinement Waiver of Surrender Charges

If the contract owner is confined to a qualified nursing home facility, you may withdraw up to \$10,000 per month, up to the total cost of nursing home care, without any surrender charge. This waiver is not available in some states. Limitations apply. See your contract for more details.

## TSA Loans

If you are applying for a TSA, please read the information in Statement of Understanding and initial where indicated.

## Income Payment Options

The Aviva Elite Index Annuity provides valuable living benefits. You may elect to annuitize your contract and receive the income under a wide choice of payment options, including an income that you cannot outlive. If applicable in your state, a premium tax will be deducted from the Annuity Value before annuitization.

## Death Benefit

Should the contract owner die before periodic income payments begin, a death benefit equal to the Annuity Value (or, if greater, the Guaranteed Minimum Cash Surrender Value) will be payable. No surrender charges will be applied. Spousal beneficiaries may choose to continue the contract. In addition to a lump sum death benefit, the Annuity Value can be paid out at the guaranteed payment option rates over at least five years. Since some or all of the death benefit may be taxable to a beneficiary(ies), a tax adviser should be consulted about tax implications.

## NAIC Buyer's Guide for Fixed Deferred Annuities and Equity-Indexed Annuities Appendix

You will receive, with your annuity contract, a Buyer's Guide for Fixed Deferred Annuities and the Equity-Indexed Annuities Appendix prepared by the National Association of Insurance Commissioners, an association of state insurance regulatory officials. When you review these documents, you should keep in mind that the Aviva Elite Index Annuity is a consecutive annual term, annual reset flexible premium EIA. The interest formula for Index Account A uses an annually reset Cap, and for Index Account D uses an annually reset Monthly Cap.

## Choice of Fixed and Indexed Accounts

Aviva Elite Index Annuity provides a choice of a Fixed Account and two Indexed Accounts for your Annuity Value.

Annuity Values are segmented by the Contract Anniversary when Premium Allocation was performed. Annuity Values may be transferred on subsequent Contract Anniversaries, but Annuity Values retain their original segment age.

## Fixed Account

Amounts allocated to the Fixed Account are credited with fixed interest daily throughout the Contract Year. Your initial and minimum fixed interest rates will be the rates in effect on the day your Aviva Elite Index Annuity contract is issued. The initial fixed interest rate is guaranteed for the Initial Premium throughout the first Contract Year. We will declare, at our discretion, new fixed interest rates for subsequent premiums and for subsequent Contract Years. Subsequent fixed interest rates may be higher or lower than the initial fixed interest rate. We guarantee the fixed interest rate will never be less than the Minimum Fixed Interest Rate for your Aviva Elite Index Annuity. Any withdrawals taken during the Contract Year will reduce the actual earned interest amount because of interruption of interest compounding.

Any premiums received between Contract Anniversaries are credited to the Fixed Account and will remain in the Fixed Account until the next Contract Anniversary, when Premium Allocation is performed.

## Indexed Accounts

Amounts allocated to an Indexed Account are credited with indexed interest at each Contract Anniversary. Indexed Account values, like all contract values, are segmented by Contract Anniversary when the associated premium was allocated. The initial Indexed Account segments are based upon allocation of the Initial Premium on the Contract Date. Since indexed interest is credited at each Contract Anniversary, deductions from an Indexed Account for withdrawals, surrender charges and premium taxes during a Contract Year receive no indexed interest for the Contract Year in which the deduction occurs. We guarantee that indexed interest will never be less than zero. The Indexed Accounts do not credit the same return as the S&P 500 Index. The S&P 500 Index values do not include the dividend income of the stocks that comprise the S&P 500 Index.<sup>2</sup>

The amount of indexed interest credited at each Contract Anniversary for each segment equals the Indexed Credit Percentage times the Indexed Account value immediately preceding the Contract Anniversary.

We reserve the right to close Indexed Accounts to new segments via premium allocations. In addition, after the surrender charge period, we may prohibit transfers to or discontinue one or more of the Indexed Accounts.

### Annual Cap Indexed Account (Indexed Account A)

If the S&P 500 Index Value at the end of the Contract Year is equal to or less than the S&P 500 Index Value at the beginning of the Contract Year, the Indexed Credit Percentage is 0.00%.

If the S&P 500 Index Value at the end of the Contract Year is greater than the S&P 500 Index Value at the beginning of the Contract Year, the Indexed Credit Percentage for an Indexed Account A segment for a Contract Year equals the lesser of:

1. The Index Growth Percentage;
2. The Indexed Interest Annual Cap.

The Indexed Interest Annual Cap for each segment is a percentage rate that is declared by Aviva, at our discretion, prior to the beginning of each Contract Year.

Your initial Indexed Interest Annual Cap will be the Indexed Interest Annual Cap in effect on the day your contract is issued. The initial Indexed Interest Annual Cap is guaranteed for the first Contract Year. We will declare, at our discretion, a new Indexed Interest Annual Cap for each segment, each subsequent Contract Year. Subsequent Indexed Interest Annual Caps may be higher or lower than the initial Indexed Interest Annual Cap. We guarantee that the Indexed Interest Annual Cap will never be less than 3.00%.

### Monthly Cap with Annual Sum Indexed Account (Indexed Account D)

If the sum of an Indexed Account D segment's 12 Monthly Index Growth Percentages for a Contract Year is equal to or less than 0.00%, the Indexed Account D segment's Indexed Credit Percentage is 0.00%.

If the sum of an Indexed Account D segment's 12 Monthly Index Growth Percentages for a Contract Year is greater than 0.00%, the Indexed Account D segment's Indexed Credit Percentage for that Contract Year is such annual sum.

