Aviva

Family SafeGuard Deferred Annuity

Application

This App Pack contains the information you need to sell Aviva's Family SafeGuard Deferred Annuity, including:

Product Features Summary

Marketing/Support Materials List

Application Process Summary

Family SafeGuard Deferred Annuity Application

Certificate of Disclosure Form

Agent's Report/Premium Receipt

Aviva Life Insurance Company

SF05E006US

AVIVA

Agent Overview

Aviva is proud to offer this flexible premium deferred annuity designed for consumers facing the challenges of retirement planning.

If nursing home care is foreseeable, your client may be able to convert the Family SafeGuard Deferred Annuity to a Medicaid planning product. This immediate annuity may be able to help protect and preserve hard-earned assets while enabling clients to be eligible for Medicaid assistance for nursing home costs. That's because in many states, an immediate annuity may qualify as an exempt asset with regard to Medicaid eligibility laws.*

Product Features Summary

- *Available on a qualified or a non-qualified basis*
- *Maximum issue age: 95*
- *Minimum initial premium: $15,000*
- *Maximum premium without Home Office approval: $1,000,000*
- *Minimum guaranteed interest rate of between 1.0% and 3.0%, based on the law in the state where the contract is issued*
- *First-year premium earns a competitive new money interest rate guaranteed for one year. After the first year, annuity values will receive a competitive monthly portfolio interest rate*
- *Annual 10% surrender charge-free withdrawal*
- *Flexible payout options*
- *May convert without a surrender charge to Aviva's Family Solution Immediate Annuity, a Medicaid planning product*

Marketing/Support Materials List

To support your sales efforts, you may order the following marketing/support materials by contacting Relizon, our inventory management facility, at 866-356-6909:

- *Family SafeGuard Deferred Annuity Customer Flyer (AL04E288US)*
- *Family SafeGuard Deferred Annuity Customer Brochure (AL04E286US)*
- *Family SafeGuard Deferred Annuity App Pack (SF05E006US)*

Application Process Summary

After providing a quote based on the Family SafeGuard Deferred Annuity illustration software** and determining the appropriateness of the product for your applicant:

1. Complete the following forms in conjunction with your applicant:
   - *The Family SafeGuard Deferred Annuity Application (LA35159)*
   - *The Family SafeGuard Deferred Annuity Certificate of Disclosure Form (AL04E290US)*
2. Complete the Agent's Report (CF04S033US) / Premium Receipt Form (CF04S020US).
3. Give the applicant the tear-off Premium Receipt Form when you receive payment.
4. Submit the following forms to Aviva, **Attention: Agency Annuity New Business:**
   - *Application*
   - *Certificate of Disclosure*
   - *Agent's Report*

Conversion to the Family Solution Immediate Annuity

To convert the Family SafeGuard Deferred Annuity to the Family Solution Immediate Annuity for Medicaid planning purposes, your client should complete a Family Solution Immediate Annuity Application and a "Conversion Form – Family SafeGuard Deferred Annuity to Family Solution Immediate Annuity" (SF04S119US), which must be submitted to Aviva, **Attention: Agency Annuity New Business.**

* Individual states may currently allow this type of annuity to be part of your client's overall plan in connection with Medicaid benefit qualification; however, please know that the laws governing Medicaid eligibility are subject to frequent changes and differing interpretations. As such, we recommend that before converting to or purchasing an annuity for Medicaid eligibility purposes, your client consult with a qualified elder care attorney who is knowledgeable about the laws in his/her state.

** Illustration software can be downloaded from AvivaEdge (www.avivaedge.com), Aviva's agent-secured website.

Application for Flexible Premium Deferred Annuity To:

Aviva Life Insurance Company (Wilmington, Delaware)
Administrative Office: 108 Myrtle St, North Quincy, MA 02171-1757

OWNER, ANNUITANT, AND BENEFICIARY INFORMATION

Applicant/Owner *(Annuitant unless otherwise noted below)* ______________ Social Security # ______________

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

Joint Owner *(if any)* ______________ Social Security # ______________

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

Contingent Owner *(if any)* ______________ Social Security # ______________

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

Annuitant *(complete if other than Applicant/Owner)* ______________ Social Security # ______________

Place of Birth ______________ Date of Birth ______________ Age Nearest Birthday ______________ ☐ Male ☐ Female

Address ______________

After the death of a non-Owner Annuitant, the Owner will become the Annuitant.

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.

