

SERFF Tracking Number: GARD-125806648 State: Arkansas
 Filing Company: The Guardian Insurance & Annuity Company Inc. State Tracking Number: 40798
 Company Tracking Number: 09-IVA
 TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable Sub-TOI: A02.11.002 Flexible Premium
 Product Name: IVA-2009 Series
 Project Name/Number: IVA-2009 series/09-IVA

Filing at a Glance

Company: The Guardian Insurance & Annuity Company Inc.

Product Name: IVA-2009 Series SERFF Tr Num: GARD-125806648 State: ArkansasLH

TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed State Tr Num: 40798

Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: 09-IVA

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Carol Nardella, Connie Gelfat, Carline Hamilton

Disposition Date: 11/12/2008

Date Submitted: 11/06/2008

Disposition Status: Approved

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: IVA-2009 series

Status of Filing in Domicile: Pending

Project Number: 09-IVA

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/12/2008

State Status Changed: 11/12/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The Guardian Insurance & Annuity Company, Inc. (GIAC)

NAIC Number: 429-78778

FEIN: 13-2656036

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We are enclosing a actuarial memorandum for the new contract, death benefit riders and the fixed rate option.

Any applicable certifications, transmittals and filing fees are enclosed as required. Note, however, that we have not enclosed any material regarding readability for the enclosed forms since these forms will be used as a security subject to federal regulation.

I hope this information is satisfactory and that we may receive your Department's approval of these forms at your earliest convenience. If you have any questions, please feel free to contact me at (212) 598-7436, or toll-free at 877-600-1460, or by e-mailing me at peter_j_diggins@glic.com.

Sincerely,

Pete Diggins
Manager, Compliance
(212) 598-7436 (telephone)
(212) 919-2592 (fax)
(877) 600-1460 (toll-free)
Peter_J_Diggins@glic.com

Company and Contact

Filing Contact Information

Peter Diggins, Project Manager pdiggins@glic.com
7 Hanover Square (212) 598-7436 [Phone]
New York, NY 10004 (212) 919-2592[FAX]

Filing Company Information

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The Guardian Insurance & Annuity Company CoCode: 78778 State of Domicile: Delaware
Inc.
7 Hanover Square Group Code: 429 Company Type:
New York, NY 10004 Group Name: State ID Number:
(212) 598-8000 ext. [Phone] FEIN Number: 13-2656036

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Filing Fees

Fee Required? Yes
Fee Amount: \$500.00
Retaliatory? Yes
Fee Explanation: 10 forms x \$50 (retaliatory fee) = \$500
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Insurance & Annuity Company Inc.	\$500.00	11/06/2008	23759880

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/12/2008	11/12/2008

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Disposition

Disposition Date: 11/12/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Appendix A & Appendix B		Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract		Yes
Form	Highest Anniversary Value Death Benefit Rider		Yes
Form	Fixed Rate Option Endorsement		Yes
Form	Earnings Benefit Rider		Yes
Form	Dollar Cost Averaging Plus Endorsement		Yes
Form	Fixed or Variable Payments to Age 100 Endorsement		Yes
Form	Payments for a Period Certain Endorsement		Yes
Form	Payments for a 10 Year Period Certain Endorsement		Yes
Form	Variable Annuity Application		Yes
Form	Variable Annuity Application		Yes

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Form Schedule

Lead Form Number: 09-IVA

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	09-IVA	Policy/Cont Individual Flexible ract/Fratern Premium Deferred al Variable Annuity Certificate Contract	Revised	Replaced Form #: please see appendix A Previous Filing #:	0	09-IVA.pdf
	09-HAVDB	Policy/Cont Highest Anniversary ract/Fratern Value Death Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 04-R286 Previous Filing #:	0	09- HAVDB.pdf
	09-FRO	Policy/Cont Fixed Rate Option ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 04-FRO Previous Filing #:	0	09-FRO.pdf
	09-EBR	Policy/Cont Earnings Benefit ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme	Revised	Replaced Form #: 01-R259 Previous Filing #:	0	09-EBR.pdf

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09-DCA Plus	Policy/Cont Dollar Cost ract/Fratern Averaging Plus al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 0 03-R277 Previous Filing #:	0	09-DCA Plus.pdf
09-P100	Policy/Cont Fixed or Variable ract/Fratern Payments to Age 100 al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	09-P100.pdf
09-PCERT	Policy/Cont Payments for a ract/Fratern Period Certain al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 0 05-R287 Previous Filing #:	0	09-PCERT.pdf
09-TENPC	Policy/Cont Payments for a 10 ract/Fratern Year Period Certain al Endorsement Certificate: Amendmen t, Insert Page, Endorseme	Revised	Replaced Form #: 0 05-R299 Previous Filing #:	0	09-TENPC.pdf

ANNUITANT
CONTRACT NUMBER

[JOHN DOE]
[00000000]

[35-MALE]
[JAN 01, 2009]

AGE AND SEX
ISSUE DATE



The Guardian Insurance &
Annuity Company, Inc.

Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210

A Stock Company
Incorporated in the
State of Delaware

Read this contract carefully. This contract is a legal contract between the Owner and The Guardian Insurance & Annuity Company, Inc. (GIAC).

GIAC will pay the benefits provided by this contract in accordance with its provisions. The entire contract consists of the Basic Contract and any attached endorsements and additional benefit riders. This contract is issued by GIAC at its Customer Service Office on the Issue Date. GIAC's home office is 1209 Orange Street, Wilmington, Delaware 19801. **However, GIAC receives all communications at its Customer Service Office.**

	
Secretary	President

Checked by

Under this contract, flexible premium payments may be made in accordance with the Premiums section of this contract. On the Annuity Commencement Date, GIAC will begin to make annuity payments. Benefits depend, among other things, on the number and value of Accumulation Units and the annuity payout option elected. Death benefit proceeds are payable before the Annuity Commencement Date.

ALL VALUES PROVIDED BY THIS CONTRACT WHICH ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE, MAY INCREASE OR DECREASE DAILY, AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. SEE THE ACCUMULATION VALUE AND PAYMENT OF CONTRACT PROCEEDS SECTIONS FOR A DESCRIPTION OF THE VARIABLE VALUES AND PAYMENTS PROVIDED UNDER THIS CONTRACT.

FREE LOOK PERIOD:

The Owner has the right to examine this contract and return it for cancellation to our Customer Service Office or to the agent from whom it was purchased within [10] days after receiving it. The contract and a cancellation notice must be delivered or mailed to cancel this contract. Any notice given by mail is effective upon being postmarked, properly addressed, and postage prepaid. If this contract is returned during this period, we will pay to the Owner the sum of (i) the difference between premium(s) paid and the amounts allocated to the Allocation Options and (ii) the Accumulation Value on the date we receive the returned contract and cancellation notice at our Customer Service Office. The contract will be void from the beginning.

Individual Flexible Premium Deferred Variable Annuity Contract

- Premiums payable before the Annuity Commencement Date, in accordance with contract provisions
- Annuity payments begin on the Annuity Commencement Date
- Benefits based on the investment experience of a Separate Account are variable and are not guaranteed
- Non-participating - No dividends payable

WE & YOU

In this contract, the words “we”, “our” or “us” refer to GIAC, and the words “you” or “your” refer to the Owner of this contract.

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Any endorsements or additional benefit riders that are attached to the contract follow.

CONTRACT DATA

OWNER [JOINT OWNER]	[JOHN DOE] [JANE DOE]	AGE -SEX [35 – MALE] [35 – FEMALE]
ANNUITANT [CONTINGENT ANNUITANT]	[JOHN DOE] [JOE DOE]	[35-MALE] [10- MALE]
CONTRACT NUMBER	[00000000]	
ISSUE DATE	[JULY 1, 2009]	
ANNUITY COMMENCEMENT DATE	[JULY 1, 2058]	
PRIMARY BENEFICIARY [CONTINGENT BENEFICIARY]	[MARY DOE] [TOM DOE]	
CONTRACT TYPE	[NON-QUALIFIED]	
CONTRACT NAME	[THE GUARDIAN B SHARE VARIABLE ANNUITY]	

PREMIUMS

INITIAL PREMIUM	[\$25,000.00]
MAXIMUM ANNUAL PREMIUM	
FIRST CONTRACT YEAR	[\$3,000,000]
CONTRACT YEARS 2+	[\$1,000,000]

MINIMUM SUBSEQUENT PREMIUM: [\$100] unless this contract is purchased by or in connection with an employer-sponsored plan or through employee payroll deductions. In such cases, there is no minimum additional premium payment amount.

INITIAL NET PREMIUM ALLOCATION INFORMATION

The initial Net Premium is the initial premium, less any applicable annuity taxes. The initial Net Premium is allocated as follows:

[AIM CORE EQUITY II]	[50%]	[RS S&P 500 Index Equity VIP Series]	[50%]
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MAXIMUM NUMBER OF ALLOCATION OPTIONS PERMITTED: [20]

CONTRACT DATA

ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS

- **[EARNINGS BENEFIT RIDER]**
Earnings Benefit Percentage: [40%]
Spousal Earnings Benefit Percentage: [40%] if on the effective date of Spousal Continuation, the surviving spouse's age is [69] or younger or [25%] if the surviving spouse is age 70-75.]
- **[HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER]**
On each Contract Anniversary up to and including the Contract Anniversary following the older Owner's [80th] birthday, or in the event of a Non-Natural Owner, the Annuitant's [80th] birthday, we will increase the HAVDB to equal the Accumulation Value on that Contract Anniversary if the Accumulation Value exceeds the HAVDB then in effect.]
- **[GUARANTEED LIFETIME WITHDRAWAL BENEFIT (GLWB) RIDER]**
- **[DOLLAR COST AVERAGING PLUS ENDORSEMENT -** The minimum guaranteed effective annual interest rate is [3.0%]. There is no charge for this endorsement.]
- **[FIXED-RATE OPTION ENDORSEMENT–** The minimum guaranteed effective annual interest rate is [3.0%]. There is no charge for this Option.]
- **[ANNUITY PAYOUT OPTION - PAYMENTS FOR A PERIOD CERTAIN –** The annual interest rate used in the calculation of the annuity rates shown in the Table of Guaranteed Annuity Rates is [1.5%.]
- **[ANNUITY PAYOUT OPTION – PAYMENTS FOR A 10 YEAR PERIOD CERTAIN –** The guaranteed annuity rate for this option is [8.963519]. The annual interest rate used in the calculation of this rate is [1.5%]. There is no charge to elect this option.]
- **[ANNUITY PAYOUT OPTION – FIXED OR VARIABLE PAYMENTS TO AGE 100 –** The annual interest rate used in the calculation of the fixed annuity rates shown in the Table of Guaranteed Annuity Rates is [1.5%.]

See the applicable endorsement/rider form and Charges and Expenses section below for additional information regarding these endorsements/riders.

The interest rate used to compute the guaranteed fixed annuity rates shown in the Payment of Contract Proceeds section of this contract is [2.0%]. The mortality table used to compute the guaranteed annuity rates shown for Options F-1, V-1, F-2, V-2, F-3 and V-3 in the Payment of Contract Proceeds section of this contract is the [Annuity 2000 Mortality Table projected with Scale G Factors for 50 years and a five year age set-back.]

CHARGES AND EXPENSES

DAILY CONTRACT CHARGE: [.000035849] of the value of the assets allocated to each Variable Investment Option will be deducted daily for administrative expenses and mortality and expense risks assumed by GIAC. This results in a [.20%] annual charge for administrative expenses and a [1.10%] annual charge for mortality and expense risks assumed by GIAC.

CONTRACT FEE: [\$35]

CONTRACT FEE THRESHOLD: [\$100,000]

[EARNINGS BENEFIT RIDER CHARGE: [0.000006858] of the value of the assets allocated to each Variable Investment Option will be deducted daily. This results in a [.25%] charge annually.]

[HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER CHARGE: [0.000006858] of the value of the assets allocated to each Variable Investment Option will be deducted daily. This results in a [.25%] charge annually.]

[GUARANTEED LIFETIME WITHDRAWAL BENEFIT (GLWB) RIDER CHARGE: See the Specifications section of the GLWB rider for information on rider charges.]

[ANNUITY PAYOUT OPTION – PAYMENTS FOR A PERIOD CERTAIN ENDORSEMENT WITHDRAWAL CHARGE: Lesser of \$25 or 2% of the amount of any withdrawal made after the first withdrawal in each calendar quarter.]

[ANNUITY PAYOUT OPTION – FIXED OR VARIABLE PAYMENTS TO AGE 100 ENDORSEMENT WITHDRAWAL CHARGE: Lesser of \$25 or 2% of the amount of any withdrawal made after the first withdrawal in each calendar quarter.]

MAXIMUM TRANSFER CHARGE: [\$25] per transfer

In certain situations we may also assess annuity taxes in jurisdictions in which an annuity tax is payable.

CONTINGENT DEFERRED SALES CHARGE SCHEDULE

A surrender or withdrawal may be subject to a Contingent Deferred Sales Charge. The charge is equal to the amount of each Chargeable Premium involved in the transaction during the [7] years following our receipt of that Chargeable Premium multiplied by the applicable percentage in the table below. We will not assess a Contingent Deferred Sales Charge on amounts withdrawn from earnings or pursuant to the Free Withdrawal Amount described in the Surrenders and Withdrawals section of this contract.

FULL NUMBER OF YEAR(S) COMPLETED SINCE PREMIUM PAYMENT	PERCENTAGE
[0	8%
1	8%
2	7%
3	6%
4	5%
5	4%
6	3%
7+	0]

To obtain information about your coverage you may call your agent or contact our Customer Service Office at [1-800-221-3253] or by mail sent to one of the following addresses:

[For regular mail:

The Guardian Insurance & Annuity Company, Inc.
Customer Service Office
P.O. Box 26210
Lehigh Valley, PA 18002-6210

For overnight delivery:

The Guardian Insurance & Annuity Company, Inc.
Customer Service Office
3900 Burgess Place
Bethlehem, PA 18017]

1. DEFINITIONS

Certain important terms used in this contract are defined below. Additional terms, not explained here, are defined in other parts of this contract.

Accumulation Unit: A unit of measure used to determine the value of the Owner's interest in each Variable Investment Option under this contract before the Annuity Commencement Date.

Accumulation Value: The value attributable to this contract. The Accumulation Value is the sum of the values attributable to the Variable Investment Options.

Allocation Options: The options under which Net Premiums may be allocated. The Allocation Options consist of the Variable Investment Options.

Annuitant: The person named on the Contract Data page or named as the Annuitant in any later change shown in our records, on whose life the annuity payments are based. You may change the Annuitant at any time prior to the Annuity Commencement Date subject to our restrictions or limitations in effect at the time the request is made. The Annuitant may not be changed on or after the Annuity Commencement Date. If the Owner and Annuitant are not the same person and the Annuitant dies prior to the Annuity Commencement Date and there is no surviving Contingent Annuitant shown in our records, the younger Owner then becomes the Annuitant.

Annuity Commencement Date: The date on which annuity payments under this contract begin. The Annuity Commencement Date is shown on the Contract Data page.

Annuity Unit: A unit of measure used to determine the amount of any variable annuity payment after the first payment.

Basic Contract: This contract excluding any additional benefit riders or endorsements.

Beneficiary: In the absence of any surviving Owner, the person(s) designated to receive any benefits under a contract upon the death of an Owner. (See Primary Beneficiary and Contingent Beneficiary definitions). A Beneficiary may make elections on how distributions will be made from this contract unless you indicate otherwise in a signed written notice received at our Customer Service Office in Good Order.

Chargeable Premium: Each Net Premium that is subject to a Contingent Deferred Sales Charge less the amount of any withdrawal attributable to that premium on which we assessed a Contingent Deferred Sales Charge.

Contingent Annuitant: A Contingent Annuitant is the person named by the Owner to become the Annuitant if the Annuitant dies before the Annuity Commencement Date and is shown on the Contract Data page. The Owner's right to name a Contingent Annuitant may be restricted under the provisions of a retirement or deferred compensation plan for which this contract is issued. A Contingent Annuitant may be named only if permitted by the laws of the jurisdiction in which this contract is issued and is not permitted if there is a Non-Natural Owner.

Contingent Beneficiary: The person(s) designated to receive any benefits under a contract upon an Owner's death should there be no surviving Owner and all Primary Beneficiaries predecease such Owner. In the event that a Contingent Beneficiary predeceases the Owner, unless otherwise elected by the Owner in a written notice received at our Customer Service Office in Good Order, any benefits due to the Contingent Beneficiaries will be distributed pro rata among the surviving Contingent Beneficiaries. If there are no surviving Contingent Beneficiaries, the benefits will be paid to the estate of the deceased Owner. (See Beneficiary and Primary Beneficiary definitions.)

Contract Anniversary: The annual anniversary measured from the Issue Date of this contract. If the annual anniversary of the Issue Date occurs on a date that is not a Valuation Date, the Contract Anniversary is the next Valuation Date.

Due Proof of Death in Good Order: A certified death certificate, all necessary claim paperwork and such other information we may require to process the death benefit.

Free Withdrawal Amount: An amount equal to 10% of the Chargeable Premiums. This amount may be withdrawn each contract year without incurring a Contingent Deferred Sales Charge.