The Monthly Index Growth Percentage equals the percentage increase or decrease in the S&P 500 Index Value over a Contract Month, subject to the Monthly Indexed Interest Cap. The Monthly Index Growth Percentage for a Contract Month is calculated by subtracting the S&P 500 Index Value as of the Contract "Monthiversary" beginning the Contract Month from the S&P 500 Index Value on the Contract Monthiversary ending the Contract Month. The

result is then divided by the Index Value on the Contract Monthiversary beginning the Contract Month.

The Monthly Indexed Interest Cap for each segment is a percentage rate that is declared by Aviva, at our discretion, prior to the beginning of each Contract Year.

Your initial Monthly Indexed Interest Cap will be the Monthly Indexed Interest Cap in effect on the day your contract is issued. The initial Monthly Indexed Interest Cap is guaranteed for the first Contract Year. We will declare, at our discretion, a new Monthly Indexed Interest Cap for each segment, each subsequent Contract Year. We guarantee that the Monthly Indexed Interest Cap will never be less than 1.0%.

## Premium Allocations

You specify how to allocate the initial Annuity Value between the Fixed Account and two Indexed Accounts. Premium Allocation will be performed on each Contract Anniversary on all Fixed Account values that result from premium (and, for TSA contracts, loan repayments) received during the immediately preceding Contract Year.

Prior to each Contract Anniversary, we will send you a notice with information about your Contract. In order to change your Premium Allocation rates on the Contract Anniversary, we must receive your written request at least five business days before the Contract Anniversary.

If we do not receive a Premium Allocation rate change at least five business days prior to the Contract Anniversary, then any unsegmented values will be Allocated according to your most recent Premium Allocation rates.

## Transfers Between Accounts

You can transfer values among the Fixed and Indexed Accounts only on each Contract Anniversary. Transferred values retain their original segment age.

Prior to each Contract Anniversary we will send you a notice with information about your Contract. In order to transfer Account Values on the Contract Anniversary, we must receive your written request at least five business days before the Contract Anniversary.

If we do not receive a transfer request at least five business days prior to the Contract Anniversary, then the Annuity Value will remain in its current Account(s).

<sup>2</sup> "Standard & Poor's" and "S&P 500" are trademarks of The McGraw-Hill Companies, Inc., and have been licensed for use by Aviva Life Insurance Company. The Aviva Elite Index 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.



## Example – Annual Cap Indexed Account

DATE	S&P 500 INDEX VALUE	INDEX GROWTH PERCENTAGE	ANNUAL CAP LEVEL				
			3.0%	4.5%	6.0%	7.5%	9.0%
3/31/90	339.94	n/a					
3/31/91	375.22	10.38%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/92	403.70	7.59%	3.00%	4.50%	6.00%	7.50%	7.59%
3/31/93	451.67	11.88%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/94	445.77	-1.31%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/95	500.70	12.32%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/96	645.50	28.92%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/97	757.12	17.29%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/98	1,101.75	45.52%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/99	1,286.36	16.76%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/00	1,498.58	16.50%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/01	1,160.33	-22.57%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/02	1,147.39	-1.12%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/03	848.18	-26.08%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/04	1,126.21	32.78%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/05	1,180.59	4.83%	3.00%	4.50%	4.83%	4.83%	4.83%
<b>Average Annualized Return</b>		8.65%	2.19%	3.28%	4.29%	5.27%	6.15%

Annual Cap Indexed Account provides 100% Participation in Index Growth Percentage up to the Cap Level.

## Example – Monthly Cap with Annual Sum Indexed Account

DATE	S&P 500 INDEX VALUE	INDEX GROWTH PERCENTAGE	MONTHLY CAP LEVEL				
			1.0%	1.5%	2.0%	2.5%	3.0%
3/31/90	339.94	n/a					
3/31/91	375.22	10.38%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/92	403.70	7.59%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/93	451.67	11.88%	3.79%	5.85%	7.72%	9.22%	10.50%
3/31/94	445.77	-1.31%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/95	500.70	12.32%	0.00%	3.31%	6.31%	8.82%	10.55%
3/31/96	645.50	28.92%	8.96%	12.96%	16.70%	19.83%	22.62%
3/31/97	757.12	17.29%	0.00%	0.17%	3.06%	5.34%	6.95%
3/31/98	1,101.75	45.52%	0.81%	5.32%	9.39%	13.39%	17.39%
3/31/99	1,286.36	16.76%	0.00%	0.00%	0.00%	0.00%	1.06%
3/31/00	1,498.58	16.50%	0.00%	0.00%	0.00%	0.00%	0.63%
3/31/01	1,160.33	-22.57%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/02	1,147.39	-1.12%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/03	848.18	-26.08%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/04	1,126.21	32.78%	6.88%	10.74%	13.37%	15.37%	17.37%
3/31/05	1,180.59	4.83%	0.00%	0.23%	1.92%	2.92%	3.92%
<b>Average Annualized Return</b>		8.65%	1.33%	2.49%	3.76%	4.80%	5.81%

Monthly Cap with Annual Sum Indexed Account provides 100% participation in the annual sum of the monthly Index Growth Percentages up to the monthly Cap Level.

## Examples

These examples demonstrate the interest rate behavior of the Indexed Accounts under widely varying Cap Levels using actual Index Growth Percentage results for the period of March 31, 1990, through March 31, 2005.