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 ______________

FLEXIBLE PREMIUM DEFERRED ANNUITY DETAILS

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

Optional Periodic Premium Amount and Frequency $ ______________ ☐ Annual ☐ Semi-Annual ☐ Quarterly

Premium Notices and Periodic Statements will be sent to the above-named Owner, unless otherwise requested.

Planned Maturity Age *(default later of age 95 or 10th Anniversary)* ______________

Tax Qualification (This annuity can not be used inside another qualified plan)
☐ IRA ☐ Direct Rollover IRA
☐ Qualified Plan Rollover (IRA) ☐ Transfer IRA
ROTH IRA not available with all products
☐ ROTH IRA
☐ Rollover ROTH IRA

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.

AVIVA

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 below. ☐ Yes, 1035 Exchange

ADDITIONAL INFORMATION

Secondary Addressee / Special Requests

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 Contract 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.

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.

New Jersey Only: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

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.

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.

Ohio and Pennsylvania: 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.

Massachusetts 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 commits a fraudulent insurance act, which may be a crime and may subject 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.

Signed at ______________________________ on ______________

(city) (state) (date)

Signature of Annuitant	Signature of Owner (if different)	Signature of Witness/Agent (licensed resident agent where required)

Aviva Agent Code	Agent License # (Required in FL)	Agent Address	Agent Name

Family SafeGuard Deferred Annuity

Certificate of Disclosure

AVIVA

Overview

Family SafeGuard Deferred Annuity (Family SafeGuard) is a Flexible Premium Deferred Annuity contract between you and Aviva Life Insurance Company. Exclusively featured in Family SafeGuard is a valuable conversion right to enable you to quickly convert at any time to Aviva's Family Solution Immediate Annuity (Family Solution), our Medicaid planning immediate annuity, without any surrender charge.

Until conversion, Family SafeGuard can be used to help accumulate savings and preserve your capital. Should the anticipated need to convert never arise, Family SafeGuard offers other valuable features, such as a competitive interest rate, an annual surrender charge-free withdrawal allowance, surrender charge-free death benefit, and an opportunity to convert your savings into lifetime income. There is no initial sales charge. Your interest earnings in Family SafeGuard accumulate tax-deferred until you make a withdrawal, surrender the contract, or start receiving annuity payments. With Family SafeGuard, you immediately earn interest on 100% of your premium payments. If applicable in your state, a deduction for premium taxes may be applied.

Medicaid Planning

Family Solution, an immediate annuity offered by Aviva, may qualify as an exempt asset with regard to Medicaid planning laws. By positioning your assets in Family SafeGuard now, you are assured of timely conversion to Family Solution when and if the need arises. Because of the waiver of surrender charge upon conversion, early withdrawal penalties associated with typical deferred annuity products will not hinder your implementation of a Medicaid asset protection plan.

While some states may allow an immediate annuity like Family Solution to be part of an individual's overall plan in connection with Medicaid benefit qualification, other states may not. The laws governing Medicaid eligibility are subject to change and different interpretations. While we only offer Family SafeGuard and Family Solution in states where we believe Family Solution is permitted to be part of an individual's overall plan, we strongly recommend you consult with a qualified attorney who is knowledgeable about the relevant laws in your state in order to determine if Aviva's Family SafeGuard to Family Solution plan is an appropriate solution for you.

Tax Treatment of Deferred Annuities

The advantage of tax-deferral means faster growth and accumulation for you. The federal income tax treatment of deferred annuities is of tremendous importance for your retirement planning. Unlike traditional financial instruments, the interest earned on your Family SafeGuard contributions is not subject to income tax until withdrawn – customarily at the time of retirement when your tax rate may be lower. It also means that you will earn interest on the money you would have otherwise paid in taxes. As a result, 100% of your earned interest works for you, not just the amount left after taxes.

Safety and Security

An annuity is a product of and is offered exclusively by the insurance industry. Family SafeGuard is issued by Aviva Life Insurance Company.

Access to Your Annuity Value

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.

Annuitization Feature

Full or partial annuitization is available at any time after the first Contract Year. This feature lets you convert Family SafeGuard into an income stream. After the third contract year, Aviva will waive the Surrender Charges provided the annuitization period is at least five years. If applicable in your state, a premium tax will be deducted from the Annuity Value before annuitization.

Withdrawals and Surrenders

The minimum withdrawal amount is $500. Withdrawals and surrenders may be subject to federal and state income tax. Except under certain circumstances, withdrawals and surrenders will be subject to IRS penalty if taken prior to age 59 1/2.

