

LIFETIMEPAYSM PLUS RIDER

CERTIFICATE OF DISCLOSURE

Thank you for your interest in the LifetimePaySM Plus Rider (“Rider”) from Aviva Life and Annuity Company (the “Company”). It is important that you understand the benefits, features and limitations of this Rider before making your purchasing decision. Please read the following information and sign the last page of this disclosure to acknowledge your understanding of and election to purchase the Rider. This disclosure is intended to summarize the key provisions of this Rider. You should refer to the actual Rider for a complete description of the Rider’s benefits and limitations.

Please note, in this disclosure, the terms “you” and “your” refers to the Contract Owner (or any Annuitant if the Owner is not a natural person).

- **What is the LifetimePaySM Plus Rider?**

The LifetimePaySM Plus Rider is an optional benefit that can be attached to your Aviva Life and Annuity Company fixed indexed deferred annuity (“Contract”). In exchange for a monthly charge, this Rider provides you with two ways to receive income (up to a maximum allowable amount) without incurring Withdrawal Charges or Market Value Adjustments. The income withdrawal options provided by this Rider may be utilized in lieu of the annuity settlement (annuitization) options available under your Contract.

If you do decide to convert your Contract to a stream of income payments (annuitization), you can not stop or modify the amount or frequency of the income payments. An election to receive income withdrawals under this Rider is not an annuitization and thus, you retain control of when and how much retirement income is distributed from the Contract.

The LifetimePaySM Plus Rider also provides you with Wellness Benefits through a third party provider that are designed to educate you on the benefits of and how to maintain a healthy lifestyle. Wellness Benefits may include newsletters and other health-related publications, as well as access to a wellness website, online personal health risk assessment and telephone nurse hotline. The third party provider may change and the Wellness Benefits may be discontinued at any time.

- **Is there a charge for the Rider?**

Yes. A charge will be deducted from the Contract’s Accumulated Value at the beginning of each month. The monthly charge during any Contract Year is determined by dividing the Annual Rider Premium Rate by 12 and then multiplying the resulting rate by the Income Account Value as of the Contract Anniversary coinciding with the first day of that Contract Year. The Annual Rider Premium Rate is currently 0.75%.

- **What is the Income Account Value?**

The Income Account Value is used in the calculation of the Rider’s income withdrawal benefits. The Income Account Value is not a component of the Contract’s Accumulated Value and thus, is not used to determine the Contract’s Cash Surrender Value. The Cash Surrender Value of your Contract will be based on the Contract’s Accumulated Value, not the Rider’s Income Account Value. Additional information concerning the Income Account Value follows.

- **What additional income withdrawal benefits does the Rider provide?**

You can elect to receive income withdrawal benefits each Contract Year, regardless of the underlying Accumulated Value of your Contract, utilizing either of the following options:

1. Lifetime Income Withdrawal – A percentage of the Income Account Value guaranteed for your lifetime, available beginning at the Attained Age of 50.
2. Income Withdrawal – A percentage of the Income Account Value guaranteed until the Income Account Value is equal to zero, available beginning at the Attained Age of 40.

- **How are income withdrawal benefit amounts determined?**

The percentages used to determine the Maximum Annual Lifetime Income Withdrawal Amount and the Maximum Annual Income Withdrawal Amount are shown below. These percentages are based on your Attained Age at the time you first elect to receive income withdrawals. Once you elect to receive income withdrawals, your income withdrawal percentage will not change except as described below and the income withdrawal amount will not decrease unless you elect to receive Excess Withdrawals (defined below). There will be no Withdrawal Charges or Market Value Adjustments applied to income withdrawals taken during any Contract Year in which the total amount of all withdrawals taken that Contract Year are less than or equal to the maximum amount provided by the income withdrawal options. Please note that Lifetime Income Withdrawals are not available until after you reach an Attained Age of 50.

Attained Age (attained age of younger Annuitant for Joint Annuitant Contracts)	Maximum Annual Lifetime Income Withdrawal Percentage (Single Annuitant)	Maximum Annual Lifetime Income Withdrawal Percentage (Joint Annuitant)	Maximum Annual Income Withdrawal Percentage
40 – 49	N/A	N/A	7.0%
50 – 54	4.0%	3.5%	7.0%
55 – 59	4.5%	4.0%	7.0%
60 – 64	5.0%	4.5%	7.0%
65 – 69	5.5%	5.0%	7.0%
70 – 74	6.0%	5.5%	7.0%
75 – 79	6.5%	6.0%	7.0%
80 – 84	7.0%	6.5%	7.0%
85 – 89	7.5%	7.0%	7.5%
90+	8.0%	7.5%	8.0%

Once you reach the minimum Attained Age, the Rider allows you to stop, start and adjust the amount of your income withdrawals at any time. However, adjusting the amount of an income withdrawal in any year may impact future income withdrawal amounts. Generally, if you increase the amount of your income withdrawal in a specific year, future income withdrawal amounts will be reduced.

- **Can I withdraw more than the maximum amount provided by the income withdrawal options?**

Yes. Withdrawals in excess of the maximum amount provided by your elected income withdrawal option may be taken in any Contract Year. Any such withdrawal shall be referred to as an Excess Withdrawal. An Excess Withdrawal may be subject to Withdrawal Charges and Market Value Adjustments and will reduce the maximum annual income withdrawal amount by the same proportion that the Contract's Accumulated Value is reduced by the Excess Withdrawal. If Excess Withdrawals, Withdrawal Charges or Market Value Adjustments reduce the Contract's Accumulated Value to zero, your income withdrawals will stop and the Rider will terminate.