Good Order: Notice from any party authorized to initiate a contract transaction under this contract, received at the Customer Service Office in a format satisfactory to us, that includes all information required by us to process a transaction under this contract. In addition, on any Valuation Date, we must receive premium payments and transaction requests at our Customer Service Office before the close of the New York Stock Exchange or its successor, generally 4:00 p.m., New York City time, in order to be processed on that Valuation Date and receive that day's Accumulation Unit values determined at the end of that Valuation Date. If we receive any premium payments or transaction requests at our Customer Service Office on a non-Valuation Date or at or after the close of the New York Stock Exchange, or its successor, they will receive the Accumulation Unit values determined at the end of the next Valuation Date.

Internal Revenue Code ("Code"): The Internal Revenue Code of 1986 as amended, and the rules and regulations thereunder, and successor provisions thereto.

Issue Date: The date this contract is issued at our Customer Service Office. The Issue Date is shown on the Contract Data page. Contract Anniversaries and years are measured from the Issue Date.

Net Premium: A premium paid by the Owner to us in accordance with the provisions of this contract, less annuity taxes, if any.

Non-Natural Owner: An Owner that is a corporation, trust or other entity that is not a natural person as defined under the Internal Revenue Code.

Non-Qualified Contract: A contract other than a Qualified Contract.

Owner ("Contract Owner," "you," "your," "yours"): The person(s) designated in the Contract Data page who has the privilege of ownership of this contract. The contract may be owned by natural persons, or by corporations, trusts, or custodial accounts that hold the contract as agent for and for the sole benefit of a natural person(s). When two people are named as joint Owners, the term "Owner" means the joint Owners or the survivor. Joint Owners are not permitted if there is a Non-Natural Owner.

Primary Beneficiary: The person(s) designated to receive benefits under a contract upon an Owner's death. In the case of joint Owners, the surviving Owner is automatically the Primary Beneficiary and cannot be changed. In the event that a Primary Beneficiary predeceases you, unless otherwise elected by you in a written notice received at our Customer Service Office in Good Order, any benefits due the Primary Beneficiaries will be distributed pro rata among the surviving Primary Beneficiaries. In the event that all Primary Beneficiaries predecease you, proceeds will be paid to the surviving Contingent Beneficiaries. (See Beneficiary and Contingent Beneficiary definitions).

Qualified Contract: A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

Surrender Value: The Accumulation Value less any applicable Contingent Deferred Sales Charge, Contract Fee and annuity taxes.

Valuation Date: Each day on which the New York Stock Exchange or its successor is open for trading. Valuations of premium payments or transaction requests received on any date other than a Valuation Date will be determined as of the end of the next Valuation Date.

Valuation Period: The period between two successive Valuation Dates, beginning after the close of the New York Stock Exchange, or its successor, generally 4:00 P.M, New York City time, on each Valuation Date and ending at the close of the New York Stock Exchange, or its successor on the next succeeding Valuation Date.

Variable Investment Options: The investment divisions of The Guardian Separate Account R that are available under this contract.

2. OWNER AND BENEFICIARY

Owner

The Owner is the person to whom this contract is issued, or named as an Owner in any later change shown in our records. The Owner alone has the right to receive all benefits and exercise all rights this contract grants or we allow. If this contract is issued as an individual retirement annuity, the Owner must be the Annuitant. If this contract is issued in conjunction with an individual retirement account (IRA), the Owner must be the IRA trustee or the custodian and the Annuitant must be the individual for whose benefit the IRA is maintained. If this contract is issued in conjunction with a retirement plan qualified under Section 401(a) of the Internal Revenue Code, the Owner must be the plan trustee or custodian and the Annuitant must be the participant for whose benefit the contract is purchased.

Joint Owners

If this contract is issued to more than one person or more than one person is named as Owner in any later change, as shown in our records, we consider them to be joint Owners.

Each joint Owner will possess an undivided interest in the contract. Each joint Owner named in our records must sign any written request for a contract transaction. Unless otherwise provided, if a joint Owner dies, ownership passes to the surviving joint Owner. If there are joint Owners, all references to "Owner", "you" or "your", are deemed to include all joint Owners, unless otherwise specified.

Non-transferability of Ownership

Notwithstanding any other provision of this contract, if this contract is issued as a Qualified Contract in conjunction with a retirement plan qualified under the Internal Revenue Code unless we determine that the transaction conforms with the requirements of the applicable section of the Internal Revenue Code, the Owner may not:

- change the ownership;
- change the Annuitant;
- sell or assign this contract;
- pledge this contract as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than GIAC, unless the Owner is:
 - the trustee of any employee trust qualified under the Internal Revenue Code;
 - the custodian of a custodial account treated as such; or
 - the employer under a qualified non-trusteed pension plan.

Beneficiary

The Beneficiary is named by you and is shown on the Contract Data page, or subsequently named in any later change shown in our records. Upon the death of any Owner or, in the event of a Non-Natural Owner, the Annuitant prior to the Annuity Commencement Date, the Beneficiary, in the absence of any surviving Owner, will receive a death benefit payable under this contract. See the Death Benefit section for more information. In the case of a Non-Natural Owner, we may require that the Non-Natural Owner also be named the Primary Beneficiary.

If the Annuitant dies on or after the Annuity Commencement Date, any remaining benefit payable after an Annuitant's death may also be paid, in the absence of any surviving Owner, to the Beneficiary. See the Payment of Contract Proceeds section for more information.

Change of Owner or Beneficiary

Before the Annuity Commencement Date, the Owner may, subject to our approval, change the ownership of this contract by a written request in Good Order. Such change may be subject to state and federal gift taxes, federal income taxes and penalty taxes. If there are joint Owners, both Owners must agree in writing to any change of ownership. Any new Owner must meet our issue requirements in effect on the Valuation Date we receive your written request in Good Order at our Customer Service Office. We reserve the right to restrict ownership changes to once per calendar year. A change of Owner may impact the death benefit provided under this contract. Please see the Death Benefit section for more information.

Subject to any existing assignment, the Owner may change the Beneficiary at any time. The change will take effect as of the date the request is signed, whether or not the Owner or Annuitant is living when we receive the request in Good Order at our Customer Service Office. However, the change will not apply to any payments made or actions taken by us before the request is received.

Assignment

We will not be bound by an assignment unless it is received at our Customer Service Office in Good Order and is accepted by us. An assignment must be signed and dated by both the assignor and the assignee and, as applicable, by the Beneficiary. The rights of any Owner or Beneficiary and the entire contract, as defined in The Contract provision set forth in the General Provisions section, will be subject to the assignment. We will rely solely on the assignee's statement as to the amount of the assignee's interest. We will not be responsible for any tax consequences arising from or the validity of any assignment, or for any actions taken in reliance on the validity of the assignment.

Unless otherwise provided, the assignee may exercise all rights granted by this contract except:

- the right to change the Owner or Beneficiary; and
- the right to elect an annuity payout option.

Assignments are subject to all payments made or actions taken by us on or before the Valuation Date we accept the assignment at our Customer Service Office.

Death of an Owner

Upon the death of any Owner, ownership of this contract prior to the full distribution of the death benefit proceeds will pass as follows:

- any surviving Owner or joint Owner; if none then
- any surviving Primary Beneficiary; if none then
- any surviving Contingent Beneficiary; if none then
- your estate.

Upon the death of the Annuitant if the Owner is a Non-Natural Owner, the Non-Natural Owner will retain ownership of this contract prior to the full distribution of the death benefit proceeds.

Death of Beneficiary

In the event that all Primary Beneficiaries predecease you, we will pay the death benefit proceeds to the surviving Contingent Beneficiaries. In the event that a Contingent Beneficiary predeceases you, unless otherwise elected by you in a written notice received at our Customer Service Office in Good Order, any benefits due to the Contingent Beneficiaries will be distributed pro rata among the surviving Contingent Beneficiaries. You may instead elect to name Contingent Beneficiaries in a numbered sequence. If so, all benefits are paid to the surviving Contingent Beneficiaries in the lowest numbered class. For example, if you name a first Contingent Beneficiary, a second Contingent Beneficiary and a third Contingent Beneficiary, we will pay the benefits to the first Contingent Beneficiary if he or she is alive on the date we receive Due Proof of Death in Good Order. If the first Contingent Beneficiary is not alive on that date, we will pay the benefits to the second Contingent Beneficiary, if alive on that date, and to the third Contingent Beneficiary only if neither the first or second Contingent Beneficiaries is alive on the date we receive Due Proof of Death in Good Order. If there are no surviving Contingent Beneficiaries, we will pay the benefits to your estate.

3. ANNUITY BENEFIT

Annuity Benefit

We will make annuity payments to you starting on the Annuity Commencement Date shown on the Contract Data page if the Annuitant is then living and this contract is in force on that date.

The Annuity Commencement Date cannot be later than the Contract Anniversary following the Annuitant's 95th birthday. On the Annuity Commencement Date, the amount of the first annuity payment will be calculated by applying the Accumulation Value of the contract, less annuity taxes, if any, under the applicable annuity payout option. The payment amounts will vary according to the Annuitant's age and sex, if issued as a Non-Qualified Contract, unless otherwise required by applicable law. See the Payment of Contract Proceeds section for an explanation of how annuity payments are determined.

Change of Annuity Commencement Date or Annuity Payout Option

If we consent, you may change the Annuity Commencement Date to a date not later than the Contract Anniversary following the Annuitant's 95th birthday. You may also change any elected annuity payout option before the Annuity Commencement Date. In order to effect either of these changes, we must receive your request in Good Order at our Customer Service Office at least 60 days before the Annuity Commencement Date.

Change of Annuitant

Where allowed by law, you may change the Annuitant or name or change a Contingent Annuitant at any time prior to the Annuity Commencement Date, subject to our approval. Any new Annuitant must meet our issue requirements in effect on the Valuation Date we receive your written request in Good Order at our Customer Service Office. We reserve the right to restrict Annuitant changes to once per calendar year.

If there is a change in Annuitant, the Annuity Commencement Date will be set to the earlier of the current Annuity Commencement Date or the Contract Anniversary following the new Annuitant's 95th birthday unless an earlier date is otherwise elected by the Owner.

4. DEATH BENEFITS

Notwithstanding any provision of this contract to the contrary, no payment of benefits provided under the contract will be allowed that does not satisfy the requirements of section 72(s) of the Code, as amended from time to time, for Non-Qualified Contracts and section 401(a)(9), as amended for Qualified Contracts.

A. Death of an Owner Before the Annuity Commencement Date

A death benefit is payable upon receipt at our Customer Service Office of Due Proof of Death in Good Order of any Owner prior to the Annuity Commencement Date. If the Owner is a Non-Natural Owner, the death of the Annuitant will be treated as the death of an Owner for purposes of determining whether a death benefit is payable. For Non-Qualified Contracts where there is a Non-Natural Owner, a change of Annuitant will also be treated as the death of the Owner for the purposes of determining whether a death benefit is payable.

The death benefit is payable to:

- any surviving Owner or joint Owner; if none then
- any surviving Primary Beneficiary; if none then
- any surviving Contingent Beneficiary; if none then
- your estate.

Unless otherwise provided, in order to receive the death benefit, the party named above must be living on the earlier of:

- the date we receive Due Proof of Death in Good Order at our Customer Service Office; or
- the 15th day after the date of death.

Multiple Beneficiaries

When there is more than one Beneficiary, we will calculate and pay the death benefit for a Beneficiary's portion of the proceeds when we receive Due Proof of Death in Good Order at our Customer Service Office and settlement instructions from that Beneficiary. The amount payable for those Beneficiaries on whom we do not have settlement instructions will fluctuate with the performance of the Allocation Options until we receive instructions from those Beneficiaries. This means each Beneficiary may receive a different death benefit amount, even where all Beneficiaries have been designated as to share equally in the proceeds.

Calculation of Death Benefit

If we receive Due Proof of Death in Good Order at our Customer Service Center before the end of a Valuation Date, we will calculate the death benefit based on Accumulation Unit values determined at the end of that Valuation Date. If we receive Due Proof of Death in Good Order at our Customer Service Center at or after the end of a Valuation Date or on a non-Valuation Date, we will calculate the death benefit based on Accumulation Unit values determined at the end of the next Valuation Date. We will pay the death benefit to the appropriate Beneficiaries (or surviving joint Owner(s), if applicable) after we receive Due Proof of Death in Good Order, and we will then have no further obligations under the contract.

Amount of Death Benefit

The amount of the death benefit payable will be the greater of (a) or (b), where:

- (a) is the Accumulation Value as of the end of the Valuation Date on which we receive Due Proof of Death in Good Order, less annuity taxes, if any; and
- (b) is the total amount of premiums paid, less an adjusted amount for each withdrawal and any Contingent Deferred Sales Charges paid thereon, and annuity taxes, if any. The adjusted amount for each withdrawal is the greater of the dollar amount of the withdrawal or the amount determined by:
 - (i) dividing the amount of each withdrawal, including any applicable Contingent Deferred Sales Charges and annuity taxes, by the Accumulation Value immediately before that withdrawal; and
 - (ii) multiplying the result of (i) by the death benefit immediately prior to the withdrawal.

On the effective date of a change in Owner or an Annuitant on whom a death benefit would be payable as provided in this contract, the death benefit will be reset to the Accumulation Value as of the end of the Valuation Date on which the change in Owner or Annuitant becomes effective, less annuity taxes, if any. Thereafter, the amount of the death benefit payable will be the greater of (a) or (b) where:

- (a) is the Accumulation Value as of the end of the Valuation Date on which we receive Due Proof of Death in Good Order, less annuity taxes, if any; and
- (b) is the Accumulation Value as of the end of the Valuation Date on which the change in Owner or Annuitant became effective, less annuity taxes, if any,
 - i. increased by the total amount of premiums paid following the Valuation Date on which the change in Owner or Annuitant became effective, less
 - ii. an adjusted amount for each withdrawal made following the Valuation Date on which the change in Owner or Annuitant became effective, any Contingent Deferred Sales Charges paid thereon, and annuity taxes, if any. The adjusted amount is determined as set forth above.

Upon the exercise of the Spousal Continuation provision of this contract, the death benefit payable upon the death of the spouse who has continued the contract will be the Accumulation Value as of the end of the Valuation Date we received Due Proof of Death in Good Order at our Customer Service Office.

Distribution of Death Benefit Proceeds

In general, the death benefit is paid in a lump sum. A Beneficiary (or surviving joint Owner, if applicable) that is entitled to a death benefit may defer payment of this sum for up to five years from the date of death.

Instead of a lump sum payment, the Beneficiary or a surviving joint Owner, as the case may be, may elect to have the death benefit distributed over his or her life, or to one of the annuity payout options described in this contract that contains a life contingency where an applicable guaranteed period does not extend beyond life expectancy. However, this election must be made and distributions must commence within one year of the date of death. If this election is not made within the one year time period, the lump sum option will be deemed elected and the death benefit will be fully distributed within five years of the date of death. We will consider that deemed election as our receipt of settlement instructions regarding payment of the death benefit proceeds.

In addition, if your spouse is the only Primary Beneficiary (or the sole surviving joint Owner) when you die, your surviving spouse may be able to elect (or may be deemed to have elected) to continue the contract. See the Spousal Continuation section below for more information.

If a Beneficiary that is entitled to a death benefit is not a natural person, the Beneficiary must elect that the entire death benefit be distributed within five years of the date of your death.

On the Valuation Date that we receive Due Proof of Death in Good Order that includes a request for deferral of the payment of the death benefit proceeds or election of an annuity payout option, as described above, and the death benefit proceeds exceed the Accumulation Value as of the end of that date, we will credit this difference to the Allocation Options in accordance with the allocation instructions in effect at that time.

You may designate that a Beneficiary is to receive the death benefit proceeds either through an annuity payout option under this contract or over a period that does not exceed the life expectancy of that Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked in your written notice received at our Customer Service Office in Good Order. Upon your death, the Beneficiary cannot revoke or modify any designation you made on how the death benefit proceeds are to be paid.

A Beneficiary (or surviving joint Owner, if applicable) that is entitled to a death benefit has the right to elect another beneficiary to receive the death benefit proceeds in the event of his or her death prior to the full distribution of the proceeds.

B. Death of an Owner on or after the Annuity Commencement Date

If any Owner dies on or after the Annuity Commencement Date, and before the entire interest in the contract has been distributed, any remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used as of the date of death.

5. SPOUSAL CONTINUATION

Spousal continuation means that the surviving spouse of a deceased Owner qualifies to continue the contract and to become the Owner, and elects (or is deemed to have elected, as described below) to do so.

We must receive written notice in Good Order of the election of spousal continuation by the end of the 90th day after we receive Due Proof of Death in Good Order at our Customer Service Office. If the surviving spouse qualifies for spousal continuation, as described below, and has not elected a method of payment of the death benefit by the end of the 90 day period, spousal continuation will be deemed to have been elected on the 90th day.

This contract may be continued under spousal continuation only if an Owner dies before the Annuity Commencement Date, the deceased Owner's spouse is the sole joint Owner or is the sole surviving Primary Beneficiary on the date of such Owner's death and the surviving spouse meets our issue requirements in effect on the Valuation Date we receive your written request in Good Order at our Customer Service Office. The surviving spouse will become the new Owner.

If this contract is continued under spousal continuation and the amount of the death benefit proceeds that would have been paid, as described in the Death Benefit section of this contract, exceed the Accumulation Value of the contract on the applicable Valuation Date, then we will credit this difference to the Allocation Options in accordance with the allocation instructions in effect at that time. If the deceased Owner had been the Annuitant, the surviving spouse will become the Annuitant. If the deceased Owner had been the Contingent Annuitant, the surviving spouse will become the Contingent Annuitant. If this contract is continued under spousal continuation, the death benefit payable on the continued contract will be the Accumulation Value as of the end of the Valuation Date we received Due Proof of Death in Good Order of the surviving spouse at our Customer Service Office.