Each example shows indexed interest rates over this period if the Aviva Elite Index Annuity was available on March 31, 1990, and Cap Levels were set at the hypothetical rates and did not change. The examples do not show any account values, nor the effect of any taxes, surrender charges, loans, or withdrawals. These examples are not a contract summary or a projection of future values. They are to be used only to provide a numerical example to aid you in developing an understanding of indexed interest rate determination.

If the Aviva Elite Index Annuity was available during this historic period, the Cap Levels would not have remained level for the entire period. Each is determined annually and will vary. No Annual Cap Level would ever be less than 3%, and no Monthly Cap Level would ever be less than 1%.

The hypothetical charts are solely for illustrative purposes. The Aviva Elite Index Annuity is a fixed annuity contract that credits indexed interest based on changes in the S&P 500 Index, subject to Annual and Monthly Cap Levels. The index on which indexed interest rates are based may not behave in the future as it has in the past.

The Company does not authorize its agents, employees or representatives to give legal, tax or accounting advice. The information contained herein is our understanding of current laws as they relate to annuities. These laws are subject to change in the future. Please consult your personal advisor for any needed legal, tax or accounting advice.

### Aviva Life Insurance Company

108 Myrtle Street  
North Quincy, Massachusetts 02171  
[www.avivausa.com](http://www.avivausa.com)





# Aviva Elite Index Annuity

## Applicant/Owner's Statement of Understanding



### I affirm that I:

1. Have paid \$\_\_\_\_\_ to purchase the Aviva Elite Index Annuity, a flexible premium fixed indexed deferred annuity.
2. Understand that the contract is a long-term savings contract with substantial penalties for early surrenders.
3. Understand that the contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
4. Understand that:
  - a) The contract provides a choice between fixed interest and indexed interest accounts. My allocation choices are made on my annuity application.
  - b) The rates in effect today are subject to change and will be updated by the rates in effect on the day my contract is issued if they are different.
  - c) After the first Contract Year, Aviva will declare, at its discretion, a new Fixed Interest Rate, Annual Indexed Interest Cap, and Monthly Indexed Interest Cap for each Annuity Value segment.
5. Understand that the S&P 500 Index is a price index and does not reflect dividends paid on the underlying stocks.
6. Understand that only the interest earned in an Indexed Account may be affected by a stock or equity index.
7. Understand that the final decision regarding the allocation of premium between the Fixed Account and the Indexed Accounts is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment advisor.
8. Understand that if I place an annuity in an IRA, TSA, or other tax-qualified plan, I will receive no additional tax-deferral advantage from the annuity because the IRS already grants tax-deferred status to plans like IRAs.
9. Have received, read and understand the Aviva Elite Index Annuity Brochure and this Certificate of Disclosure.
10. Believe that this annuity contract is a suitable product for my financial needs.
11. Have chosen my Premium Allocation Percentages as indicated on the application.

### TSA Loans

If you are applying for a TSA, please read the information in this section carefully and initial where indicated. All statements made are subject to change based upon Aviva's current Loan Agreement for Tax-Sheltered Annuities and your annuity contract.

You may exercise your loan option twice per contract year. The minimum loan amount is \$1,000 and your contract must have a minimum of \$500 in surrender value remaining after any loan is taken. A portion of your contract will be assigned to Aviva as collateral for the loan.

Only Fixed Account values may be borrowed against at any time. Unallocated or newer segment values are borrowed against before older segment values. You may borrow against Indexed Account values only on Contract Anniversary. Indexed Account values will be borrowed against only after all Fixed Account values have been exhausted, and newer segment values are borrowed against before older segment values.

The interest rate you will be charged on the amount you borrow is 2.50% greater than your Minimum Fixed Interest Rate. In your annuity, collateral equal to the principal amount of your loan will earn the Minimum Fixed Interest Rate. Therefore, the net interest cost of the loan is 2.50%. Since the collateral is credited at the minimum interest rate, it is most likely earning a lower rate than the portion of your annuity value that is not loan collateral. Your Annuity Value will be adjusted by the outstanding loan balance in the event of death, annuitization or surrender.

Loans on your contract are intended to comply with all of the provisions of section 72(p) of the Internal Revenue Code. A loan repayment must be made either monthly or quarterly over a period that may not exceed five (5) years. Loans used to acquire a principal residence may be repaid over a longer period but may not exceed thirty (30) years and must be paid either monthly or quarterly.

In the event that a loan goes into default, the unpaid portion of the loan is taxable. Aviva must report the unpaid loan balance to the Internal Revenue Service and a 1099R for the taxable amount will be issued to you. Failure to remit any loan repayments can cause a loan default. Surrender Charges may also apply.

It may not be in your best interest to purchase a TSA solely for the benefits of its loan feature. Using a loan to reduce consumer debt is a personal choice. Due to the tax consequences of defaulting on a loan, carefully evaluate your ability to meet the repayment requirements. It is important to understand that no additional consumer debt should be incurred while this loan is outstanding. Repeated loans from your annuity will reduce the amount available from your annuity at retirement.

We encourage you to consult with your accountant or attorney for additional information before taking a loan against your tax-sheltered annuity. See the Loan Agreement for Tax-Sheltered Annuities form for more complete information regarding loans.

\_\_\_\_\_  
Applicant/Owner's Printed Name                      Applicant/Owner's Signature                      Date

\_\_\_\_\_  
Joint Applicant/Owner's Printed Name                      Joint Applicant/Owner's Signature                      Date

**Agent** – I certify that the Company disclosure material has been presented to the applicant. A copy was provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any non-guaranteed elements.