Surrender Charges

Beginning in the first contract year, you may withdraw up to 10% of the Annuity Value without application of a Surrender Charge. There is a Surrender Charge for any amount withdrawn that exceeds the permitted free withdrawal allowance. Those charges are as follows:

›Surrender Charge Schedule

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

Systematic Withdrawal

Systematic Withdrawals may be arranged in amounts as low as $100 per check. Systematic Withdrawals may be monthly, quarterly, semi-annually or annually. You may request that Systematic Withdrawals be sent to you in the form of a check or deposited directly into your bank account.

Additional Information

Death Benefit

The death benefit is equal to the Annuity Value. The Surrender Charge is not applied on death.

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 the above-referenced 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 required by law. See our Company Privacy Notice for more complete information.

Interest Rates

Guaranteed Minimum Interest Rate

Please read the interest rate information below and initial the applicable guaranteed minimum interest rate based on where your contract is issued.

☐ The guaranteed minimum interest rate will be the lesser of (a) 3.0% or (b) the average of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the three months preceding the month before the issue month rounded to the nearest 0.05%, less 1.25%, but never less than 1.0%.

or

☐ The guaranteed minimum interest rate applied to this product will be 1.5%.

Once determined on the date your contract is issued, the minimum interest rate shall apply for the life of the contract and will be indicated in your contract.

Current Interest Rate

Interest on First Contract Year Payments

Each premium payment received during the first contract year will receive a competitive interest rate and is guaranteed for 12 months from the date premium is received. The interest rate credited on new premium payments during the first 12 months may change monthly, but will never be less than your minimum guaranteed rate.

The interest rate credited to the initial premium during the first 12 months is: __________%

Renewal Interest Rate

After the first contract year, all additional premium payments and first-year premium payments that have been with Aviva for more than 12 months will receive the then current portfolio interest rate. This rate is currently declared monthly. The portfolio interest rate is based on the average earnings of the assets within the Aviva general account that backs this product.

Your Annuity Value before Surrender Charges and loans, if applicable, will never be less than the total premium less prior withdrawals accumulated at your contract's guaranteed interest rate.

Applicant's Statement

I, the undersigned applicant, acknowledge that I have read and understand the description of the Family SafeGuard Deferred Annuity contract as it appears above. I understand that the Family SafeGuard Deferred Annuity is not an investment; the interest rate credited to this annuity is determined by the Company.

I understand that any non-guaranteed elements, including the current interest rate shown, are subject to change and could be either higher or lower in future periods. The premium(s) which will be deposited into the contract are detailed on the annuity application.

This contract has limitations. For costs and complete details of the coverage, call or write your insurance agent or Aviva.

____
Applicant's Name (print)

____
Applicant's Signature

____
Date Signed

____
Agent's Signature

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 and life insurance. These laws are subject to change in the future. Please consult your personal advisor for any needed legal, tax or accounting advice.Contract Form # LP35155 / LP35156 / LC35160

Important Notice: This product is not a deposit; is not FDIC-insured; is not insured by any federal government agency; is not guaranteed by any bank; and may go down in value.

Aviva Life Insurance Company
108 Myrtle Street
North Quincy, Massachusetts 02171
www.avivausa.com

Agent's Report

This Report must be returned to Aviva with each Family SafeGuard Deferred Annuity application

AVIVA

Name of Owner (print)	$ Premium Paid with Application	Name of Annuitant (if different from Owner)
Owner's Social Security Number	Date of Application	State of Application

Replacement Information (required) **Yes No**

A. Does the Applicant / Owner 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 am knowledgeable about Medicaid eligibility requirements and the use of annuities in determining Medicaid eligibility in the state of application. The Family SafeGuard annuity was presented to the Applicant / Owner to address an anticipated Medicaid eligibility need. At time of sale, it is anticipated that this Applicant / Owner will exercise the conversion provision and apply for Medicaid assistance.
- I saw each Applicant / Owner and legal identification for each at the place and time indicated on the application.
- 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 truthful answers.
- 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	Percentage	Date
Printed Agent of Record's Name	Phone Number	Aviva Agent Number
Agent of Record's E-mail Address	Fax 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

AVIVA

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 the single premium of the plan applied for; and (b) 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 ______________________________

Witness ____

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.

Gerard J. Guimond

Gerard J. Guimond, Secretary
Aviva Life Insurance Company

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. It 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.

IMPORTANT NOTICE:

REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

AVIVA

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).

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

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