If the Annuitant is changed under spousal continuation in accordance with the terms of this contract, the Annuity Commencement Date will then be the Contract Anniversary following the new Annuitant's 95th birthday, unless an earlier date is otherwise elected by the Owner. If the contract is surrendered or a withdrawal is made after spousal continuation, all Net Premiums made prior to spousal continuation will not be subject to a Contingent Deferred Sales Charge. All provisions of this contract with respect to Contingent Deferred Sales Charges will apply to the withdrawal or surrender of any Chargeable Premiums made after spousal continuation.

6. PREMIUMS

We will accept premiums under this contract at any time prior to the earlier of:

- the Annuity Commencement Date; or
- the date we received notification of the death of an Owner and spousal continuation was not elected.

All premiums are payable at our Customer Service Office. Upon request, we will give you a receipt signed by one of our officers. The initial contract premium shown on the Contract Data page is due on the Issue Date and is payable in advance. The Contract Data page shows the limitations regarding premium payments. These limitations may be exceeded only with our written consent. We reserve the right not to accept any premium. We also reserve the right, in our reasonable discretion, to limit, modify, restrict, suspend or eliminate your right to allocate premiums to one or more of the Allocation Options.

Allocation of Net Premiums

You must allocate your Net Premiums to the Allocation Options under this contract. We limit the number of Allocation Options into which the Accumulation Value and any Net Premiums paid may be invested at a given time. The maximum number of Allocation Options permitted is shown on the Contract Data page.

Allocation will be based on the percentages you choose. We will change the allocation percentages applicable to future payments of Net Premiums upon receipt of your request in Good Order at our Customer Service Office.

We will apply your initial Net Premium based on Accumulation Unit values determined no later than at the end of the second Valuation Date following the Valuation Date we receive your initial premium payment at our Customer Service Office, provided that the premium payment is preceded or accompanied by an application that contains sufficient information to establish an account and properly credit such Net Premium. If your application is incomplete and we cannot complete it within five business days of its receipt at our Customer Service Office, we will return it to you along with your premium payment unless we receive your consent to retain your premium payment until the application is complete.

If we receive a subsequent premium payment in Good Order at our Customer Service Center before the end of a Valuation Date, we will apply the Net Premium based on Accumulation Unit values determined at the end of that Valuation Date. If we receive a subsequent premium payment in Good Order at our Customer Service Center at or after the end of a Valuation Date or on a non-Valuation Date, we will apply the Net Premium based on Accumulation Unit values determined at the end of the next Valuation Date.

See the Accumulation Value section for information on how Net Premiums are allocated to the Allocation Options.

7. THE SEPARATE ACCOUNT

The Guardian Separate Account R

The Variable Investment Options under this contract are funded by The Guardian Separate Account R (Account R). Account R is a separate investment account established by GIAC under the laws of the state of Delaware.

Account R is registered as a unit investment trust with the Securities and Exchange Commission (SEC) under the Investment Company Act of 1940 (the 1940 Act).

Account R is treated as a division of GIAC and is used to provide values and benefits for variable annuity contracts only. GIAC owns the assets in Account R. The assets in Account R are kept separate from GIAC's general account; and GIAC's other separate accounts.

Assets equal to the reserves and contract liabilities of Account R will not be charged with liabilities that arise from any other business we may conduct. We may transfer assets in excess of the reserves and contract liabilities of Account R to the general account. Income and realized and unrealized gains and losses from assets in each Variable Investment Option in Account R are credited to or charged against such Variable Investment Option without regard to income and realized and unrealized gains or losses in Account R's other Variable Investment Options or our general account or other separate accounts. The valuation of all assets in Account R will be determined in accordance with all applicable laws and regulations.

Investment Divisions

Account R consists of several investment divisions or Variable Investment Options. Not all investment divisions may be offered as Variable Investment Options under your contract. Each investment division of Account R invests in shares of a registered investment company or separate series thereof or any other investment in which a Variable Investment Option is permitted to invest under applicable law.

The investment divisions available under the contract are listed in the then current prospectus for this contract and Account R.

Rights Reserved

We reserve the right to take certain actions that we deem necessary to serve your best interest and that of any Beneficiary and appropriate to carry out the purposes of this contract. We may take these actions at any time in our sole discretion and without your consent.

We will exercise these reserved rights only when permitted by applicable law. When required by law, we will obtain your approval, approval by the SEC, or any appropriate regulatory authority. Examples of actions we may take include:

- deregistering Account R under the 1940 Act;
- operating Account R as a management investment company under the 1940 Act, or in any other form permitted by law;
- taking any action necessary to comply with or obtain and continue any exemptions from the 1940 Act;
- creating new separate accounts;
- combining investment divisions or transferring all or a portion of any assets in an investment division:
 - into another investment division; or
 - into one or more separate accounts; or
 - into GIAC's general account;
- substituting, for the contract values held in any investment division, the shares of another class issued by a mutual fund in which such values are invested or the shares of another mutual fund or investment company or any other investment permitted by law, where:
 - the substituted share class, fund, investment company, or other investment may have different fees and expenses;
 - substitution may be made with respect to existing Accumulation Value or the investment of future Net Premiums, or both; and
 - substitution may be made with respect to only some contracts or to all contracts;
- adding, closing, or removing one or more investment divisions to allocations of Net Premiums or transfers of Accumulation Value or both, and with respect to only some contracts or to all contracts;
- making any other necessary technical changes in this contract in order to conform with any action this provision permits us to take; and
- modifying this contract as necessary in order to preserve the favorable tax treatment currently accorded this contract, including to prevent the Owner from being considered the Owner of the assets in Account R.

A fund in which an investment division invests also may terminate its agreement with us and discontinue offering its shares to that investment division.

We will notify you if any of these actions results in a material change in the underlying investments of any Variable Investment Option in which you are invested. Details of any such change in the underlying investments of an investment division of Account R will be filed with any regulatory authority where required and may be subject to any required approval.

8. TRANSFERS

You may transfer all or a portion of this contract's Accumulation Value among the Allocation Options, subject to the restrictions described below and as set forth in any endorsement or rider attached to this contract. We must receive your request for transfer at our Customer Service Office in Good Order.

We reserve the right to:

- limit transfers among the Allocation Options to once every 30 days; and
- charge for each transfer. The maximum amount of any transfer charge is shown on the Contract Data page. We will deduct any transfer charge on a pro rata basis from the Allocation Options from which the amounts were transferred. If the value of any Allocation Option from which an amount being transferred is less than the amount of the transfer charge attributable to that Allocation Option, we will deduct the remaining amount on a pro rata basis from the Allocation Option(s) into which the amount is being transferred.

You must clearly specify in your transfer request the amount to be transferred and the names of the Allocation Options that are affected. If we receive your transfer request in Good Order at our Customer Service Center before the end of a Valuation Date, we will process your request based on Accumulation Unit values determined at the end of that Valuation Date. If we receive your transfer request in Good Order at our Customer Service Center at or after the end of a Valuation Date or on a non-Valuation Date, we will process your request based on Accumulation Unit values determined at the end of the next Valuation Date.

Frequent Transfers

In addition to the above restrictions, we reserve the right, in our sole discretion, to limit, modify, restrict, suspend or eliminate your right to make transfers without prior notice to you. This contract is not designed for use by individuals or other entities that engage in "market timing" or other types of frequent trading, unusually large transfers, short-term trading or programmed transfers.

A limitation or modification could be applied to transfers to, or from, one or more of the Allocation Options and could include, but is not limited to:

- requiring transfer requests to be made in writing through the U.S. Postal Service or otherwise restricting electronic or telephonic transaction privileges;
- refusing to act on instructions of an agent acting under a power of attorney on your behalf;
- imposing a holding period between transfers;
- implementing and imposing on you any redemption fee imposed by the underlying investments of any Variable Investment Option in which you invest;
- upon request, providing information to the underlying investments of any Variable Investment Option about you and your activity;
- rejecting or reversing any transfer request (in whole or in part) if our order to purchase shares of the underlying investments of any Variable Investment Option is not accepted by, or is reversed by, the underlying investments or if we are otherwise informed that any such purchase (or redemption) of shares to execute a transfer request would have a detrimental effect on the underlying investments;
- refusing or otherwise restricting any transfer request that we believe alone or with a group of transfer requests may have a detrimental effect on Account R or the Variable Investment Options.

We may add to or remove, or change these restrictions at any time and without prior notice to you.

We will monitor for frequent transfer activity among the Allocation Options based upon established parameters that are applied consistently to all contractowners, including, without limitation, the length of the holding period between transfers, the number of transfers in a specified period, the dollar amount of transfers and any combination of the above.

Transfers Before the Annuity Commencement Date

During the period up to 30 days before the Annuity Commencement Date, you may transfer all or a portion of your Accumulation Value among the Allocation Options, subject to the Frequent Transfer provision set forth above as well as to any limit we may set on the number of Allocation Options into which the Accumulation Value may be invested, if any. During the 30 days prior to the Annuity Commencement Date, transfers may be made only with our approval.

Transfers On or After the Annuity Commencement Date

After the Annuity Commencement Date, if you have elected a variable annuity payout option, you may transfer all or a portion of the Annuity Units credited under such option among the Variable Investment Options. Transfers may be made only once each month. We must receive transfer instructions in Good Order at least 15 days before the due date of the first variable annuity payment to which the transfer will apply.

The number of additional Annuity Units credited to a newly elected Variable Investment Option will be equal to (a) divided by (b), where:

- (a) is the dollar amount of the variable annuity payment that is to be transferred as of the transfer date; and
- (b) is the value of an Annuity Unit in the newly elected Variable Investment Option as of the transfer date.

9. ACCUMULATION VALUE

Accumulation Value

The portion of the Accumulation Value attributable to a particular Variable Investment Option is determined by multiplying (a) by (b), where:

- (a) is the number of Accumulation Units credited to this contract for that particular Variable Investment Option; and
- (b) is the then current Accumulation Unit value for that Variable Investment Option.

This contract does not have any Accumulation Value on or after the Annuity Commencement Date.

We guarantee that the dollar amount of the Accumulation Value will not be adversely affected by the actual administrative expenses we incur or variations in our mortality experience.

Accumulation Units

Amounts allocated or transferred to a Variable Investment Option before the Annuity Commencement Date are used to purchase Accumulation Units. Accumulation Units are redeemed and cancelled when amounts are deducted, withdrawn, or transferred from a Variable Investment Option. The number of Accumulation Units purchased or redeemed in a Variable Investment Option equals (a) divided by (b), where:

- (a) is the dollar value of the transaction; and
- (b) is the value of an Accumulation Unit for the applicable Variable Investment Option as of the end of the Valuation Date on which the transaction is processed.

Accumulation Unit Value for a Variable Investment Option

The Accumulation Unit value for a Variable Investment Option depends on the charges assessed against that option and the investment experience of that option and therefore may increase or decrease daily.

We determine the Accumulation Unit value for each Variable Investment Option for every Valuation Period. The Accumulation Unit value for a Variable Investment Option for any Valuation Period is (a) multiplied by (b), where:

- (a) is the Accumulation Unit value for that Variable Investment Option for the immediately preceding Valuation Period; and
- (b) is the net investment factor, as described below, for the current Valuation Period.

Net Investment Factor

The net investment factor is used to calculate the value of an Accumulation Unit in any Variable Investment Option for a Valuation Period. The net investment factor is determined by dividing the sum of (a) and (b) by (c), and subtracting (d) from the result, where:

- (a) is the net asset value per share of the investments held by the Variable Investment Option as of the end of the current Valuation Period.
- (b) is the per share amount of any dividends or other distributions made by the investments held by the Variable Investment Option during the current Valuation Period.
- (c) is the net asset value per share of the investments held by the Variable Investment Option as of the end of the immediately preceding Valuation Period.
- (d) is the sum of the daily charges, as described in the Daily Charges provision below, GIAC deducts from the Variable Investment Options.

The net investment factor may be less than 1.00 since it is based on the investment experience of Account R.

Daily Charges

We assess daily contract charges from the value of each Variable Investment Option for administrative expenses we incur and for mortality and expense risks assumed by GIAC. We may also assess daily charges for additional benefit riders that may be attached to this contract. These charges are used in determining the net investment factor for each Variable Investment Option. The daily charges and the effective annual rates are both shown on the Contract Data page.

Contract Fee

On each Contract Anniversary on or before the Annuity Commencement Date, we will deduct a Contract Fee not to exceed the amount shown on the Contract Data page from the Accumulation Value of this contract. This fee will be deducted from each Allocation Option in proportion to the portion of the Accumulation Value attributable to each particular Allocation Option on that Contract Anniversary. In addition, if this contract is surrendered on a date other than a Contract Anniversary, we will deduct the entire Contract Fee on the date of surrender. We will waive the Contract Fee if the Accumulation Value on the Contract Anniversary or on the date the contract is surrendered equals or exceeds the Contract Fee Threshold shown on the Contract Data page.

Annuity Taxes

In jurisdictions in which an annuity tax is payable when premium payments are received, we will deduct the amount of tax payable due to the premium payment from: (a) the Accumulation Value when it is applied under a payout option; (b) the Surrender Value upon surrender; (c) the amount withdrawn upon a withdrawal or (d) the death benefit payable upon death.

In jurisdictions that do not require payment of a tax, the above paragraph will not apply.

10. SURRENDERS AND WITHDRAWALS

Surrender of Contract

Before the Annuity Commencement Date, you may surrender this contract for its Surrender Value as defined below. The contract will then terminate. We must receive your request for such surrender in Good Order at our Customer Service Office. This contract must be sent to our Customer Service Office for cancellation.

The Surrender Value is equal to the Accumulation Value as of the Valuation Date on which we receive your written request for surrender in Good Order: less

- any applicable Contingent Deferred Sales Charge, as described below;
- any applicable Contract Fee; and
- any annuity taxes.

Withdrawals

Before the Annuity Commencement Date, you may withdraw a portion of the Accumulation Value of this contract, subject to the conditions described below. We must receive your request for any withdrawal in Good Order at our Customer Service Office.

Each withdrawal payment will be reduced by any Contingent Deferred Sales Charge (described below) and any applicable annuity taxes. Unless otherwise requested, the amount of any withdrawal including any applicable Contingent Deferred Sales Charge and annuity taxes, if any, will be deducted from the Variable Investment Options in proportion to the amount of the Accumulation Value attributable to each Variable Investment Option as of the Valuation Date on which we receive your written request for withdrawal in Good Order.

The total Accumulation Value remaining after a withdrawal must be at least \$2,000. If a withdrawal results in the Accumulation Value falling below \$2,000, then we reserve the right to cancel the contract and pay you the Surrender Value. See the Inactive Contract provision of the General Provisions section for more information.

Impact of Surrenders and Withdrawals

Surrenders and withdrawals may be subject to federal and state income taxes and a 10% federal penalty tax. Withdrawals reduce your Accumulation Value and your death benefit, and may reduce the value of any guarantees provided by additional benefit riders. Your ability to withdraw or surrender may be limited by the terms of a qualified plan.

Processing Surrenders and Withdrawals

If we receive your surrender or withdrawal request in Good Order at our Customer Service Center before the end of a Valuation Date, we will process your request based on Accumulation Unit values determined at the end of that Valuation Date. If we receive your surrender or withdrawal request in Good Order at our Customer Service Center at or after the end of a Valuation Date or on a non-Valuation Date, we will process your request based on Accumulation Unit values determined at the end of the next Valuation Date.

Contingent Deferred Sales Charges

If you make a withdrawal or surrender the contract, we may assess a Contingent Deferred Sales Charge against each Chargeable Premium involved in the transaction according to the schedule of Contingent Deferred Sales Charges shown on the Contract Data page. We calculate the Contingent Deferred Sales Charge separately for each Chargeable Premium withdrawn. In the event this contract has been continued under spousal continuation, see the Spousal Continuation provision for information on calculating any applicable Contingent Deferred Sales Charges if there is a withdrawal or surrender after spousal continuation.

A. Contingent Deferred Sales Charge Applicable to a Withdrawal

We will not assess a Contingent Deferred Sales Charge on amounts withdrawn from earnings or on any Free Withdrawal Amount.

For the purpose of calculating the Contingent Deferred Sales Charge applicable to a withdrawal, we assume that any amount withdrawn during a contract year will be withdrawn in the following order:

- from earnings, which on any Valuation Date equal the Accumulation Value on that date less the total Net Premiums made on or after the Issue Date that have not been previously withdrawn. However, any amounts withdrawn pursuant to the Free Withdrawal Amount will not reduce the total Net Premiums used to calculate earnings;
- from Net Premiums that are no longer subject to a Contingent Deferred Sales Charge;
- from any applicable Free Withdrawal Amount; and
- from Chargeable Premiums on a first-in-first-out basis, that is, any Chargeable Premium withdrawn is deemed to have come first from the oldest Chargeable Premium.

A Free Withdrawal Amount may be withdrawn from the contract without incurring a Contingent Deferred Sales Charge. This amount is equal to 10% of Chargeable Premiums minus the aggregate amount of all prior free withdrawals of such Net Premiums under this provision made during the current contract year. The Free Withdrawal Amount is non-cumulative and is only available on a contract year basis. Any Free Withdrawal Amounts not taken during any given contract year cannot be taken as Free Withdrawal Amounts in a subsequent contract year.