\_\_\_\_\_  
Agent's Printed Name                      Agent's Signature                      Date



# Aviva Elite Index Annuity

## Certificate of Disclosure

A Flexible Premium Fixed Indexed Deferred Annuity underwritten and offered by Aviva Life Insurance Company



**Important Consideration:** The Aviva Elite Index Annuity, like all fixed indexed annuities, is not an investment. It is a long-term retirement savings product of the life insurance industry.

## Overview

Thank you for applying for an Aviva Elite Index Annuity, which provides a choice between fixed interest and indexed interest. We want to make sure that you understand its features and benefits. Please read the following information carefully and sign and return the attached Statement of Understanding.

Aviva Elite Index Annuity is a Flexible Premium Fixed Indexed Deferred Annuity contract with a Fixed Account and two Indexed Accounts issued by Aviva Life Insurance Company ("we," "Aviva"). The Aviva Elite Index Annuity contract provides a wide range of income payment options, including an income which you cannot outlive. This contract is intended for retirement funding or other long-term accumulation needs. Substantial contract-imposed penalties may apply to full surrenders and withdrawals in the first 10 Contract Years.

*The Aviva Elite Index Annuity is not a registered security or stock market investment and does not directly participate in any stock or equity investments. The S&P 500® Index is a price index and does not reflect dividends paid on the underlying stocks.*

## Free Look

When you receive your annuity contract, please read it carefully. Please note that your annuity contract, not this Certificate of Disclosure, governs your rights and obligations under the annuity. If you find that it does not meet your needs, you may return it to our Home Office or your sales agent within 20 days of receipt for a full refund of all premiums paid less any withdrawals. Longer Free Look periods may apply in certain states or if your annuity was sold as a replacement for existing insurance coverage.

## Tax Treatment

Under current federal tax law, interest credited to annuities is not subject to income tax until received, meaning faster cash value growth for you. The advantage of having 100% of your interest earned working for you, not just the amount left after taxes, is of tremendous importance. In addition to regular income tax, interest withdrawn prior to age 59 1/2 may be subject to a 10% federal penalty tax. For these reasons, you should plan to keep your Aviva Elite Index Annuity for at least 10 years.

The Aviva Elite Index Annuity may be issued as either:

- › a non-qualified deferred annuity, or
- › an Individual Retirement Annuity (IRA) under Internal Revenue Code Section 408(a).

There is no additional tax-deferral benefit for annuities purchased in an IRA or other tax-qualified plan, since these plans are already tax-deferred. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of lifetime income payments and death benefit protection.

## Safety and Security

The Aviva Elite Index Annuity<sup>1</sup> (Policy Form LP35182, LC35183, or state variation thereof) is issued by Aviva Life Insurance Company, Wilmington, Delaware. An annuity is a product of and is offered exclusively by the insurance industry. It is not FDIC-insured, but instead is guaranteed by the issuing insurer. It is not an investment or security regulated by the Securities and Exchange Commission (SEC). Contract values do not decline as a result of stock market losses.

<sup>1</sup> Contract may be referred to as "certificate" in certain states. The certificate is a group annuity certificate issued under a group annuity policy issued by Aviva Life Insurance Company to a group annuity trust.

This Certificate of Disclosure contains a summary description of the Aviva Elite Index Annuity. State variations may apply. Not available in certain states. The exact terms of the annuities are contained in the contract and any attached riders, which will control Aviva's contractual obligations.

## Suitability

Your insurance agent may request additional information from you about your financial objectives and insurance needs as you see them today. If provided with enough information, your agent should be able to help you make an informed decision whether or not to purchase this annuity. In some states, agents are required by law to maintain a record of the information used in determining the suitability of each annuity purchased. Where required, the record may be necessary for all consumers or only for consumers of a certain age, often age 65 or older.

## Privacy

Aviva safeguards the privacy of customer non-public personal information as requested by law. See our Company Privacy Notice for more complete information.

## Premium Enhancement Bonus

All first-year premium payments are credited with a premium enhancement bonus of 5%. The bonus will be added to your Annuity Value at the time of premium payment. This bonus applies to all premium payments made during the first contract year.

## Interest Rates

All interest rates are expressed as annual effective interest rates, except for indexed interest, since it is credited on Contract Anniversary. 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.

## Administrative Fees/Charges

There are no annual administrative fees, front-end sales charges or loads involved in the calculation of your Annuity Value. A 12.5% front-end sales charge is assumed in the calculation of your Guaranteed Minimum Cash Surrender Value in lieu of any surrender charge. Some states charge a premium tax. We will deduct premium taxes if and when we are required to pay them.

## Access to Your Annuity Value

While the Aviva Elite Index Annuity contracts are designed as long-term accumulation products, you always have access to your cash surrender value should you need it through surrender, withdrawal, and systematic withdrawal.

Withdrawals and surrenders in the first 10 Contract Years are subject to a surrender charge and Market Value Adjustment. The minimum withdrawal amount is \$500. All withdrawals and surrenders may be subject to federal and state income taxes. In addition, except under certain circumstances, withdrawals and surrenders will be subject to IRS penalty if taken prior to age 59 1/2.

Withdrawals 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 be deducted from an Indexed Account. Deductions from the Indexed Accounts will be split pro-rata and made in order against the most recent segments.

Systematic withdrawals may be arranged in amounts as low as \$50. Systematic withdrawals may be monthly, quarterly, semi-annual or annual. You may request that systematic withdrawals be sent to you in the form of a check or deposited directly into your bank account. Because indexed interest is credited only on each Contract Anniversary, systematic withdrawals should not be arranged so as to apply to indexed accounts except on Contract Anniversary.