- **What happens if I become confined to a Hospital, Hospice Facility or Convalescent Care Facility?**

After the Qualification Waiting Period and the minimum Attained Age has been achieved, the maximum amount provided by your elected income withdrawal option may be doubled if you are confined to a qualified Hospital, Hospice Facility or Convalescent Care Facility for at least 180 of the last 250 days, calculated from the date the first income withdrawal is to be received. Additional requirements and restrictions may apply and availability may vary by state.

- **How is the Income Account Value calculated?**

The Initial Income Account Value is equal to the Adjusted Accumulated Value of the Contract. The Adjusted Accumulated Value at any time is currently equal to 100% of the value of all strategies.

The Income Account Value is utilized in all three periods of the Rider: Accumulation Period, Income Period, and Extended Income Guarantee Period.

- **Accumulation Period**

Generally, the Accumulation Period is any time prior to the election of income withdrawal benefits. During the Accumulation Period, the Income Account Value is guaranteed to increase by at least 7.2% per Contract Year for the first 10 Contract Years. After the Rider has been in the Accumulation Period for at least 5 years, you can restart the 10 years of 7.2% guaranteed accumulation by notifying the Company in writing. You can restart the 10 years of guaranteed accumulation multiple times, but not more than once every 5 Contract Years. Upon a restart of the Accumulation Years, the Income Account Value will be set equal to the greater of the then current Income Account Value and the Adjusted Accumulated Value. The Rider charge will be set equal to the then current charge, if higher

and will never be greater than the Maximum Annual Rider Premium Rate. The Accumulation Period cannot extend beyond the date annuity payments are to begin as described in the Base Contract.

- ***Income Period***

Generally, the Income Period will begin at the time you elect to begin receiving income withdrawal benefits and ends when the Accumulated Value of the Contract is equal to zero. During the Income Period, the Income Account Value is no longer credited with interest and will be decreased by both income withdrawals and any withdrawals taken under the provisions of your Contract. At the beginning of the Income Period, the Income Account Value will be set equal to the greater of the then current Income Account Value or the Adjusted Accumulated Value. On each Contract Anniversary, if the Adjusted Accumulated Value is greater than the greatest Income Account Value during the Income Period, the Income Account Value is automatically “stepped-up” to the Adjusted Accumulated Value. If the Income Account Value is “stepped-up” during the Income Period, the Maximum Annual Lifetime Income Withdrawal Amount and the Maximum Annual Income Withdrawal Amount will be automatically increased.

- ***Extended Income Guarantee Period***

Generally, the Extended Income Guarantee Period is the time after the Accumulated Value of the Contract is equal to zero and while you are still receiving both Wellness Benefits and income withdrawal benefits. During the Extended Income Guarantee Period, you will receive income withdrawals for the remainder of your life equal to the Maximum Annual Lifetime Income Withdrawal Amount as determined on the first day of the Extended Income Guarantee Period.

In lieu of receiving payments equal to the Maximum Annual Lifetime Income Withdrawal Amount, you may elect to receive withdrawals of a different amount up to the Maximum Annual Income Withdrawal Amount by submitting a written request to the Company. If withdrawals in excess of the Maximum Annual Lifetime Income Withdrawal Amount are elected, withdrawals will not be guaranteed for life and will only continue until the Income Account Value has been reduced to zero. At that time, the Rider and the Contract will terminate.

- **Termination**

This Rider and all its provisions, including the Wellness Benefits, will terminate on the earliest of the following dates:

- a) The date on which all Contract benefits have been paid;
- b) The date on which annuity payments begin as described in the Rider;
- c) The date on which the Accumulated Value and the Income Account Value are equal to zero and there are no outstanding income withdrawals payable;
- d) The date on which you elect to terminate the Rider by a written request to the Company. You can terminate this Rider anytime during the first 12 months following the Effective Date of the Rider or anytime after the fifth anniversary of the Effective Date of the Rider; or
- e) Except when the Owner is not a natural person, the date on which the Owner and the Annuitant are not the same person.

Once this Rider terminates, it may not be reinstated.

The Company may, prior to your death, permit the transfer of this Rider to a new annuity Contract issued by the Company. The Owner(s) and Annuitant(s) under the existing Contract must be the same as the Owner(s) and Annuitant(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon full surrender of the existing Contract. A transfer of this Rider to a new annuity Contract will not change the Rider’s Effective Date or any of the values or provisions available under the Rider.

• **Acknowledgement**

I have read, or have been read, this document and understand its contents. By signing below, I acknowledge and understand the following:

- I am purchasing the LifetimePaySM Plus Rider from Aviva Life and Annuity Company. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my investments objectives) with my agent and believe this Rider will assist me in meeting my current financial needs and objectives.
- This Rider is an optional benefit for which there is a charge.
- Any values referred to in this document (other than the minimum guaranteed values) are not guarantees, promises or warranties.
- **I am not currently confined nor do I anticipate being confined to a Hospital, Hospice Facility or Convalescent Care Facility at the time my Contract is issued.**

Signature of Owner(s)/Applicant(s) _____

Signature of Joint Owner(s)/Applicant(s)_____

Social Security # _____ Phone # _____ Date _____

Signature of Annuitant(s) if different than Owner _____

Signature of Joint Annuitant(s) if different than Owner _____

Social Security # _____ Phone # _____ Date _____

• **Agent Confirmation**

By signing below, I acknowledge that I have reviewed this document with the applicant. I certify that a copy of this document, as well as any advertisement used in connection with the sale of this Rider, has been provided to the applicant. I have not made statements that differ from this disclosure form and no promises or assurances have been made about the future value of any non-guaranteed elements.

Agent Name (Please print)_____

Agent Signature _____ Date _____

Neither Aviva Life and Annuity Company nor its representatives may offer legal or tax advice. You should consult your own personal tax advisor for tax matters.