B. Contingent Deferred Sales Charge Applicable to a Surrender

The Contingent Deferred Sales Charge upon a surrender of this contract is equal to the Contingent Deferred Sales Charge percentage applicable to each Chargeable Premium as shown on the Contract Data page multiplied by that Chargeable Premium.

It may happen that Chargeable Premiums exceed the Accumulation Value. In this case, if you surrender the contract, we will calculate the Contingent Deferred Sales Charge based on the full amount of Chargeable Premiums, even though the Chargeable Premiums exceed the Accumulation Value.

In the case of a surrender of the contract, the Free Withdrawal Amount is not applicable.

11. PAYMENT OF CONTRACT PROCEEDS

Annuity Payments

If the Annuitant is living and this contract is in force on the Annuity Commencement Date, we will begin to make annuity payments under one of the payout options below or any other payout option we make available. You may elect for payments to be made monthly, quarterly, semi-annually or annually or in any other frequency that we make available. If no election is made as of the Annuity Commencement Date, payments based on amounts in the Variable Investment Options will be made monthly under Variable Annuity Payout Option V-2 with a guaranteed period of 10 years, and payments based on amounts in any Fixed-Rate Option that may be attached to this contract will be made monthly under Fixed Annuity Payout Option F-2 with a guaranteed period of 10 years. Payment of any annuity benefit or death benefit may be made under either a fixed or variable annuity payout option or a combination of both. If annuity payout option F-3 or V-3 is chosen, you must select a joint annuitant prior to the Annuity Commencement Date.

All annuity payments are based on:

- the age and sex (if a Non-Qualified Contract) of the Annuitant at the birthday nearest the Annuity Commencement Date;
- the annuity payout option elected; and
- the frequency in which you elect to receive payments.

Payee

Unless you request otherwise, the payee of any annuity payments will be the first among the following who is living at the time the payment is to be made:

- any surviving Owner or joint Owner; if none then
- any surviving Primary Beneficiary; if none then
- any surviving Contingent Beneficiary.

If no payees are living and a guaranteed period has not ended, the present value of any remaining payments will be paid to the estate of the last remaining payee.

Annuity Payout Options

You may elect to receive fixed or variable annuity payments from one of the following options or any other option we make available. Unless stated otherwise, once annuity payments begin you may not change the Annuitant, payout option, guaranteed period or, in the case of options F-3 or V-3, the survivor percentage.

Life Annuity without Guaranteed Period (Options V-1 and F-1)

We will make fixed or variable annuity payments or a combination of both during the lifetime of the Annuitant. We do not guarantee a minimum number of annuity payments under this option. Payments stop once the Annuitant dies.

Life Annuity with Guaranteed Period (Options V-2 and F-2)

We will make fixed or variable annuity payments or a combination of both during the lifetime of the Annuitant. Payments are guaranteed for any number of full years between 1 and 30. The length of the guaranteed period must be elected prior to receiving any annuity payments, and cannot exceed the life expectancy of the Annuitant. If the Annuitant dies before the end of the guaranteed period, we will pay the balance of the payments for the remainder of that period, unless you elect to be paid the present value of the current dollar amount of the then remaining annuity payments in a lump sum.

Joint and Survivor Annuity (Options V-3 and F-3)

We will make fixed or variable annuity payments or a combination of both while the Annuitant and joint Annuitant are living and during the survivor's remaining lifetime. Based on your selection, payments may have no guaranteed period or may have a guaranteed period for any number of full years between 1 and 30. If you select a guaranteed period, the length of the guaranteed period must be elected prior to receiving any annuity payments, and cannot exceed the joint life expectancy of the Annuitants. When an Annuitant dies, payments based on a percentage of the payment (or the number of Annuity Units for variable annuity payments) in effect while both were living will continue for the lifetime of the survivor. The percentage may be any percentage between 5% and 100%. The percentage must be elected prior to receiving the first annuity payment. If both Annuitants die before the end of any guaranteed period, we will pay the balance of the payments for the remainder of that period, unless you elect to be paid the present value of the current dollar amount of the then remaining annuity payments in a lump sum.

Beneficiary Restrictions

You may designate that a Beneficiary is to receive the annuity payments available under this contract. Such designation must be made in writing in a form acceptable to us, and may only be revoked in your written notice received at our Customer Service Office in Good Order. Upon your death, a Beneficiary cannot revoke or modify any designation you made on how the annuity payments are to be paid.

Determination of the Annuity Payments

The Accumulation Value on the Annuity Commencement Date, less any applicable annuity taxes not previously paid, will be used to determine the amount of the annuity payment.

Fixed Annuity Payments

For fixed annuity payment options, each \$1,000 of Accumulation Value is multiplied by the greater of the following:

- the current fixed annuity rate in effect on the Annuity Commencement Date applicable to the payout option elected, or
- the guaranteed fixed annuity rate for the payout option elected.

The guaranteed fixed annuity rate is based on the annual interest rate and the Mortality Table shown on the Contract Data page. The monthly fixed annuity rates for Options F-1, F-2 with a 10 year guaranteed period and F-3 with no guaranteed period and a two-thirds survivor benefit are shown in the Fixed Annuity Payout Option Tables. Guaranteed annuity rates not shown are available upon request.

First Variable Annuity Payment

For the first variable annuity payment, each \$1,000 of Accumulation Value is multiplied by the variable annuity rate in effect for the option elected. The variable annuity rate is based on the assumed investment return elected and the Mortality Table shown on the Contract Data page. The monthly variable annuity rates for Options V-1, V-2 with a 10 year guaranteed period and V-3 with no guaranteed period and a two-thirds survivor benefit are shown in the Variable Annuity Payout Option Tables. Annuity rates not shown are available upon request.

Determination of Variable Annuity Payments After the First

The amount of any variable annuity payments after the first will increase or decrease according to the value of the Annuity Units, which reflect the investment experience of the Variable Investment Option(s) elected.

The amount of each variable annuity payment made after the first is determined by multiplying (a) by (b), where:

- (a) is the number of Annuity Units in each Variable Investment Option; and
- (b) is the appropriate Annuity Unit value as of the end of the Valuation Date 10 days prior to the date the variable annuity payment is due.

The number of Annuity Units in each option is determined by dividing (a) by (b), where:

- (a) is the amount of the first variable annuity payment for each Variable Investment Option; and
- (b) is the value of the Annuity Unit on the date the first variable annuity payment is made.

We guarantee that the dollar amount of each variable annuity payment after the first will not be adversely affected by:

- the actual administrative expenses we incur; or
- variations in our mortality experience from the mortality assumptions upon which the first payment is based.

Annuity Unit Values

The value of an Annuity Unit is determined independently for each Variable Investment Option. The dollar value of Annuity Units may increase or decrease depending upon the investment experience of the Variable Investment Option(s) elected.

The value of an Annuity Unit in each Variable Investment Option was established at \$1.00 on the Valuation Date operations began for each such Variable Investment Option. The value of an Annuity Unit at the end of any subsequent Valuation Period is equal to (a) multiplied by (b), where:

- (a) is the Annuity Unit value as of the end of the immediately preceding Valuation Period; and
- (b) is the annuity change factor for the current Valuation Period.

The annuity change factor is equal to the net investment factor (as described in Net Investment Factor provision) for the same Valuation Period, adjusted to recognize the assumed investment return (AIR) used in determining the amounts of variable annuity payments.

Prior to the payment of a variable annuity payment, you must elect from one of the assumed investment returns below:

- 0%; or
- 3½%; or
- 5%, if allowed by applicable law or regulation.

Once an AIR is chosen, it cannot be changed. If no choice is made, an effective annual interest rate of 3½% will be used as the assumed investment return. The variable annuity payout rates shown in the Variable Annuity Payout tables are based on a 3½% AIR.

The valuation of all assets in Account R will be determined in accordance with applicable laws and regulations.

Annuity Payout Options: General Provisions

- At least \$2,000 must be applied under an annuity payout option. If the Accumulation Value (less any applicable annuity taxes not previously paid) is less than \$2,000 on the Annuity Commencement Date, the amount will be paid to the payee in one sum and the contract will be cancelled.
- The interest rate used to compute the present value of any remaining unpaid payments will be the same interest rate (or AIR for variable payments) used when first determining the annuity payments.
- We reserve the right to change the frequency of payment if monthly annuity payments are or become \$20 or less.
- We require satisfactory proof in Good Order of the age and sex, if applicable, of the Annuitant prior to the date annuity payments begin.
- The annuity payout options will not be available with respect to any part of the proceeds payable to an assignee or to other than a natural person entitled to receive proceeds, except with our consent.
- The Owner or any payee does not have the right to advance or assign payments made under an annuity payout option.
- To the extent permitted by law, the death benefit and the payments made under an annuity payout option will not be subject to encumbrance, or to the claims of creditors or legal process.
- The greater of the guaranteed settlement option rates or the rates currently in use on the Annuity Commencement Date are to be used.
- Unless otherwise specified, annuity payout options described in the Basic Contract are irrevocable and have no Surrender Value.

VARIABLE ANNUITY PAYOUT OPTION TABLES
VARIABLE ANNUITY RATES FOR THE FIRST MONTHLY VARIABLE ANNUITY PAYMENT PURCHASED
WITH EACH \$1,000 OF PROCEEDS APPLIED

Age	Option V-1			Option V-2			Option V-3 Joint and Two-Thirds Survivor Annuity							
	Life Annuity No Guaranteed Period			Life Annuity 10 year Guaranteed Period			Female Age				Unisex Age			
	M	F	U	M	F	U	Male Age	5 Yrs Less	Same Age	5 Yrs Older	Unisex Age	5 Yrs Less	Same Age	5 Yrs Older
40	3.45	3.36	3.40	3.45	3.36	3.39	40	3.31	3.35	3.40	40	3.30	3.35	3.40
41	3.48	3.38	3.42	3.48	3.38	3.42	41	3.33	3.37	3.43	41	3.32	3.37	3.42
42	3.50	3.40	3.44	3.50	3.40	3.44	42	3.34	3.39	3.45	42	3.34	3.39	3.44
43	3.53	3.42	3.46	3.53	3.42	3.46	43	3.36	3.41	3.47	43	3.36	3.41	3.46
44	3.56	3.44	3.49	3.56	3.44	3.49	44	3.38	3.44	3.50	44	3.38	3.43	3.49
45	3.59	3.47	3.51	3.59	3.47	3.51	45	3.40	3.46	3.53	45	3.40	3.45	3.52
46	3.62	3.49	3.54	3.62	3.49	3.54	46	3.43	3.49	3.55	46	3.42	3.48	3.54
47	3.65	3.52	3.57	3.65	3.52	3.57	47	3.45	3.51	3.58	47	3.44	3.50	3.57
48	3.69	3.55	3.60	3.68	3.54	3.60	48	3.47	3.54	3.61	48	3.46	3.53	3.60
49	3.72	3.57	3.63	3.72	3.57	3.63	49	3.50	3.57	3.65	49	3.49	3.56	3.63
50	3.76	3.61	3.67	3.75	3.60	3.66	50	3.53	3.60	3.68	50	3.52	3.59	3.67
51	3.80	3.64	3.70	3.79	3.63	3.70	51	3.55	3.63	3.72	51	3.54	3.62	3.70
52	3.84	3.67	3.74	3.83	3.67	3.73	52	3.58	3.66	3.75	52	3.57	3.65	3.74
53	3.88	3.71	3.77	3.87	3.70	3.77	53	3.61	3.70	3.79	53	3.60	3.68	3.78
54	3.93	3.74	3.81	3.91	3.74	3.81	54	3.64	3.73	3.83	54	3.63	3.72	3.82
55	3.97	3.78	3.86	3.96	3.78	3.85	55	3.68	3.77	3.88	55	3.67	3.76	3.86
56	4.02	3.82	3.90	4.01	3.82	3.89	56	3.71	3.81	3.92	56	3.70	3.80	3.90
57	4.07	3.86	3.95	4.06	3.86	3.94	57	3.75	3.85	3.97	57	3.74	3.84	3.95
58	4.13	3.91	4.00	4.11	3.90	3.98	58	3.79	3.90	4.02	58	3.78	3.88	4.00
59	4.19	3.96	4.05	4.17	3.95	4.03	59	3.83	3.94	4.07	59	3.82	3.93	4.05
60	4.25	4.01	4.10	4.23	4.00	4.09	60	3.87	3.99	4.13	60	3.86	3.98	4.11
61	4.31	4.06	4.16	4.29	4.05	4.14	61	3.92	4.04	4.19	61	3.90	4.03	4.16
62	4.38	4.12	4.22	4.35	4.10	4.20	62	3.96	4.10	4.25	62	3.95	4.08	4.23
63	4.45	4.18	4.28	4.42	4.16	4.26	63	4.01	4.16	4.32	63	4.00	4.14	4.29
64	4.53	4.24	4.35	4.49	4.22	4.33	64	4.07	4.22	4.39	64	4.05	4.20	4.36
65	4.61	4.30	4.42	4.57	4.29	4.39	65	4.12	4.28	4.46	65	4.11	4.26	4.43
66	4.69	4.37	4.50	4.65	4.35	4.47	66	4.18	4.35	4.54	66	4.16	4.33	4.51
67	4.79	4.45	4.58	4.74	4.42	4.54	67	4.24	4.42	4.63	67	4.23	4.40	4.59
68	4.88	4.53	4.66	4.82	4.50	4.62	68	4.31	4.50	4.72	68	4.29	4.47	4.68
69	4.99	4.61	4.75	4.92	4.58	4.71	69	4.38	4.58	4.82	69	4.36	4.55	4.77
70	5.10	4.70	4.85	5.02	4.67	4.80	70	4.45	4.67	4.92	70	4.43	4.64	4.87
71	5.22	4.80	4.95	5.12	4.76	4.89	71	4.53	4.76	5.03	71	4.51	4.73	4.98
72	5.34	4.90	5.06	5.23	4.85	4.99	72	4.61	4.86	5.15	72	4.59	4.83	5.09
73	5.48	5.01	5.18	5.35	4.95	5.10	73	4.70	4.97	5.27	73	4.68	4.93	5.21
74	5.62	5.12	5.31	5.47	5.06	5.21	74	4.80	5.08	5.41	74	4.77	5.04	5.34
75	5.77	5.25	5.44	5.59	5.17	5.33	75	4.90	5.20	5.55	75	4.87	5.16	5.47
76	5.93	5.38	5.59	5.72	5.29	5.45	76	5.00	5.33	5.70	76	4.98	5.28	5.62
77	6.10	5.53	5.74	5.85	5.42	5.58	77	5.11	5.46	5.86	77	5.09	5.41	5.78
78	6.28	5.68	5.90	5.99	5.55	5.72	78	5.23	5.61	6.04	78	5.21	5.56	5.94
79	6.46	5.85	6.08	6.14	5.69	5.86	79	5.36	5.76	6.22	79	5.34	5.71	6.12
80	6.67	6.03	6.26	6.29	5.84	6.01	80	5.49	5.93	6.42	80	5.48	5.87	6.31

The variable income rates shown above are based on an effective annual AIR of 3 1/2% per year. The dollar amount of the monthly annuity payment purchased for ages and AIRs not shown in the table is available upon request. Variable annuity payments after the first will increase or decrease according to the value of the variable Annuity Units, which reflect the investment experience of the Variable Investment Options elected.