## Surrender Charge Schedule

The surrender charge schedule by Contract Year (expressed as a percentage of the Annuity Value) is:

### › Surrender Charge Schedule

CONTRACT YEAR	SURRENDER CHARGE	CONTRACT YEAR	SURRENDER CHARGE
1	12%	7	6%
2	12%	8	5%
3	12%	9	4%
4	10%	10	3%
5	8%	11+	0%
6	7%		

Due to surrender charges, you may receive less than your premiums paid if you surrender your Aviva Elite Index Annuity during the early years.

## Surrender Charge-Free Withdrawal Amount

The first 10% of Annuity Value withdrawn or surrendered each Contract Year will not be subject to any surrender charge.

## Guaranteed Minimum Cash Surrender Value

The cash surrender value is the premiums paid, plus interest credited, less any prior withdrawals taken and premium taxes paid, less any surrender charges. In addition, we guarantee that your cash surrender value will never be less than 87.5% of the premiums paid, less any prior withdrawals taken and premium taxes paid, accumulated at the Minimum Fixed Interest Rate to the date of the surrender. Surrender charges do not apply to this guarantee, but an up-front sales charge of 12.5% is assumed. This additional guarantee ensures that even during an extended period of poor indexed interest credited rates, your cash surrender value may increase.

## Market Value Adjustment

A Market Value Adjustment (MVA) is an adjustment that affects an annuity's values either positively or negatively, within certain limits, when a transaction occurs that involves a surrender charge. An MVA will not be applied to transactions where no surrender charge applies, including payment of a death benefit. Aviva allows for a positive adjustment that is limited to the surrender charge percent on the transaction. The MVA is based upon a change in published U.S. Treasury rates between the time a premium payment is paid or annuity values are allocated among the fixed and indexed accounts, and the time the transaction occurs that involves a surrender charge. An MVA adjustment can never result in a Surrender Value below the Guaranteed Minimum Surrender Value on the contract.

## Nursing Home Confinement Waiver of Surrender Charges

If the contract owner is confined to a qualified nursing home facility, you may withdraw up to \$10,000 per month, up to the total cost of nursing home care, without any surrender charge. This waiver is not available in some states. Limitations apply. See your contract for more details.

## Income Payment Options

The Aviva Elite Index Annuity provides valuable living benefits. You may elect to annuitize your contract and receive the income under a wide choice of payment options, including an income that you cannot outlive. If applicable in your state, a premium tax will be deducted from the Annuity Value before annuitization.

## Death Benefit

Should the contract owner die before periodic income payments begin, a death benefit equal to the Annuity Value (or, if greater, the Guaranteed Minimum Cash Surrender Value) will be payable. No surrender charges will be applied. Spousal beneficiaries may choose to continue the contract. In addition to a lump sum death benefit, the Annuity Value can be paid out at the guaranteed payment option rates over at least five years. Since some or all of the death benefit may be taxable to a beneficiary(ies), a tax adviser should be consulted about tax implications.

## NAIC Buyer's Guide for Fixed Deferred Annuities and Equity-Indexed Annuities Appendix

You will receive, with your annuity contract, a Buyer's Guide for Fixed Deferred Annuities and the Equity-Indexed Annuities Appendix prepared by the National Association of Insurance Commissioners, an association of state insurance regulatory officials. When you review these documents, you should keep in mind that the Aviva Elite Index Annuity is a consecutive annual term, annual reset flexible premium EIA. The interest formula for Index Account A uses an annually reset Cap, and for Index Account D uses an annually reset Monthly Cap.

## Choice of Fixed and Indexed Accounts

Aviva Elite Index Annuity provides a choice of a Fixed Account and two Indexed Accounts for your Annuity Value.

Annuity Values are segmented by the Contract Anniversary when Premium Allocation was performed. Annuity Values may be transferred on subsequent Contract Anniversaries, but Annuity Values retain their original segment age.



## Fixed Account

Amounts allocated to the Fixed Account are credited with fixed interest daily throughout the Contract Year. Your initial and minimum fixed interest rates will be the rates in effect on the day your Aviva Elite Index Annuity contract is issued. The initial fixed interest rate is guaranteed for the Initial Premium throughout the first Contract Year. We will declare, at our discretion, new fixed interest rates for subsequent premiums and for subsequent Contract Years. Subsequent fixed interest rates may be higher or lower than the initial fixed interest rate. We guarantee the fixed interest rate will never be less than the Minimum Fixed Interest Rate for your Aviva Elite Index Annuity. Any withdrawals taken during the Contract Year will reduce the actual earned interest amount because of interruption of interest compounding.

Any premiums received between Contract Anniversaries are credited to the Fixed Account and will remain in the Fixed Account until the next Contract Anniversary, when Premium Allocation is performed.

## Indexed Accounts

Amounts allocated to an Indexed Account are credited with indexed interest at each Contract Anniversary. Indexed Account values, like all contract values, are segmented by Contract Anniversary when the associated premium was allocated. The initial Indexed Account segments are based upon allocation of the Initial Premium on the Contract Date. Since indexed interest is credited at each Contract Anniversary, deductions from an Indexed Account for withdrawals, surrender charges and premium taxes during a Contract Year receive no indexed interest for the Contract Year in which the deduction occurs. We guarantee that indexed interest will never be less than zero. The Indexed Accounts do not credit the same return as the S&P 500 Index. The S&P 500 Index values do not include the dividend income of the stocks that comprise the S&P 500 Index.<sup>2</sup>

The amount of indexed interest credited at each Contract Anniversary for each segment equals the Indexed Credit Percentage times the Indexed Account value immediately preceding the Contract Anniversary.

We reserve the right to close Indexed Accounts to new segments via premium allocations. In addition, after the surrender charge period, we may prohibit transfers to or discontinue one or more of the Indexed Accounts.

## Annual Cap Indexed Account (Indexed Account A)

If the S&P 500 Index Value at the end of the Contract Year is equal to or less than the S&P 500 Index Value at the beginning of the Contract Year, the Indexed Credit Percentage is 0.00%.

If the S&P 500 Index Value at the end of the Contract Year is greater than the S&P 500 Index Value at the beginning of the Contract Year, the Indexed Credit Percentage for an Indexed Account A segment for a Contract Year equals the lesser of:

1. The Index Growth Percentage;
2. The Indexed Interest Annual Cap.

The Indexed Interest Annual Cap for each segment is a percentage rate that is declared by Aviva, at our discretion, prior to the beginning of each Contract Year.

Your initial Indexed Interest Annual Cap will be the Indexed Interest Annual Cap in effect on the day your contract is issued. The initial Indexed Interest Annual Cap is guaranteed for the first Contract Year. We will declare, at our discretion, a new Indexed Interest Annual Cap for each segment, each subsequent Contract Year. Subsequent Indexed Interest Annual Caps may be higher or lower than the initial Indexed Interest Annual Cap. We guarantee that the Indexed Interest Annual Cap will never be less than 3.00%.

## Monthly Cap with Annual Sum Indexed Account (Indexed Account D)

If the sum of an Indexed Account D segment's 12 Monthly Index Growth Percentages for a Contract Year is equal to or less than 0.00%, the Indexed Account D segment's Indexed Credit Percentage is 0.00%.

If the sum of an Indexed Account D segment's 12 Monthly Index Growth Percentages for a Contract Year is greater than 0.00%, the Indexed Account D segment's Indexed Credit Percentage for that Contract Year is such annual sum.

The Monthly Index Growth Percentage equals the percentage increase or decrease in the S&P 500 Index Value over a Contract Month, subject to the Monthly Indexed Interest Cap. The Monthly Index Growth Percentage for a Contract Month is calculated by subtracting the S&P 500 Index Value as of the Contract "Monthiversary" beginning the Contract Month from the S&P 500 Index Value on the Contract Monthiversary ending the Contract Month. The

result is then divided by the Index Value on the Contract Monthiversary beginning the Contract Month.

The Monthly Indexed Interest Cap for each segment is a percentage rate that is declared by Aviva, at our discretion, prior to the beginning of each Contract Year.

Your initial Monthly Indexed Interest Cap will be the Monthly Indexed Interest Cap in effect on the day your contract is issued. The initial Monthly Indexed Interest Cap is guaranteed for the first Contract Year. We will declare, at our discretion, a new Monthly Indexed Interest Cap for each segment, each subsequent Contract Year. We guarantee that the Monthly Indexed Interest Cap will never be less than 1.0%.

## Premium Allocations

You specify how to allocate the initial Annuity Value between the Fixed Account and two Indexed Accounts. Premium Allocation will be performed on each Contract Anniversary on all Fixed Account values that result from premium received during the immediately preceding Contract Year.

Prior to each Contract Anniversary, we will send you a notice with information about your Contract. In order to change your Premium Allocation rates on the Contract Anniversary, we must receive your written request at least five business days before the Contract Anniversary.

If we do not receive a Premium Allocation rate change at least five business days prior to the Contract Anniversary, then any unsegmented values will be Allocated according to your most recent Premium Allocation rates.

## Transfers Between Accounts

You can transfer values among the Fixed and Indexed Accounts only on each Contract Anniversary. Transferred values retain their original segment age.

Prior to each Contract Anniversary we will send you a notice with information about your Contract. In order to transfer Account Values on the Contract Anniversary, we must receive your written request at least five business days before the Contract Anniversary.

If we do not receive a transfer request at least five business days prior to the Contract Anniversary, then the Annuity Value will remain in its current Account(s).

<sup>2</sup> "Standard & Poor's" and "S&P 500" are trademarks of The McGraw-Hill Companies, Inc., and have been licensed for use by Aviva Life Insurance Company. The Aviva Elite Index 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.

## Example – Annual Cap Indexed Account

DATE	S&P 500 INDEX VALUE	INDEX GROWTH PERCENTAGE	ANNUAL CAP LEVEL				
			3.0%	4.5%	6.0%	7.5%	9.0%
3/31/90	339.94	n/a					
3/31/91	375.22	10.38%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/92	403.70	7.59%	3.00%	4.50%	6.00%	7.50%	7.59%
3/31/93	451.67	11.88%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/94	445.77	-1.31%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/95	500.70	12.32%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/96	645.50	28.92%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/97	757.12	17.29%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/98	1,101.75	45.52%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/99	1,286.36	16.76%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/00	1,498.58	16.50%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/01	1,160.33	-22.57%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/02	1,147.39	-1.12%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/03	848.18	-26.08%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/04	1,126.21	32.78%	3.00%	4.50%	6.00%	7.50%	9.00%
3/31/05	1,180.59	4.83%	3.00%	4.50%	4.83%	4.83%	4.83%
<b>Average Annualized Return</b>		8.65%	2.19%	3.28%	4.29%	5.27%	6.15%

Annual Cap Indexed Account provides 100% Participation in Index Growth Percentage up to the Cap Level.