**FIXED ANNUITY PAYOUT OPTION TABLES
 GUARANTEED FIXED ANNUITY RATES FOR THE MONTHLY ANNUITY PAYMENT PURCHASED
 WITH EACH \$1,000 OF PROCEEDS APPLIED**

Age	Option F-1			Option F-2			Option F-3 Joint and Two-Thirds Survivor Annuity							
	Life Annuity No Guaranteed Period			Life Annuity 10 year Guaranteed Period			Female Age				Unisex Age			
	M	F	U	M	F	U	Male Age	5 Yrs Less	Same Age	5 Yrs Older	Unisex Age	5 Yrs Less	Same Age	5 Yrs Older
40	2.55	2.44	2.48	2.55	2.44	2.48	40	2.38	2.44	2.50	40	2.38	2.43	2.49
41	2.57	2.47	2.51	2.57	2.47	2.51	41	2.40	2.46	2.52	41	2.40	2.45	2.51
42	2.60	2.49	2.53	2.60	2.49	2.53	42	2.42	2.48	2.55	42	2.42	2.48	2.54
43	2.63	2.52	2.56	2.63	2.51	2.56	43	2.45	2.51	2.58	43	2.44	2.50	2.56
44	2.66	2.54	2.59	2.66	2.54	2.59	44	2.47	2.53	2.61	44	2.46	2.53	2.59
45	2.70	2.57	2.62	2.69	2.57	2.62	45	2.49	2.56	2.64	45	2.49	2.55	2.62
46	2.73	2.60	2.65	2.73	2.60	2.65	46	2.52	2.59	2.67	46	2.51	2.58	2.65
47	2.77	2.63	2.68	2.76	2.63	2.68	47	2.55	2.62	2.70	47	2.54	2.61	2.69
48	2.80	2.66	2.71	2.80	2.66	2.71	48	2.57	2.65	2.73	48	2.57	2.64	2.72
49	2.84	2.69	2.75	2.84	2.69	2.75	49	2.60	2.68	2.77	49	2.59	2.67	2.75
50	2.88	2.72	2.78	2.88	2.72	2.78	50	2.63	2.72	2.81	50	2.62	2.70	2.79
51	2.92	2.76	2.82	2.92	2.76	2.82	51	2.66	2.75	2.84	51	2.65	2.74	2.83
52	2.96	2.80	2.86	2.96	2.79	2.86	52	2.69	2.79	2.89	52	2.69	2.77	2.87
53	3.01	2.83	2.90	3.00	2.83	2.90	53	2.73	2.82	2.93	53	2.72	2.81	2.91
54	3.06	2.87	2.94	3.05	2.87	2.94	54	2.76	2.86	2.97	54	2.75	2.85	2.95
55	3.11	2.92	2.99	3.10	2.91	2.98	55	2.80	2.90	3.02	55	2.79	2.89	3.00
56	3.16	2.96	3.04	3.15	2.96	3.03	56	2.84	2.95	3.07	56	2.83	2.93	3.04
57	3.21	3.01	3.09	3.20	3.00	3.08	57	2.88	2.99	3.12	57	2.87	2.98	3.09
58	3.27	3.05	3.14	3.26	3.05	3.13	58	2.92	3.04	3.17	58	2.91	3.02	3.15
59	3.33	3.10	3.19	3.32	3.10	3.18	59	2.96	3.09	3.23	59	2.95	3.07	3.20
60	3.39	3.16	3.25	3.38	3.15	3.24	60	3.01	3.14	3.29	60	3.00	3.12	3.26
61	3.46	3.21	3.31	3.44	3.20	3.30	61	3.06	3.20	3.35	61	3.04	3.18	3.32
62	3.53	3.27	3.37	3.51	3.26	3.36	62	3.11	3.25	3.41	62	3.09	3.23	3.38
63	3.60	3.33	3.44	3.58	3.32	3.42	63	3.16	3.31	3.48	63	3.15	3.29	3.45
64	3.68	3.40	3.51	3.66	3.39	3.49	64	3.21	3.38	3.55	64	3.20	3.35	3.52
65	3.76	3.47	3.58	3.73	3.45	3.56	65	3.27	3.44	3.63	65	3.26	3.42	3.60
66	3.85	3.54	3.66	3.82	3.52	3.64	66	3.33	3.51	3.71	66	3.32	3.49	3.68
67	3.94	3.61	3.74	3.90	3.60	3.71	67	3.40	3.59	3.80	67	3.38	3.56	3.76
68	4.04	3.70	3.83	4.00	3.68	3.80	68	3.46	3.67	3.89	68	3.45	3.64	3.85
69	4.15	3.78	3.92	4.09	3.76	3.89	69	3.54	3.75	3.99	69	3.52	3.72	3.94
70	4.26	3.87	4.02	4.19	3.85	3.98	70	3.61	3.84	4.09	70	3.60	3.81	4.04
71	4.37	3.97	4.12	4.30	3.94	4.08	71	3.69	3.93	4.21	71	3.68	3.90	4.15
72	4.50	4.07	4.23	4.41	4.04	4.18	72	3.78	4.03	4.32	72	3.76	4.00	4.26
73	4.63	4.18	4.35	4.53	4.14	4.29	73	3.87	4.14	4.45	73	3.85	4.11	4.38
74	4.78	4.30	4.48	4.65	4.25	4.40	74	3.96	4.25	4.58	74	3.94	4.22	4.51
75	4.93	4.43	4.61	4.78	4.37	4.52	75	4.06	4.37	4.73	75	4.04	4.34	4.65
76	5.08	4.56	4.75	4.91	4.49	4.65	76	4.17	4.50	4.88	76	4.15	4.46	4.80
77	5.25	4.71	4.91	5.05	4.62	4.78	77	4.28	4.64	5.04	77	4.26	4.60	4.95
78	5.43	4.86	5.07	5.19	4.75	4.92	78	4.40	4.78	5.21	78	4.39	4.74	5.12
79	5.62	5.03	5.24	5.34	4.90	5.06	79	4.53	4.94	5.40	79	4.51	4.89	5.29
80	5.82	5.21	5.43	5.50	5.05	5.21	80	4.66	5.10	5.59	80	4.65	5.05	5.48

The Fixed Annuity Rates not shown in the table are available upon request.

12. GENERAL PROVISIONS

The Contract

The entire contract consists of this contract and any attached endorsements or additional benefit riders. We rely upon the statements made by the applicant in issuing this contract. All statements made by the applicant are assumed to be true to the best knowledge and belief of the person(s) making them. These statements are representations and not warranties.

Only the President, a Vice President, or the Secretary of GIAC may make or modify this contract, and then only in writing. No agent is authorized to change this contract, waive any of our requirements or waive an answer to any question in the application(s).

We will not be bound by any promise or statement made by any agent or other person except as stated above.

We may at any time make any change in this contract to the extent that such change is required in order to make this contract conform with any law or any regulation issued by any governmental authority to which it is subject.

Any paid-up annuity benefit, Surrender Value, or death benefit payable under this contract is not less than the minimum required by the jurisdiction in which this contract is delivered.

Age and Sex

If the age or sex, if applicable, of the Annuitant has been misstated, we will adjust any benefit payable under this contract, based on the correct age and sex. Any overpayments we make because of such misstatement, with interest at 6% a year, compounded annually, will be charged against benefits falling due after the adjustment. If we make any underpayment because of such misstatement, we will pay the balance immediately, with 6% interest, compounded annually.

Incontestability

We will not contest the validity of this contract at any time following the Issue Date.

Proof of Age and Survival

We have the right to require satisfactory proof of the age of the payee or payees; and that a payee is living when a payment is contingent upon the payee's survival. We have the right to discontinue annuity payments until we receive proof in Good Order at our Customer Service Office.

Communications with Us

We receive all communications only at our Customer Service Office. Please include the contract number, full names of any Owner(s) and Annuitant, and each Owner's current address in all correspondence with us.

Payments by Us

Any payment by us under this contract is payable at our Customer Service Office. We reserve the right to require surrender of this contract prior to payment of the death benefit.

Nonparticipating

This contract is not eligible for dividends and will not share in the surplus earnings of GIAC.

Ownership of the Assets

GIAC shall have ownership and control of its assets, including all assets allocated to Account R.

Inactive Contract

We may terminate the contract by paying the Owner the Accumulation Value in one sum, if prior to the Annuity Commencement Date:

- no premium payments are made for two consecutive years;
- the total amount of premium payments made, less any withdrawals, is less than \$2,000;
- the Accumulation Value on or after the end of such two year period is less than \$2,000; and
- we notified you in writing that this contract is inactive and subject to termination and 6 months following the date of this notice you have not made any premium payments to bring either your total premium payments less withdrawals, or your Accumulation Value to \$2,000.

Taxes

We will not be responsible for any tax consequences arising out of any transactions or ownership of this contract.

Deferment

We will ordinarily pay any death benefit, transfers, annuity payments, withdrawal or surrender proceeds from the Variable Investment Options within seven days after the Valuation Date we receive your request in Good Order at our Customer Service Office. However, we may defer payment of any such transaction from the Variable Investment Options if:

- the New York Stock Exchange, or its successor, is closed for trading; or
- the Securities and Exchange Commission restricts trading on the New York Stock Exchange, or its successor or determines that a state of emergency exists which may make such calculation, payment or transfer impracticable; or
- a premium payment check has not cleared the payee's bank; or
- the Securities and Exchange Commission by order permits such deferral.

When permitted by law, we may defer any fixed annuity payment from our general account for up to 6 months after written request for such payment is due. Interest will accrue daily, starting on the date deferment begins, at the rate of 3% on any amount deferred 30 days or more.

Reports to the Owner

We will provide a written report to the Owner at least once each contract year while this contract has an Accumulation Value. We will also provide a written confirmation to you when any annuity payments are made under this contract.

The annual report will include the following information as of the most recent Contract Anniversary:

- the Accumulation Value; and
- the Surrender Value.

The report will also include any other information required by the jurisdiction in which this contract is delivered.



**The Guardian
Insurance & Annuity
Company, Inc.**

**A Stock Company
Incorporated in the
State of Delaware**

**Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210**

Individual Flexible Premium Deferred Variable Annuity Contract

- Premiums payable before the Annuity Commencement Date, in accordance with contract provisions
- Annuity payments begin on the Annuity Commencement Date
- Benefits based on the investment experience of a Separate Account are variable and are not guaranteed
- Non-participating - No dividends payable

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

This rider provides for an enhanced death benefit that may be greater than the death benefit provided under the Basic Contract.

This rider is attached to the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this rider, the provisions of the rider will control.

Definitions

Terms used in this rider that are not described below have the meaning ascribed in the Basic Contract to which this rider is attached.

Covered Death

Under this rider, a death benefit may be payable upon the death of:

- any Owner under the Basic Contract, or in the event of a Non-Natural Owner, the Annuitant; and
- a spouse that continues the Basic Contract in accordance with the Spousal Continuation section of the Basic Contract and the age of the surviving spouse on the effective date of the spousal continuation is 75 or younger.

This rider must be in force and we must receive Due Proof of Death in Good Order at our Customer Service Office prior to the Annuity Commencement Date in order for a death benefit to be paid.

Highest Anniversary Value Death Benefit (HAVDB)

Under this rider, the death benefit payable is equal to the greater of:

- the death benefit described in the Basic Contract; or
- the Highest Anniversary Value Death Benefit, less annuity taxes, if any, as of the end of the Valuation Date on which we receive Due Proof of Death in Good Order.

We will calculate the Highest Anniversary Value Death Benefit (HAVDB) as follows:

- On the Issue Date, the HAVDB is equal to the initial premium payment.
- On each Valuation Date we receive an additional premium payment in Good Order at our Customer Service Office, we will increase the HAVDB by the amount of that premium payment.
- On each Contract Anniversary up to and including the Contract Anniversary stated on the Contract Data page, we will increase the HAVDB to equal the Accumulation Value on that Contract Anniversary if the Accumulation Value exceeds the HAVDB then in effect.
- On each Valuation Date that a withdrawal is made, we will decrease the HAVDB by the Adjusted Withdrawal Amount described below, any Contingent Deferred Sales Charges paid thereon and annuity taxes, if any.
- On the Valuation Date that a change in Owner, or in the event of a Non-Natural Owner, a change in the Annuitant, is effective, the HAVDB will be set to equal the Accumulation Value as of that Valuation Date even if the Accumulation Value is lower than the HAVDB on that Valuation Date.

Spousal Continuation of Rider

If upon the death of an Owner under the Basic Contract, the surviving spouse elects to continue the Basic Contract in accordance with its terms:

- in lieu of the amount that would have been credited to the Allocation Options under the Spousal Continuation section of the Basic Contract, we will credit the difference between the HAVDB that would have been paid as death benefit proceeds and the Accumulation Value on the applicable Valuation Date to the Allocation Options in accordance with the current allocation instructions under the Basic Contract if the HAVDB exceeds the Accumulation Value at that time; or
- we will increase the HAVDB to equal the Accumulation Value, if the HAVDB that would have been paid is less than the Accumulation Value on the applicable Valuation Date.

We will thereafter continue to calculate the HAVDB as described above. If upon the death of the surviving spouse the HAVDB exceeds the Accumulation Value and any death benefit proceeds are not distributed as a lump sum, we will credit the difference between the HAVDB that would have been paid as death benefit proceeds and the Accumulation Value on the applicable Valuation Date to the Allocation Options in accordance with the current

allocation instructions under the Basic Contract. The Beneficiaries may not continue this rider and this rider will terminate.

Adjusted Withdrawal Amount

The Adjusted Withdrawal Amount for each withdrawal is the greater of the dollar amount of the withdrawal or the amount determined by:

- (i) dividing the amount of each withdrawal, including any applicable Contingent Deferred Sales Charges and annuity taxes, by the Accumulation Value immediately before that withdrawal; and
- (ii) multiplying the result of (i) by the HAVDB immediately prior to the withdrawal.

Distribution of the HAVDB

The HAVDB will be distributed in the same manner as the Basic Contract death benefit.

Rider Charge

If this rider is in force, we will assess the daily charge shown on the Contract Data page. The charge will be applied as a percentage of the value of the assets allocated to each Variable Investment Option for expenses related to the provision of this rider. The Contract Data page also shows the effective annual percentage for this rider.

Issue Date

The issue date of this rider is the Issue Date of the Basic Contract.

Termination

This rider terminates on the earliest of the following:

- the date a death benefit under this rider is paid and the Basic Contract is not continued in accordance with the Spousal Continuation section of the Basic Contract; or
- the date the Basic Contract is continued in accordance with the Spousal Continuation section of the Basic Contract and the surviving spouse is 76 or older on the effective date of the spousal continuation; or
- the date a death benefit under this rider is paid upon the death of a surviving spouse that has continued the Basic Contract in accordance with the Spousal Continuation section of the Basic Contract; or
- the date the Basic Contract terminates; or
- the Annuity Commencement Date.

Other than as set forth above, you may not terminate this rider. You may not reinstate this rider once it terminates.

The Guardian Insurance & Annuity Company, Inc.


Secretary

ENDORSEMENT

FIXED-RATE OPTION

This endorsement is attached to and made part of the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Terms used in this endorsement that are not described below have the meaning ascribed in the Basic Contract to which this endorsement is attached.

With this endorsement, the following definitions in the Basic Contract are amended to read as follows:

- **Accumulation Value:** The value attributable to the contract. The Accumulation Value is the sum of the values attributable to the Variable Investment Options and the Fixed-Rate Option.
- **Allocation Options:** The options to which Net Premiums may be allocated. The Allocation Options consist of the Variable Investment Options and the Fixed-Rate Option.

The Fixed-Rate Option

The Fixed-Rate Option is part of the general account of The Guardian Insurance & Annuity Company, Inc. (GIAC). Subject to the conditions stated in this endorsement, you may:

- allocate all or part of any Net Premium(s) to the Fixed-Rate Option; and
- transfer all or part of the Accumulation Value held in the Variable Investment Options to the Fixed-Rate Option.

Interest Crediting

We will credit interest daily on any amounts allocated or transferred to the Fixed-Rate Option at a minimum guaranteed effective annual interest rate shown on the Contract Data page. At our discretion, an interest rate in excess of the minimum guaranteed effective annual rate may be credited. We will provide notice of the applicable interest rate in the annual report we send to you.

Any portion of a Net Premium allocated or Accumulation Value transferred to the Fixed-Rate Option will earn interest at the then current effective annual rate. This interest rate will be guaranteed until the next Contract Anniversary. On each Contract Anniversary, we reserve the right to change the rate of interest to be credited to amounts that have been allocated or transferred (together with interest earned) to the Fixed-Rate Option. Any new interest rate will then be guaranteed on such amount until the next Contract Anniversary.

We reserve the right to declare different interest rates in excess of the minimum guaranteed rate depending on when amounts are allocated or transferred to the Fixed-Rate Option. This means that amounts allocated or transferred to the Fixed-Rate Option on any designated Valuation Date may be credited with a different rate of interest than the rate previously credited to amounts allocated or transferred to the Fixed-Rate Option on any other Valuation Date. You bear the risk that no interest in excess of the guaranteed rate will be credited.

Accumulation Value in the Fixed-Rate Option

The portion of the Accumulation Value attributable to the Fixed-Rate Option is expressed as a dollar amount. The portion of the Accumulation Value attributable to the Fixed-Rate Option is the sum of all amounts allocated to the Fixed-Rate Option, plus interest as described above, less the amount of any withdrawals, transfers, and Contract Fee deductions from the Fixed-Rate Option. Amounts allocated or transferred to the Fixed-Rate Option will increase the dollar amount of the portion of the Accumulation Value attributable to this Option.

Transfers

During the period up to 30 days before the Annuity Commencement Date, you may transfer all or a portion of the Accumulation Value to or from the Fixed-Rate Option, subject to the following conditions:

- Transfers to and from the Fixed-Rate Option are not permitted on and after the Annuity Commencement Date.
- You must clearly specify in your transfer request the amount to be transferred and the names of the Allocation Options that are affected.
- Transfers from the Fixed-Rate Option to a Variable Investment Option:
 - may only be made once each contract year on or within 30 days after a Contract Anniversary;
 - will be made in the same order as such amounts were allocated or transferred to the Fixed-Rate Option; and
 - are limited to a maximum amount each contract year that is the greater of:
 - 50% of the portion of the Accumulation Value in the Fixed-Rate Option as of the prior Contract Anniversary; or
 - an amount equal to the largest transfer out of the Fixed-Rate Option made during the previous contract year.

These conditions are in addition to the transfer conditions set forth in the Transfers section of the Basic Contract.

Withdrawals

Withdrawals, including any applicable Contingent Deferred Sales Charge and annuity taxes, will first be made from the Variable Investment Options in the manner described in the Basic Contract. Withdrawals in excess of the amount allocated among the Variable Investment Options will then be deducted from the Fixed-Rate Option.

Deferral of Payments

When permitted by law, we reserve the right to defer the payment of amounts withdrawn from the Fixed-Rate Option for a period not to exceed six months from the date we receive the request for such withdrawal in Good Order at our Customer Service Office. Interest will accrue daily, starting on the date deferment begins, at the rate of 3% on any amount deferred 30 days or more. Benefits and values provided under this endorsement equal or exceed those required by any statute in the jurisdiction in which the Basic Contract is delivered.

Rights Reserved

We reserve the right to suspend, prohibit or otherwise restrict the allocation of Net Premiums and/or the transfer of all or part of the Accumulation Value of a Variable Investment Option to the Fixed-Rate Option. If we enforce this right, we will provide written notice to you prior to the enforcement of this restriction.

Effective Date

The Effective Date of this endorsement is the Issue Date of the Basic Contract.