## Example – Monthly Cap with Annual Sum Indexed Account

DATE	S&P 500 INDEX VALUE	INDEX GROWTH PERCENTAGE	MONTHLY CAP LEVEL				
			1.0%	1.5%	2.0%	2.5%	3.0%
3/31/90	339.94	n/a					
3/31/91	375.22	10.38%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/92	403.70	7.59%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/93	451.67	11.88%	3.79%	5.85%	7.72%	9.22%	10.50%
3/31/94	445.77	-1.31%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/95	500.70	12.32%	0.00%	3.31%	6.31%	8.82%	10.55%
3/31/96	645.50	28.92%	8.96%	12.96%	16.70%	19.83%	22.62%
3/31/97	757.12	17.29%	0.00%	0.17%	3.06%	5.34%	6.95%
3/31/98	1,101.75	45.52%	0.81%	5.32%	9.39%	13.39%	17.39%
3/31/99	1,286.36	16.76%	0.00%	0.00%	0.00%	0.00%	1.06%
3/31/00	1,498.58	16.50%	0.00%	0.00%	0.00%	0.00%	0.63%
3/31/01	1,160.33	-22.57%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/02	1,147.39	-1.12%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/03	848.18	-26.08%	0.00%	0.00%	0.00%	0.00%	0.00%
3/31/04	1,126.21	32.78%	6.88%	10.74%	13.37%	15.37%	17.37%
3/31/05	1,180.59	4.83%	0.00%	0.23%	1.92%	2.92%	3.92%
<b>Average Annualized Return</b>		8.65%	1.33%	2.49%	3.76%	4.80%	5.81%

Monthly Cap with Annual Sum Indexed Account provides 100% participation in the annual sum of the monthly Index Growth Percentages up to the monthly Cap Level.

## Examples

These examples demonstrate the interest rate behavior of the Indexed Accounts under widely varying Cap Levels using actual Index Growth Percentage results for the period of March 31, 1990, through March 31, 2005.

Each example shows indexed interest rates over this period if the Aviva Elite Index Annuity was available on March 31, 1990, and Cap Levels were set at the hypothetical rates and did not change. The examples do not show any account values, nor the effect of any taxes, surrender charges, loans, or withdrawals. These examples are not a contract summary or a projection of future values. They are to be used only to provide a numerical example to aid you in developing an understanding of indexed interest rate determination.

If the Aviva Elite Index Annuity was available during this historic period, the Cap Levels would not have remained level for the entire period. Each is determined annually and will vary. No Annual Cap Level would ever be less than 3%, and no Monthly Cap Level would ever be less than 1%.

The hypothetical charts are solely for illustrative purposes. The Aviva Elite Index Annuity is a fixed annuity contract that credits indexed interest based on changes in the S&P 500 Index, subject to Annual and Monthly Cap Levels. The index on which indexed interest rates are based may not behave in the future as it has in the past.

The Company does not authorize its agents, employees or representatives to give legal, tax or accounting advice. The information contained herein is our understanding of current laws as they relate to annuities. These laws are subject to change in the future. Please consult your personal advisor for any needed legal, tax or accounting advice.

### Aviva Life Insurance Company

108 Myrtle Street  
North Quincy, Massachusetts 02171  
[www.avivausa.com](http://www.avivausa.com)

# Aviva Elite Index Annuity

## Applicant/Owner's Statement of Understanding



### I affirm that I:

1. Have paid \$\_\_\_\_\_ to purchase the Aviva Elite Index Annuity, a flexible premium fixed indexed deferred annuity.
2. Understand that the contract is a long-term savings contract with substantial penalties for early surrenders.
3. Understand that the contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
4. Understand that:
  - a) The contract provides a choice between fixed interest and indexed interest accounts. My allocation choices are made on my annuity application.
  - b) The rates in effect today are subject to change and will be updated by the rates in effect on the day my contract is issued if they are different.
  - c) After the first Contract Year, Aviva will declare, at its discretion, a new Fixed Interest Rate, Annual Indexed Interest Cap, and Monthly Indexed Interest Cap for each Annuity Value segment.
5. Understand that the S&P 500 Index is a price index and does not reflect dividends paid on the underlying stocks.
6. Understand that only the interest earned in an Indexed Account may be affected by a stock or equity index.
7. Understand that the final decision regarding the allocation of premium between the Fixed Account and the Indexed Accounts is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment advisor.
8. Understand that if I place an annuity in an IRA, TSA, or other tax-qualified plan, I will receive no additional tax-deferral advantage from the annuity because the IRS already grants tax-deferred status to plans like IRAs.
9. Have received, read and understand the Aviva Elite Index Annuity Brochure and this Certificate of Disclosure.
10. Believe that this annuity contract is a suitable product for my financial needs.
11. Have chosen my Premium Allocation Percentages as indicated on the application.

---

Applicant/Owner's Printed Name and Signature

Date

---

Joint Applicant/Owner's Printed Name and Signature

Date

**Agent** – I certify that the Company disclosure material has been presented to the applicant. A copy was provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any non-guaranteed elements.