The Guardian Insurance & Annuity Company, Inc.


Secretary

EARNINGS BENEFIT RIDER

This rider provides for a potential increase in the death benefit payable under the Basic Contract in situations described in the rider.

This rider is attached to the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this rider, the provisions of this rider will control.

Definitions

Terms used in this rider which are not described below have the meaning ascribed in the Basic Contract to which this rider is attached.

Adjusted Premiums: Adjusted Premiums are equal to the total of all Net Premiums paid reduced by an adjusted amount for each withdrawal. Each time an Owner makes a withdrawal, we will reduce the total of all Net Premiums by an amount equal to the lesser of (i) the dollar amount of the withdrawal or (ii) an amount determined by dividing the amount of each withdrawal plus any applicable Contingent Deferred Sales Charges and any annuity taxes by the Accumulation Value immediately prior to that withdrawal and multiplying this result by the Adjusted Premiums immediately prior to the withdrawal.

Continued Contract Adjusted Premiums: Continued Contract Adjusted Premiums are equal to:

- the death benefit that would have been paid under the Basic Contract if the surviving spouse did not elect to continue the Basic Contract, including any death benefit riders other than the Earnings Benefit Rider; plus
- the Earnings Benefit that would have been paid under the Basic Contract if the surviving spouse did not elect to continue the Basic Contract; plus
- all Net Premiums made on or after the effective date of spousal continuation; and minus
- an adjusted amount for each withdrawal made on and after the effective date of spousal continuation. Each time a withdrawal is made, we will reduce the Continued Contract Adjusted Premiums by an amount equal to the lesser of (i) the dollar amount of the withdrawal or (ii) an amount determined by dividing the amount of each withdrawal plus any applicable Contingent Deferred Sales Charges and any annuity taxes by the Accumulation Value immediately prior to that withdrawal and multiplying this result by the Continued Contract Adjusted Premiums immediately prior to the withdrawal.

Covered Death

Under this rider, an Earnings Benefit may be payable upon the death of:

- any Owner under the Basic Contract, or in the event of a Non-Natural Owner, the Annuitant; and
- the surviving spouse of the deceased Owner who continues the Basic Contract in accordance with the Spousal Continuation provision of the Basic Contract and is age 75 or younger on the effective date of the spousal continuation.

This rider must be in force and we must receive Due Proof of Death in Good Order at our Customer Service Office prior to the Annuity Commencement Date in order for the Earnings Benefit to be paid.

Earnings Benefit Upon Death of any Owner, or in the event of a Non-Natural Owner, the Annuitant

While this rider is in force, any death benefit payable upon the death of any Owner, or in the event of a Non-Natural Owner, the Annuitant, prior to the Annuity Commencement Date will be increased by the Earnings Benefit if this amount is greater than zero. The Earnings Benefit is equal to the lesser of (a) and (b) where:

- (a) is the Earnings Benefit Percentage multiplied by the result of the Accumulation Value as of the Valuation Date we receive Due Proof of Death in Good Order at our Customer Service Office minus the Adjusted Premiums; and
- (b) is the Earnings Benefit Percentage multiplied by the Adjusted Premiums.

The Earnings Benefit Percentage is shown on the Contract Data page.

Spousal Continuation of This Rider

If the surviving spouse elects to continue the Basic Contract, the amount of any Earnings Benefit will be credited to the Allocation Options in accordance with the current allocation instructions under the Basic Contract.

Earnings Benefit Upon Death of Spouse of Deceased Owner

If this rider has been continued in accordance with the Spousal Continuation section of the Basic Contract and this rider is still in force, any death benefit payable upon the death of the surviving spouse prior to the Annuity Commencement Date will be increased by a Spousal Earnings Benefit if this amount is greater than zero. The Spousal Earnings Benefit is equal to the lesser of (a) and (b) where:

- (a) is the Spousal Earnings Benefit Percentage multiplied by the result of the Accumulation Value as of the Valuation Date we receive Due Proof of Death in Good Order at our Customer Service Office of the surviving spouse minus the Continued Contract Adjusted Premiums as of the same date; and
- (b) is the Spousal Earnings Benefit Percentage multiplied by the Continued Contract Adjusted Premiums.

The Spousal Earnings Benefit Percentage is shown on the Contract Data page.

If upon the death of the surviving spouse there is an Earnings Benefit and any death benefit proceeds are not distributed as a lump sum, we will credit the Earnings Benefit to the Allocation Options in accordance with the current allocation instructions under the Basic Contract. The Beneficiaries may not continue this rider and this rider will terminate.

Fixed-Rate Option

While this rider is in force, you may not allocate premiums or transfer Accumulation Value to the Fixed-Rate Option.

Rider Charge

If this rider is in force, we will assess the daily charge shown on the Contract Data page. The charge will be applied as a percentage of the value of assets allocated to each Variable Investment Option for expenses related to the provisions of this rider. The Contract Data page also shows the annual percentage for this rider.

Issue Date

The issue date of this rider is the Issue Date of the Basic Contract.

Termination

This rider terminates on the earliest of the following:

- the date the Basic Contract terminates; or
- the Annuity Commencement Date; or
- an Owner's 95th birthday; or
- the date a death benefit is paid under this rider and the Basic Contract is not continued in accordance with the Spousal Continuation section of the Basic Contract; or
- the date the Basic Contract is continued in accordance with the Spousal Continuation section of the Basic Contract and the surviving spouse is 76 or older on the effective date of the spousal continuation; or
- the date a death benefit is paid upon the death of the surviving spouse that has continued the Basic Contract in accordance with the Spousal Continuation section of the Basic Contract; or
- the date an Owner, or in the event of a Non-Natural Owner, the Annuitant, is changed after the issue date of this rider, unless such change is the result of the surviving spouse's continuation of the Basic Contract and this rider.

Other than as set forth above, you may not terminate this rider. You may not reinstate this rider once it terminates.

The Guardian Insurance & Annuity Company, Inc.



Secretary

ENDORSEMENT

DOLLAR COST AVERAGING PLUS

This endorsement is attached to and made part of the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Terms used in this endorsement that are not described below have the meaning ascribed in the Basic Contract to which this endorsement is attached.

Dollar Cost Averaging Plus

The Dollar Cost Averaging Plus account is part of the general account of The Guardian Insurance & Annuity Company, Inc. (GIAC). You may elect to allocate all or part of the initial Net Premium to the Dollar Cost Averaging Plus account as of the Issue Date of the Basic Contract. Under Dollar Cost Averaging Plus, we will automatically transfer on a monthly basis amounts from the Dollar Cost Averaging Plus account to the Allocation Options in accordance with your then current allocation instructions applicable to Dollar Cost Averaging Plus.

You may not elect this option after the Issue Date of the Basic Contract. Any subsequent premium payments received after the initial premium will not be included in Dollar Cost Averaging Plus.

We will credit interest on amounts allocated to the Dollar Cost Averaging Plus account daily at the minimum guaranteed effective annual interest rate shown on the Contract Data page. At our discretion, an interest rate in excess of the minimum guaranteed rate may be credited. Amounts in the Dollar Cost Averaging Plus account will earn interest at the then current interest rate that we set. Such interest rate will be guaranteed until all amounts are transferred out of the Dollar Cost Averaging Plus account.

You may elect to have monthly transfers made:

- under the 6 transfer option; or
- under the 12 transfer option.

6 Transfer Option

Under this option, the total amount allocated to the Dollar Cost Averaging Plus account is divided by 5. This will be the amount transferred to the selected Allocation Options on the Issue Date and on each of the first four monthly contract anniversaries. Any amounts remaining in the Dollar Cost Averaging Plus account after these transfers as a result of accumulated interest will be transferred on the fifth monthly contract anniversary.

12 Transfer Option

Under this option, the total amount allocated to the Dollar Cost Averaging Plus account is divided by 11. This will be the amount transferred to the selected Allocation Options on the Issue Date and on each of the first 10 monthly contract anniversaries. Any amounts remaining in the Dollar Cost Averaging Plus account after these transfers as a result of accumulated interest will be transferred on the 11th monthly contract anniversary.

The duration selected may not continue beyond the Annuity Commencement Date.

The following conditions apply for all Dollar Cost Averaging Plus transfers:

- The monthly transfer amount into each Allocation Option selected must be at least \$100.
- You may not elect Dollar Cost Averaging Plus after the Issue Date of the Basic Contract.
- Aside from the first transfer, we will make transfers on each monthly contract anniversary or on the next Valuation Date if such anniversary is not a Valuation Date. The monthly contract anniversary is the same date of each calendar month as the Issue Date of the Basic Contract, or the last Valuation Date of a calendar month, if earlier.

Termination

Dollar Cost Averaging Plus will terminate on the earliest of:

- the Valuation Date we receive your written request for termination in Good Order at our Customer Service Office; or
- the Annuity Commencement Date; or
- the date the Basic Contract is surrendered; or
- the date the elected number of transfers has been completed.

If this endorsement terminates prior to all amounts being transferred out of the Dollar Cost Averaging Plus account, the remaining amount will be allocated to the Allocation Options in accordance with the allocation instructions in effect under the Basic Contract at that time.

Effective Date

The effective date of this endorsement is the Issue Date of the Basic Contract.

The Guardian Insurance & Annuity Company, Inc.


Secretary

ENDORSEMENT

Annuity Payout Option – Fixed or Variable Payments to Age 100

This endorsement is attached to and made part of the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Fixed or Variable Payments to Age 100 is hereby added to the Basic Contract as an annuity payout option. If this payout option is elected, and if the Annuitant is living and the Basic Contract is in force on the Annuity Commencement Date, we will make either fixed or variable monthly payments or both to the payee described in the Basic Contract in accordance with the provisions of this endorsement.

Definitions

Terms used in this endorsement that are not described below have the meaning ascribed in the Basic Contract to which this endorsement is attached.

Fixed Payments to 100

We will make monthly payments that are guaranteed for a whole number of years. The number of years will equal 100 minus the Annuitant's age on the birthday nearest the Annuity Commencement Date. If this option is chosen, the first annuity payment is determined by multiplying (a) by (b) where:

- (a) is the annuity rate for the first monthly fixed annuity payment shown in the Table of Guaranteed Annuity Rates provided in this endorsement for the Annuitant's age on the birthday nearest the Annuity Commencement Date; and
- (b) is the Accumulation Value divided by 1,000.

The first annuity payment described above is based on the guaranteed annual interest rate shown on the Contract Data page. We declare a new annual interest rate for this option on January 1st of each year. This interest rate will remain in effect through December 31st of that calendar year and will never be less than the guaranteed annual interest rate shown on the Contract Data page. If we declare an interest rate that is higher than the guaranteed rate, subsequent payments for that calendar year will be increased monthly based on the relationship between the declared rate and the guaranteed rate shown on the Contract Data page.

During the first calendar year in which contract proceeds are applied to this option, the interest rate declared on January 1st of that year will be used to determine the amount of any payments after the first payment for the remainder of that calendar year.

Unless a withdrawal is made in accordance with the Withdrawal Provision set forth below, the amount of any monthly payments under this option will not be less than any previous monthly payment. A withdrawal under this option will result in a proportional reduction of the next payment following the withdrawal. All payments thereafter may increase if we declare an interest rate that is higher than the guaranteed rate as described above.

Variable Payments to 100

We will make variable monthly payments that are guaranteed for a whole number of years. The number of years will equal 100 minus the Annuitant's age on the birthday nearest the Annuity Commencement Date.

If this option is chosen, the first variable annuity payment is determined by multiplying (a) by (b) where:

- (a) is the annuity rate in effect for this option for the Annuitant's age on the birthday nearest the Annuity Commencement Date; and
- (b) is the Accumulation Value divided by 1,000.

The variable annuity rates shown in the Table of Guaranteed Annuity Rates provided in this endorsement are based on a 3½% assumed investment return. Annuity rates based on assumed investment returns and ages not shown in this table are available upon request.

The amount of any variable annuity payments after the first will increase or decrease according to the value of the Annuity Units, which reflect the investment experience of the Variable Investment Option(s) elected. The amount of each variable annuity payment made after the first is determined in accordance with the Determination of Variable Annuity Payments After the First and Annuity Unit Values provisions of the Payment of Contract Proceeds section of the Basic Contract.

Death of Annuitant

If the Annuitant dies during the payment period, we will pay the balance of the payments to the payee for the remainder of that period. Unless the Owner indicates otherwise in a signed written notice received at our Customer Service Office in Good Order, the payee may elect:

- to be paid the present value of the current dollar amount of the then remaining payments in a lump sum; or
- to change to the Life Annuity without Guaranteed Period Option. The present value of the remaining payments will then be applied to a Life Annuity without Guaranteed Period.

The interest rate used to compute the present value of any remaining unpaid payments is the same rate that was used to determine the first monthly annuity payment as described in the Fixed Payments to 100 and Variable Payments to 100 provisions above.

Withdrawal Provision

Under this payout option, the payee (unless the Owner indicates otherwise in a signed written notice received at our Customer Service Office in Good Order) has the right to withdraw all or a portion of the present value of the remaining payments. A withdrawal of a portion of the present value of the remaining payments will result in a proportional reduction in the next payment. Payments thereafter will be based on this reduced amount. A full withdrawal will terminate the Basic Contract.

The following conditions apply to withdrawals of a portion of the present value of remaining payments:

- the payee may not withdraw less than \$500;
- after making a withdrawal, the present value of the total remaining payments must be at least \$2,000 and each remaining monthly payment must be at least \$20; and
- one withdrawal is permitted each quarter without an administrative charge, and additional withdrawals are permitted at an administrative charge not to exceed the amount shown on the Contract Data page.

If a withdrawal request does not meet the conditions stated in the second bullet above, we will promptly attempt to contact the Owner for additional instructions. If we do not receive revised instructions that comply with the conditions stated in the second bullet above in Good Order at our Customer Service Office within five Valuation Dates of the original request, we will pay you, or the Beneficiary if you are no longer living, the present value of the remaining payments and cancel the Basic Contract.

A withdrawal of all or a portion of the present value of the remaining payments may have tax consequences, and may be subject to a Contingent Deferred Sales Charge (CDSC) and annuity taxes if there were any Chargeable Premiums on the date the Accumulation Value (less any applicable annuity taxes) was applied to this payout option and there is at least one Chargeable Premium where the CDSC has not expired at the time of the withdrawal. If so, withdrawals under this payout option may be reduced by a portion of the CDSC applicable at that time.

To calculate the CDSC applicable to a withdrawal under this payout option, the following formula is applied to each Chargeable Premium that was in effect on the Annuity Commencement Date; (a) times ((b) divided by (c)) times (d) where:

- (a) is the CDSC that would have applied to the Chargeable Premium if the Basic Contract was surrendered on the Annuity Commencement Date less the amount of any CDSC that was previously deducted from prior withdrawals under this payment option;
- (b) is the number of whole months from the date of the withdrawal until the date that the CDSC would have expired;
- (c) is the number of whole months remaining from the Annuity Commencement Date until the date that the CDSC would have expired; and
- (d) is the present value of remaining payments withdrawn divided by the total present value of the remaining payments.

The Free Withdrawal Amount under the Basic Contract is not available for amounts withdrawn following the Annuity Commencement Date.

Issue Date

The effective date of this endorsement is the Issue Date of the Basic Contract.

The Guardian Insurance & Annuity Company, Inc.


Secretary

Table of Guaranteed Annuity Rates

Payments to Age 100

Age	Years to 100	ANNUITY RATES FOR THE FIRST MONTHLY FIXED ANNUITY PAYMENT PURCHASED WITH EACH \$1,000 OF PROCEEDS APPLIED	ANNUITY RATES FOR THE FIRST MONTHLY VARIABLE ANNUITY PAYMENT PURCHASED WITH EACH \$1,000 OF PROCEEDS APPLIED
40	60	2.099103	3.278883
41	59	2.121149	3.295653
42	58	2.144004	3.313192
43	57	2.167711	3.331543
44	56	2.192317	3.350751
45	55	2.217869	3.370866
46	54	2.244421	3.391941
47	53	2.272029	3.414032
48	52	2.300755	3.437203
49	51	2.330664	3.461517
50	50	2.361827	3.487048
51	49	2.394322	3.513872
52	48	2.428232	3.542073
53	47	2.463647	3.571741
54	46	2.500665	3.602976
55	45	2.539394	3.635885
56	44	2.579951	3.670584
57	43	2.622462	3.707203
58	42	2.667067	3.745881
59	41	2.713921	3.786771
60	40	2.763192	3.830044
61	39	2.815065	3.875885
62	38	2.869747	3.924501
63	37	2.927466	3.976119
64	36	2.988474	4.030994
65	35	3.053053	4.089408
66	34	3.121519	4.151676
67	33	3.194226	4.218153
68	32	3.271570	4.289236
69	31	3.354002	4.365375
70	30	3.442029	4.447078
71	29	3.536232	4.534926
72	28	3.637271	4.629579
73	27	3.745906	4.731799
74	26	3.863014	4.842461
75	25	3.989613	4.962582
76	24	4.126887	5.093349
77	23	4.276231	5.236153
78	22	4.439289	5.392641
79	21	4.618022	5.564771
80	20	4.814780	5.754893

Annuity Rates not shown are available upon request.

ENDORSEMENT

Annuity Payout Option - Payments for a Period Certain

This endorsement is attached to and made part of the Basic Contract and is subject to all applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Payments for a Period Certain is hereby added to the Basic Contract as a payout option. If this payout option is elected, and if the Annuitant is living and the Basic Contract is in force on the Annuity Commencement Date, we will make fixed monthly payments to the payee for a fixed period of time under the terms of this endorsement.

Definitions

Terms used in this endorsement that are not described below have the meaning ascribed in the Basic Contract to which this endorsement is attached.

Payments for a Period Certain

We will make monthly payments that are guaranteed for a whole number of years. You may elect the number of years from the Period Certain column in the Table of Guaranteed Annuity Rates provided in this endorsement. If this option is chosen, the first annuity payment is determined by multiplying (a) by (b) where:

- (a) is the Annuity Rate for the first monthly payment shown in the Table of Guaranteed Annuity Rates provided in this endorsement for the applicable Period Certain; and
- (b) is the Accumulation Value divided by 1,000.

The first annuity payment described above is based on the guaranteed annual interest rate shown on the Contract Data page. We declare a new annual interest rate for this option on January 1st of each year. This interest rate will remain in effect through December 31st of that calendar year and will never be less than the guaranteed annual interest rate shown on the Contract Data page. If we declare an interest rate that is higher than the guaranteed rate, subsequent payments for that calendar year will be increased monthly based on the relationship between the declared rate and the guaranteed rate shown on the Contract Data page.

During the first calendar year in which contract proceeds are applied to this option, the interest rate declared on January 1st of that year will be used to determine the amount of any payments after the first payment for the remainder of that calendar year.

Unless a withdrawal is made in accordance with the Withdrawal Provision set forth below, the amount of any monthly payments under this option are guaranteed not to be less than any previous monthly payment. A withdrawal under this option will result in a proportional reduction of the next payment following the withdrawal. All payments thereafter may increase if we declare an interest rate that is higher than the guaranteed rate as described above.

Death of Annuitant

If the Annuitant dies during the payment period, we will pay the balance of the payments to the payee for the remainder of that period. Unless the Owner indicates otherwise in a signed written notice received at our Customer Service Office in Good Order, the payee may elect to be paid the present value of the current dollar amount of the then remaining payments in a lump sum. The interest rate used to compute the present value of any remaining unpaid payments will be the same rate that was used to determine the first monthly annuity payment described above.

Withdrawal Provision

Under this payout option, the payee (unless the Owner indicates otherwise in a signed written notice received at our Customer Service Office in Good Order) has the right to withdraw all or a portion of the present value of the remaining payments. A withdrawal of a portion of the present value of remaining payments will result in a proportional reduction in future payments as described in the Payments of Period Certain provision above. A full withdrawal will terminate the Basic Contract.

The following conditions apply to withdrawals of a portion of the present value of remaining payments:

- the payee may not withdraw less than \$500;
- after making a withdrawal, the present value of the total remaining payments must be at least \$2,000 and each remaining monthly payment must be at least \$20; and
- one withdrawal is permitted each quarter without an administrative charge, and additional withdrawals are permitted at an administrative charge not to exceed the amount shown on the Contract Data page.

If a withdrawal request does not meet the conditions stated in the second bullet above, we will promptly attempt to contact the Owner for additional instructions. If we do not receive revised instructions that comply with the conditions stated in the second bullet above in Good Order at our Customer Service Office within five Valuation Dates of the original request, we will pay you, or the Beneficiary if you are no longer living, the present value of the remaining payments and cancel the Basic Contract.

A withdrawal of all or a portion of the present value of the remaining payments may have tax consequences and may be subject to a Contingent Deferred Sales Charge (CDSC) and annuity taxes if there were any Chargeable Premiums on the date the Accumulation Value (less any applicable annuity taxes) was applied to this payout option and there is at least one Chargeable Premium where the CDSC has not expired at the time of the withdrawal. If so, withdrawals under this payout option may be reduced by a portion of the CDSC applicable at that time.

To calculate the CDSC applicable to a withdrawal under this payout option, the following formula is applied to each Chargeable Premium that was in effect on the Annuity Commencement Date; (a) times (b) divided by (c) times (d) where:

- (a) is the CDSC that would have applied to the Chargeable Premium if the Basic Contract was surrendered on the Annuity Commencement Date less the amount of any CDSC that was previously deducted from prior withdrawals under this payment option;
- (b) is the number of whole months of any remaining unpaid payments until the date that the CDSC would have expired;
- (c) is the number of whole months remaining from the Annuity Commencement Date until the date that the CDSC would have expired; and
- (d) is the present value of remaining payments withdrawn divided by the total present value of the remaining payments.

The Free Withdrawal Amount under the Basic Contract is not available for amounts withdrawn following the Annuity Commencement Date.

Issue Date

The effective date of this endorsement is the Issue Date of the Basic Contract.

The Guardian Insurance & Annuity Company, Inc.


Secretary

ENDORSEMENT

Table of Guaranteed Annuity Rates

Payments for a Period Certain

Period Certain	ANNUITY RATES FOR THE FIRST MONTHLY ANNUITY PAYMENT PURCHASED WITH EACH \$1,000 OF PROCEEDS APPLIED
15 Years	6.195142
16 Years	5.849669
17 Years	5.545021
18 Years	5.274392
19 Years	5.032411
20 Years	4.814780
21 Years	4.618022
22 Years	4.439289
23 Years	4.276231
24 Years	4.126887
25 Years	3.989613
26 Years	3.863014
27 Years	3.745906
28 Years	3.637271
29 Years	3.536232
30 Years	3.442029

ENDORSEMENT

Annuity Payout Option – Payments for a 10 Year Period Certain

This endorsement is attached to and made part of the Basic Contract and is subject to all applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

This endorsement provides for fixed monthly annuity payments for a period of 10 years.

Definitions

Terms used in this endorsement that are not described below have the meaning ascribed in the Basic Contract to which this endorsement is attached.

Annuity Payout Option – Monthly Payments for a 10 Year Period Certain

Payments for a 10 Year Period Certain is hereby added to the Basic Contract as a payout option. If this payout option is elected, and if the Annuitant is living and the Basic Contract is in force on the Annuity Commencement Date, we will make fixed monthly payments to the payee for a period of 10 years under the terms of this endorsement. The fixed monthly payment for the duration of 10 years will be based on the then current interest rate for this option on the Annuity Commencement Date but will not be less than the amount described in the Guaranteed Monthly Payment provision below.

Death of Annuitant

If the Annuitant dies during the 10 year payment period, we will pay the balance of the payments to the payee for the remainder of that period. Unless the Owner indicates otherwise in a signed written notice received at our Customer Service Office in Good Order, the payee may elect to be paid the present value of the current dollar amount of the then remaining payments in a lump sum. The interest rate used to compute the present value of any remaining unpaid payments will be the interest rate upon which the annuity payments were calculated.

Withdrawals

No withdrawals are permitted under this option.

Guaranteed Monthly Payment

The amount of any monthly annuity payment under this option will not be less than the guaranteed amount determined by multiplying (a) by (b) where:

- (a) Is the guaranteed annuity rate shown on the Contract Data page for this option; and
- (b) is the Accumulation Value divided by 1,000.

In addition to the annuity rate, the annual interest rate used to determine the guaranteed annuity rate is also shown on the Contract Data page.

Issue Date

The effective date of this endorsement is the Issue Date of the Basic Contract.

The Guardian Insurance & Annuity Company, Inc.


Secretary



GUARDIAN®

The Guardian Insurance & Annuity Company, Inc. (GIAC)
Domiciled in Delaware

Customer Service Office: 3900 Burgess Place, Bethlehem, PA 18107

[The Guardian Investor Variable Annuity B Series]

A flexible premium deferred variable annuity

Variable Annuity Application

(See last page for mailing address)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who applies for a variable annuity. We ask you for your name, social security number, street address, date of birth and other information that will allow us to identify you. This information will be verified to ensure identity of individuals applying for ownership of a variable annuity.

Benefits under the contract being applied for that are based on the investment experience of a Separate Account are variable, may increase or decrease and are not guaranteed as to a fixed dollar amount.

I. ACCOUNT REGISTRATION

Owner Check One: Male Female Trust/Entity

Name John Doe		SS# or Tax ID# 123 45 6789	
Mailing Address 45 Main Street	City Anytown	State PA	Zip 12345
Residential Address (Required if different from mailing address or if mailing address is a P.O. Box)	City	State	Zip
Date of Birth (mm/dd/yyyy) 1 1 1970	E-mail JDoe@hotmail.com	Daytime Telephone (123) 222-3456	

Joint Owner (If any - not available on qualified contracts) Check One: Male Female

Name	SS# or Tax ID#	Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other _____	
Mailing Address	City	State	Zip
Residential Address (Required if different from mailing address or if mailing address is a P.O. Box)	City	State	Zip
Date of Birth (mm/dd/yyyy)	E-mail	Daytime Telephone	

Annuitant (Complete only if different from **Owner**, above) Check One: Male Female

Name	SS# or Tax ID#	Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other _____	
Mailing Address	City	State	Zip
Residential Address (Required if different from mailing address or if mailing address is a P.O. Box)	City	State	Zip
Date of Birth (mm/dd/yyyy)	E-mail	Daytime Telephone	

Contingent Annuitant (Optional - not available if owner is a trust/entity) Check One: Male Female

Name	SS# or Tax ID#		
Mailing Address	City	State	Zip
Residential Address (Required if different from mailing address or if mailing address is a P.O. Box)	City	State	Zip
Date of Birth (mm/dd/yyyy)	E-mail	Daytime Telephone	



EB-01539010080101

2. CONTRACT TYPE Check either Non-Qualified or one of the Qualified Contract Types: _____

- Non-Qualified (NQ)
 Traditional IRA
 Rollover Traditional IRA
 Roth IRA
 Roth Conversion IRA
 Rollover Roth IRA
 SEP IRA
 Inherited Traditional IRA*
 Inherited Roth IRA*
 401(k)
 SIMPLE IRA**
 Custodial IRA
 401(a) _____
 Other _____
 (Please indicate type of qualified plan)

* Complete Inherited IRA Supplement
 ** Complete SIMPLE IRA Summary Agreement

3. BENEFICIARY _____

If more than one primary or contingent beneficiary is selected, please indicate the percentage share of each beneficiary below in whole %. The percentage allocated to primary and contingent beneficiaries must each add up to 100%. Attach a separate sheet if necessary, signed and dated.

Primary Beneficiary Name Jane Doe		Relationship to Owner spouse	% 100	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	SS# or Tax ID# 789 67 4321
Residential Address (No P.O. Boxes, please) 45 Main Street		City Anytown	State PA	Zip 12345	Date of Birth (mm/dd/yyyy) 1/15/68
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name	Relationship to Owner	%	<input type="checkbox"/> Male <input type="checkbox"/> Female	SS# or Tax ID#
Residential Address (No P.O. Boxes, please)		City	State	Zip	Date of Birth (mm/dd/yyyy)
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name	Relationship to Owner	%	<input type="checkbox"/> Male <input type="checkbox"/> Female	SS# or Tax ID#
Residential Address (No P.O. Boxes, please)		City	State	Zip	Date of Birth (mm/dd/yyyy)
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name	Relationship to Owner	%	<input type="checkbox"/> Male <input type="checkbox"/> Female	SS# or Tax ID#
Residential Address (No P.O. Boxes, please)		City	State	Zip	Date of Birth (mm/dd/yyyy)

4. PURCHASE PAYMENT INSTRUCTIONS _____

Initial Premium Payment: \$_____. (Minimum of \$5,000 for non-qualified contracts/\$2,000 for qualified contracts.)

- Payment Method:
 1035 Exchange
 Rollover / Transfer
 Wire
 Check (payable to The Guardian Insurance & Annuity Company, Inc.)
 Other _____

I wish to be billed for my subsequent premium payments of \$_____ on the following schedule:

- Monthly
 Quarterly
 Semi-annually
 Annually



EB-01539010080102

5. OPTIONAL RIDERS

(See prospectus for a description of the riders and annual charges. Riders are subject to state availability.)

DEATH BENEFITS

- Highest Anniversary Value Death Benefit**
- Earnings Benefit**

LIVING BENEFITS

Guaranteed Lifetime Withdrawal Benefit (Cannot be selected if Dollar Cost Averaging (Section 7) or Automatic Rebalancing (Section 8) is elected. If you choose this option, do not complete Sections 6, 7 or 8.)

I elect the **Optional Death Benefit provided by the Guaranteed Lifetime Withdrawal Benefit**

Check one box in each of A, B and C.

A. Choose One Option: **[Guardian Target 300]** **[Guardian Target 200]** **[Guardian Target Now]**

B. Choose One Version: **Single Life** **Spousal**

C. Choose One Allocation Model: **Conservative** **Moderate** **Aggressive**
(40% Equity/60% Fixed Income) (60% Equity/40% Fixed Income) (80% Equity/20% Fixed Income)

CONSERVATIVE 40/60 MODEL	MODERATE 60/40 MODEL	AGGRESSIVE 80/20 MODEL
Equity	Equity	Equity
RS Core Equity VIP Series 8 %	RS Core Equity VIP Series 11 %	RS Core Equity VIP Series 16 %
Pioneer Cullen Value VCT Portfolio 6 %	Pioneer Cullen Value VCT Portfolio 8 %	Pioneer Cullen Value VCT Portfolio 11 %
Evergreen VA International Equity Fund 5 %	Evergreen VA International Equity Fund 5 %	Evergreen VA International Equity Fund 8 %
BlackRock Large Cap Core V.I. Fund 4 %	Fidelity VIP Contrafund Portfolio 5 %	Fidelity VIP Contrafund Portfolio 7 %
Pioneer Mid Cap Value VCT Portfolio 4 %	Pioneer Mid Cap Value VCT Portfolio 5 %	Fidelity VIP Mid Cap Portfolio 6 %
Fidelity VIP Contrafund Portfolio 3 %	BlackRock Large Cap Core V.I. Fund 4 %	Pioneer Mid Cap Value VCT Portfolio 6 %
Fidelity VIP Mid Cap Portfolio 3 %	Fidelity VIP Mid Cap Portfolio 4 %	BlackRock Large Cap Core V.I. Fund 5 %
Oppenheimer Capital Appreciation Fund/VA 3 %	Oppenheimer Capital Appreciation Fund/VA 4 %	Oppenheimer Capital Appreciation Fund/VA 5 %
Columbia Small Cap Value Fund, Variable Series 2 %	Oppenheimer Main Street Small Cap Fund/VA 4 %	Oppenheimer Main Street Small Cap Fund/VA 5 %
Oppenheimer Main Street Small Cap Fund/VA 2 %	AllianceBernstein VPS International Value Fund 2 %	AllianceBernstein VPS International Value Fund 3 %
	Columbia Small Cap Value Fund, Variable Series 2 %	Columbia Small Cap Value Fund, Variable Series 2 %
Fixed Income	Franklin Small Cap Value Securities Fund 2 %	Franklin Small Cap Value Securities Fund 2 %
Oppenheimer Strategic Bond Fund/VA 15 %	MFS Utilities Series 2 %	MFS Utilities Series 2 %
PIMCO Total Return Portfolio 13 %	Seligman Communications & Information Portfolio 2 %	Seligman Communications & Information Portfolio 2 %
RS Investment Quality Bond VIP Series 13 %		
Franklin US Government Securities Fund 10 %	Fixed Income	Fixed Income
RS Low Duration Bond VIP Series 9 %	Oppenheimer Strategic Bond Fund/VA 10 %	Oppenheimer Strategic Bond Fund/VA 5 %
	RS Investment Quality Bond VIP Series 9 %	RS Investment Quality Bond VIP Series 5 %
	PIMCO Total Return Portfolio 8 %	PIMCO Total Return Portfolio 4 %
	Franklin US Government Securities Fund 7 %	Franklin US Government Securities Fund 3 %
	RS Low Duration Bond VIP Series 6 %	RS Low Duration Bond VIP Series 3 %



If you have NOT elected
Guaranteed Lifetime Withdrawal Benefit
complete Section 6, below.

If you have elected
Guaranteed Lifetime Withdrawal Benefit,
skip to Section 9.

6. INVESTMENT ALLOCATION INSTRUCTIONS

Payment Allocation for Contracts WITHOUT Guaranteed Lifetime Withdrawal Benefit

Indicate how you would like to allocate your initial premium payment and future payments. You may allocate your premium in a maximum of 20 allocation options. Whole percentages only; no fractions.