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Agent's Printed Name and Signature

Date



# Aviva Elite Index Annuity

## Applicant/Owner's Statement of Understanding



### I affirm that I:

1. Have paid \$\_\_\_\_\_ to purchase the Aviva Elite Index Annuity, a flexible premium fixed indexed deferred annuity.
2. Understand that the contract is a long-term savings contract with substantial penalties for early surrenders.
3. Understand that the contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
4. Understand that:
  - a) The contract provides a choice between fixed interest and indexed interest accounts. My allocation choices are made on my annuity application.
  - b) The rates in effect today are subject to change and will be updated by the rates in effect on the day my contract is issued if they are different.
  - c) After the first Contract Year, Aviva will declare, at its discretion, a new Fixed Interest Rate, Annual Indexed Interest Cap, and Monthly Indexed Interest Cap for each Annuity Value segment.
5. Understand that the S&P 500 Index is a price index and does not reflect dividends paid on the underlying stocks.
6. Understand that only the interest earned in an Indexed Account may be affected by a stock or equity index.
7. Understand that the final decision regarding the allocation of premium between the Fixed Account and the Indexed Accounts is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment advisor.
8. Understand that if I place an annuity in an IRA, TSA, or other tax-qualified plan, I will receive no additional tax-deferral advantage from the annuity because the IRS already grants tax-deferred status to plans like IRAs.
9. Have received, read and understand the Aviva Elite Index Annuity Brochure and this Certificate of Disclosure.
10. Believe that this annuity contract is a suitable product for my financial needs.
11. Have chosen my Premium Allocation Percentages as indicated on the application.

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Applicant/Owner's Printed Name and Signature

Date

---

Joint Applicant/Owner's Printed Name and Signature

Date

**Agent** – I certify that the Company disclosure material has been presented to the applicant. A copy was provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any non-guaranteed elements.

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Agent's Printed Name and Signature

Date

# Aviva Elite Index Annuity

## Applicant/Owner's Statement of Understanding



### I affirm that I:

1. Have paid \$\_\_\_\_\_ to purchase the Aviva Elite Index Annuity, a flexible premium fixed indexed deferred annuity.
2. Understand that the contract is a long-term savings contract with substantial penalties for early surrenders.
3. Understand that the contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
4. Understand that:
  - a) The contract provides a choice between fixed interest and indexed interest accounts. My allocation choices are made on my annuity application.
  - b) The rates in effect today are subject to change and will be updated by the rates in effect on the day my contract is issued if they are different.
  - c) After the first Contract Year, Aviva will declare, at its discretion, a new Fixed Interest Rate, Annual Indexed Interest Cap, and Monthly Indexed Interest Cap for each Annuity Value segment.
5. Understand that the S&P 500 Index is a price index and does not reflect dividends paid on the underlying stocks.
6. Understand that only the interest earned in an Indexed Account may be affected by a stock or equity index.
7. Understand that the final decision regarding the allocation of premium between the Fixed Account and the Indexed Accounts is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment advisor.
8. Understand that if I place an annuity in an IRA, TSA, or other tax-qualified plan, I will receive no additional tax-deferral advantage from the annuity because the IRS already grants tax-deferred status to plans like IRAs.
9. Have received, read and understand the Aviva Elite Index Annuity Brochure and this Certificate of Disclosure.
10. Believe that this annuity contract is a suitable product for my financial needs.
11. Have chosen my Premium Allocation Percentages as indicated on the application.

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Applicant/Owner's Printed Name and Signature

Date

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Joint Applicant/Owner's Printed Name and Signature

Date

**Agent** – I certify that the Company disclosure material has been presented to the applicant. A copy was provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any non-guaranteed elements.

---

Agent's Printed Name and Signature

Date



**IMPORTANT NOTICE:**

**REPLACEMENT OF LIFE INSURANCE OR ANNUITIES**

**This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.**

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A *replacement* occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A *financed purchase* occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract?  YES  NO
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract?  YES  NO
3. If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number if available) and whether each policy or contract will be replaced or used as a source of financing:

	INSURER NAME	CONTRACT OR POLICY #	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)
1.				
2.				
3.				
4.				

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because \_\_\_\_\_.

I certify that the responses herein are, to the best of my knowledge, accurate:

\_\_\_\_\_  
Applicant's Signature and Printed Name \_\_\_\_\_  
Date

\_\_\_\_\_  
Producer's Signature and Printed Name \_\_\_\_\_  
Date

I do not want this notice read aloud to me. \_\_\_\_\_ (Applicants must initial if they do not want the notice read aloud).

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense.

**PREMIUMS:** Are they affordable?  
Could they change?  
You're older – are premiums higher for the proposed new policy?  
How long will you have to pay premiums on the new policy? On the old policy?

**POLICY VALUES:** New policies usually take longer to build cash values and to pay dividends.  
Acquisition costs for the old policy may have been paid, you will incur costs for the new one.  
What surrender charges do the policies have?  
What expense and sales charges will you pay on the new policy?  
Does the new policy provide more insurance coverage?

**INSURABILITY:** If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.  
You may need a medical exam for the new policy.  
Claims on most new policies for up to the first two years can be denied based on inaccurate statements.  
Suicide limitations may begin anew on the new coverage.

**IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:**  
How are premiums for both policies being paid?  
How will the premiums on your existing policy be affected?  
Will a loan be deducted from death benefits?  
What values from the old policy are being used to pay premiums?

**IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:**  
Will you pay surrender charges on your old contract?  
What are the interest rate guarantees for the new contract?  
Have you compared the contract charges or other policy expenses?

**OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:**  
What are the tax consequences of buying the new policy?  
Is this a tax-free exchange? (See you tax advisor.)  
Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?  
Will the existing insurer be willing to modify the old policy?  
How does the quality and financial stability of the new company compare with your existing company?

**Aviva Life Insurance Company**  
108 Myrtle Street, Quincy, MA 02171  
(800) 343-5660

(AL, AZ, CO, HI, IA, KY, LA, MD, MS, MT, NC, NH, NJ, NM, OR, UT, VT, WV)

www.avivausa.com