FIXED-RATE OPTION

_____ % Fixed-Rate Option

RS INVESTMENTS

_____ % RS Core Equity VIP Series

_____ % RS Emerging Markets VIP Series

_____ % RS Equity Dividend VIP Series

_____ % RS Global Natural Resources VIP Series

_____ % RS High Yield Bond VIP Series

_____ % RS International Growth VIP Series

_____ % RS Investment Quality Bond VIP Series

_____ % RS Large Cap Value VIP Series

_____ % RS Low Duration Bond VIP Series

_____ % RS MidCap Opportunities VIP Series

_____ % RS Money Market VIP Series

_____ % RS Partners VIP Series

_____ % RS S&P 500 Index VIP Series

_____ % RS Small Cap Core Equity VIP Series

_____ % RS Value VIP Series

INVESCO AIM

_____ % AIM V.I. Core Equity Fund

_____ % AIM V.I. Global Real Estate Fund

_____ % AIM V.I. Mid Cap Core Equity Fund

ALGER

_____ % Alger American Capital Appreciation Portfolio

ALLIANCE BERNSTEIN

_____ % AllianceBernstein International Value Portfolio

BLACKROCK

_____ % BlackRock Global Allocation V.I. Fund

_____ % BlackRock Large Cap Core V.I. Fund

_____ % BlackRock Large Cap Value V.I. Fund

COLUMBIA

_____ % Columbia Asset Allocation Fund, Variable Series

_____ % Columbia Marsico 21st Century Fund, Variable Series

_____ % Columbia Marsico Growth Fund, Variable Series

_____ % Columbia Small Cap Value Fund, Variable Series

_____ % Columbia Small Company Growth Fund, Variable Series

DAVIS

_____ % Davis Financial Portfolio

EVERGREEN

_____ % Evergreen VA International Equity Fund

_____ % Evergreen VA Special Values Fund

FIDELITY

_____ % Fidelity VIP Contrafund Portfolio

_____ % Fidelity VIP Investment Grade Bond Portfolio

_____ % Fidelity VIP Mid Cap Portfolio

_____ % Fidelity VIP Overseas Portfolio

FRANKLIN TEMPLETON

_____ % Franklin Income Securities Fund

_____ % Franklin Small Cap Value Securities Fund

_____ % Franklin U.S. Government Securities Fund

_____ % Mutual Shares Securities Fund

_____ % Templeton Global Income Securities Fund

_____ % Templeton Growth Securities Fund

MFS

_____ % MFS Growth Series

_____ % MFS New Discovery Series

_____ % MFS Total Return Series

_____ % MFS Utilities Series

_____ % MFS Value Series

OPPENHEIMER

_____ % Oppenheimer Capital Appreciation Fund/VA

_____ % Oppenheimer International Growth Fund/VA

_____ % Oppenheimer Main Street Small Cap Fund/VA

_____ % Oppenheimer Strategic Bond Fund/VA

PIMCO

_____ % PIMCO Low Duration Portfolio

_____ % PIMCO Real Return Portfolio

_____ % PIMCO Total Return Portfolio

PIONEER

_____ % Pioneer Cullen Value VCT Portfolio

_____ % Pioneer Equity Income VCT Portfolio

_____ % Pioneer Fund VCT Portfolio

_____ % Pioneer Mid Cap Value VCT Portfolio

SELIGMAN

_____ % Seligman Communications and Information Portfolio

VALUE LINE

_____ % Value Line Strategic Asset Management Trust

VAN KAMPEN

_____ % Van Kampen UIF U.S. Mid Cap Value Portfolio

_____ % **TOTAL (must equal 100%)**



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7. DOLLAR COST AVERAGING ELECTION (OPTIONAL)

The Dollar Cost Averaging programs are not available if the Guaranteed Lifetime Withdrawal Benefit is elected.

Check One: I elect **Dollar Cost Averaging PLUS.** (Please complete Section 7A and 7C.)
 I elect **Standard Dollar Cost Averaging.** (Please complete Section 7B and 7C.)

7A : Dollar Cost Averaging PLUS **Note: The duration of this program may not continue beyond the Annuity Commencement Date.**

Choose one of the following exchange options.

- 6 Transfer Option** (\$5,000 Minimum Program Balance)
 12 Transfer Option (\$5,000 Minimum Program Balance)

7B : Standard Dollar Cost Averaging **Note: The duration selection may not continue beyond the Annuity Commencement Date.**

Choose one of the following monthly exchanges.

RS Money Market VIP Series

- 12 Months (\$10,000 Minimum Program Balance)
 24 Months (\$20,000 Minimum Program Balance)
 36 Months (\$20,000 Minimum Program Balance)

Fixed-Rate Option

- 36 Months (\$20,000 Minimum Program Balance)

7C : Variable Account Allocations Please indicate below the destination fund(s) and the percentage that you would like to transfer each month. **Note:** You cannot select the Fixed-Rate Option as a destination fund below in either of the DCA programs if you are transferring money from the Fixed-Rate Option. Also, You cannot select the RS Money Market VIP Series as a destination fund below if you elected the RS Money Market VIP Series in Section 7B. You can only invest in a maximum of 20 options at one time (this includes the required Fixed-Rate Option or RS Money Market VIP Series).

RS Core Equity VIP Series	_____ %	Evergreen VA International Equity Fund	_____ %
RS Emerging Markets VIP Series	_____ %	Evergreen VA Special Values Fund	_____ %
RS Equity Dividend VIP Series	_____ %	Fidelity VIP Contrafund Portfolio	_____ %
RS Global Natural Resources VIP Series	_____ %	Fidelity VIP Investment Grade Bond Portfolio	_____ %
RS High Yield Bond VIP Series	_____ %	Fidelity VIP Mid Cap Portfolio	_____ %
RS International Growth VIP Series	_____ %	Fidelity VIP Overseas Portfolio	_____ %
RS Investment Quality Bond VIP Series	_____ %	Franklin Income Securities Fund	_____ %
RS Large Cap Value VIP Series	_____ %	Franklin Small Cap Value Securities Fund	_____ %
RS Low Duration Bond VIP Series	_____ %	Franklin U.S. Government Securities Fund	_____ %
RS MidCap Opportunities VIP Series	_____ %	Mutual Shares Securities Fund	_____ %
RS Money Market VIP Series (from Fixed-Rate Option Only)	_____ %	Templeton Global Income Securities Fund	_____ %
RS Partners VIP Series	_____ %	Templeton Growth Securities Fund	_____ %
RS S&P 500 Index VIP Series	_____ %	MFS Growth Series	_____ %
RS Small Cap Core Equity VIP Series	_____ %	MFS Utilities Series	_____ %
RS Value VIP Series	_____ %	MFS Value Series	_____ %
Fixed-Rate Option (from RS Money Market VIP Series Only)	_____ %	Oppenheimer Capital Appreciation Fund/VA	_____ %
AIM V.I. Core Equity Fund	_____ %	Oppenheimer International Growth Fund/VA	_____ %
AIM V.I. Global Real Estate Fund	_____ %	Oppenheimer Main Street Small Cap Fund/VA	_____ %
AIM V.I. Mid Cap Core Equity Fund	_____ %	Oppenheimer Strategic Bond Fund/VA	_____ %
Alger American Capital Appreciation Portfolio	_____ %	PIMCO Low Duration Portfolio	_____ %
AllianceBernstein VPS International Value Portfolio	_____ %	PIMCO Real Return Portfolio	_____ %
BlackRock Global Allocation V.I. Fund	_____ %	PIMCO Total Return Portfolio	_____ %
BlackRock Large Cap Core V.I. Fund	_____ %	Pioneer Cullen Value VCT Portfolio	_____ %
BlackRock Large Cap Value V.I. Fund	_____ %	Pioneer Equity Income VCT Portfolio	_____ %
Columbia Asset Allocation Fund, Variable Series	_____ %	Pioneer Fund VCT Portfolio	_____ %
Columbia Small Cap Value Fund, Variable Series	_____ %	Pioneer Mid Cap Value VCT Portfolio	_____ %
Columbia Small Company Growth Fund, Variable Series	_____ %	Seligman Communications and Information Portfolio	_____ %
Columbia Marsico 21 st Century Fund, Variable Series	_____ %	Value Line Strategic Asset Management Trust	_____ %
Columbia Marsico Growth Fund, Variable Series	_____ %	Van Kampen UIF U.S. Mid Cap Value Portfolio	_____ %
Davis Financial Portfolio	_____ %	Total:	_____ %

8. AUTOMATIC PORTFOLIO REBALANCING (OPTIONAL)

Automatic portfolio rebalancing will be made in accordance with your future purchase payment investment allocation instructions in Section 6.

Please note the following: (1) the minimum beginning balance is \$10,000; (2) rebalancing is not available if the Guaranteed Lifetime Withdrawal Benefit or Dollar Cost Averaging is elected; (3) your contract values will automatically be rebalanced on the last business day of each calendar quarter if the percentage allocated to one or more variable investment options has risen or fallen by 5% or more since the previous quarter-end in relation to the allocation percentage; and (4) automatic portfolio rebalancing is for variable investment options only; not the Fixed-Rate Option.

Check the box on the right to authorize Automatic Portfolio Rebalancing: I elect **Automatic Portfolio Rebalancing.**



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9. TELEPHONE CHANGE AUTHORIZATION (OPTIONAL)

If you do not complete this section, you will not be able to make transfers/changes via telephone. In order to authorize telephone instructions, you must select a Personal Security Code and check the box below.

Select any 5-digit number as your Personal Security Code:

Please keep this number in a safe place for future reference.

By selecting a Personal Security Code, I authorize the Company to accept telephone instructions for transfers among investment options, for changes in future payment allocations, and for address changes.

If you have elected the Guaranteed Lifetime Withdrawal Benefit, you may only make transfers from one allocation model to another; you are allowed one such transfer per quarter.

10. STATEMENT OF ADDITIONAL INFORMATION (OPTIONAL)

Please send me a copy of the Statement of Additional Information to the prospectus.

11. REPLACEMENT INFORMATION (REQUIRED)

IMPORTANT - THIS SECTION MUST BE COMPLETED IN FULL

Do you have an existing life insurance policy or annuity contract? Yes No

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy? Yes No

If you answer "Yes" to either question, please consult the state's replacement rules and complete any required replacement forms. Also, please provide the information below on all contracts or policies to be replaced (Attach a separate sheet if necessary):

Insurer Name	Owner Name	Contract/Policy #
--------------	------------	-------------------

12. SIGNATURES (REQUIRED)

Owner Signature

FOR RESIDENTS OF ARKANSAS, KENTUCKY, LOUISIANA, NEW MEXICO, 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 purpose 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.

FOR RESIDENTS OF COLORADO: 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 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.

FOR RESIDENTS OF DISTRICT OF COLUMBIA (WASHINGTON D.C.), MAINE, TENNESSEE, VIRGINIA, AND STATE OF WASHINGTON:

It is a crime to knowingly provide false, incomplete or misleading information to any insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

FOR RESIDENTS OF MARYLAND: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information

in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FOR RESIDENTS OF NEW JERSEY: Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FOR RESIDENTS OF OKLAHOMA: 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.

As owner of this annuity, I represent the following: (1) To the best of my knowledge and belief, all statements in this application are complete and true and were correctly recorded; (2) **I AM IN RECEIPT OF THE CURRENT PROSPECTUS FOR THIS ANNUITY CONTRACT;** (3) I understand that all values provided by the contract being applied for that are based on the investment experience of a separate account are variable, may increase or decrease and are not guaranteed as to dollar amount. (4) I understand that the contract applied for will not begin until the later of: (a) contract issue, or (b) GIAC's receipt of the first contract premium; and (5) I understand that GIAC has the unilateral right to determine if any contract can be issued and that only GIAC can waive or modify any terms of this application or any GIAC contract requirements. **Under penalties of perjury, I certify that I am not subject to backup withholding and my correct Social Security or Taxpayer ID# is given above.**

Signature of Owner <i>John Doe</i>		Signature of Joint Owner (if any)	
Signed at City Anytown	State PA	Date 07/01/08	



EB-01539010080106

13. AGENT / REGISTERED REPRESENTATIVE SIGNATURE (REQUIRED)

As Agent/Registered Representative, I certify witnessing the owner(s) signature(s) on this application and that the answer to the following questions are true to the best of my knowledge and belief.

- Does this applicant have an existing life insurance policy or annuity contract? Yes No
- Does this contract replace any existing annuity contract or life insurance policy? Yes No

Signature of Agent/Registered Representative <i>Jack Smith</i>		Print Name of Broker/Dealer			
Print Name of Agent/Registered Representative		Dealer Branch Office Street Address			
E-mail	Branch No./R.R. No.	Branch Office	City	State	Zip
State License # (For Florida Agents Only)		Tel.	Fax		
Print Name of Co-Agent/Registered Representative (If any)		<p>Note: Please include each agent/representative's full name and R.R. No. and commission split (if applicable). We cannot process team codes.</p>			
E-mail	Branch No./R.R. No.				
State License # (For Florida Agents Only)					

AGENT / REGISTERED REPRESENTATIVE USE ONLY (SELECT ONE): **OPTION A - NO TRAIL** **OPTION B - TRAIL**

<p>Send completed application and check (payable to The Guardian Insurance & Annuity Company, Inc.) to:</p>	<p>Regular Mail: The Guardian Insurance & Annuity Company, Inc. Variable Annuity Administration P.O. Box 26210 Lehigh Valley, PA 18002-6210</p>	<p>Express Mail: The Guardian Insurance & Annuity Company, Inc. Variable Annuity Administration 3900 Burgess Place Bethlehem, PA 18017</p>
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This space for use of GIAC



EB-01539010080107



GUARDIAN®

The Guardian Insurance & Annuity Company, Inc. (GIAC)
Domiciled in Delaware

Customer Service Office: 3900 Burgess Place, Bethlehem, PA 18107

[The Guardian Investor Variable Annuity L Series]

A flexible premium deferred variable annuity

Variable Annuity Application

(See last page for mailing address)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who applies for a variable annuity. We ask you for your name, social security number, street address, date of birth and other information that will allow us to identify you. This information will be verified to ensure identity of individuals applying for ownership of a variable annuity.

Benefits under the contract being applied for that are based on the investment experience of a Separate Account are variable, may increase or decrease and are not guaranteed as to a fixed dollar amount.

I. ACCOUNT REGISTRATION

Owner Check One: Male Female Trust/Entity

Name John Doe		SS# or Tax ID# 123 45 6789	
Mailing Address 45 Main Street	City Anytown	State PA	Zip 12345
Residential Address (Required if different from mailing address or if mailing address is a P.O. Box)	City	State	Zip
Date of Birth (mm/dd/yyyy) 1 1 1970	E-mail JDoe@hotmail.com	Daytime Telephone (123) 222-3456	

Joint Owner (If any - not available on qualified contracts) Check One: Male Female

Name	SS# or Tax ID#	Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other _____	
Mailing Address	City	State	Zip
Residential Address (Required if different from mailing address or if mailing address is a P.O. Box)	City	State	Zip
Date of Birth (mm/dd/yyyy)	E-mail	Daytime Telephone	

Annuitant (Complete only if different from Owner, above) Check One: Male Female

Name	SS# or Tax ID#	Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other _____	
Mailing Address	City	State	Zip
Residential Address (Required if different from mailing address or if mailing address is a P.O. Box)	City	State	Zip
Date of Birth (mm/dd/yyyy)	E-mail	Daytime Telephone	

Contingent Annuitant (Optional - not available if owner is a trust/entity) Check One: Male Female

Name	SS# or Tax ID#		
Mailing Address	City	State	Zip
Residential Address (Required if different from mailing address or if mailing address is a P.O. Box)	City	State	Zip
Date of Birth (mm/dd/yyyy)	E-mail	Daytime Telephone	



EB-01538910080101

2. CONTRACT TYPE Check either Non-Qualified or one of the Qualified Contract Types: _____

- Non-Qualified (NQ)
 Traditional IRA
 Rollover Traditional IRA
 Roth IRA
 Roth Conversion IRA
 Rollover Roth IRA
 SEP IRA
 Inherited Traditional IRA*
 Inherited Roth IRA*
 401(k)
 SIMPLE IRA**
 Custodial IRA
 401(a) _____
 Other _____
 (Please indicate type of qualified plan)

* Complete Inherited IRA Supplement
 ** Complete SIMPLE IRA Summary Agreement

3. BENEFICIARY _____

If more than one primary or contingent beneficiary is selected, please indicate the percentage share of each beneficiary below in whole %. The percentage allocated to primary and contingent beneficiaries must each add up to 100%. Attach a separate sheet if necessary, signed and dated.

Primary Beneficiary Name Jane Doe		Relationship to Owner spouse	% 100	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	SS# or Tax ID# 789 67 4321
Residential Address (No P.O. Boxes, please) 45 Main Street		City Anytown	State PA	Zip 12345	Date of Birth (mm/dd/yyyy) 1/15/68
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name	Relationship to Owner	%	<input type="checkbox"/> Male <input type="checkbox"/> Female	SS# or Tax ID#
Residential Address (No P.O. Boxes, please)		City	State	Zip	Date of Birth (mm/dd/yyyy)
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name	Relationship to Owner	%	<input type="checkbox"/> Male <input type="checkbox"/> Female	SS# or Tax ID#
Residential Address (No P.O. Boxes, please)		City	State	Zip	Date of Birth (mm/dd/yyyy)
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Name	Relationship to Owner	%	<input type="checkbox"/> Male <input type="checkbox"/> Female	SS# or Tax ID#
Residential Address (No P.O. Boxes, please)		City	State	Zip	Date of Birth (mm/dd/yyyy)

4. PURCHASE PAYMENT INSTRUCTIONS _____

Initial Premium Payment: \$_____. (Minimum of \$10,000 for non-qualified contracts/\$2,000 for qualified contracts.)

- Payment Method:
 1035 Exchange
 Rollover / Transfer
 Wire
 Check (payable to The Guardian Insurance & Annuity Company, Inc.)
 Other _____

I wish to be billed for my subsequent premium payments of \$_____ on the following schedule:

- Monthly
 Quarterly
 Semi-annually
 Annually



EB-01538910080102

If you have **NOT** elected
Guaranteed Lifetime Withdrawal Benefit
complete Section 6, below.

If you have elected
Guaranteed Lifetime Withdrawal Benefit,
skip to Section 9.

6. INVESTMENT ALLOCATION INSTRUCTIONS

Payment Allocation for Contracts **WITHOUT** Guaranteed Lifetime Withdrawal Benefit

Indicate how you would like to allocate your initial premium payment and future payments. You may allocate your premium in a maximum of 20 allocation options. Whole percentages only; no fractions.

FIXED-RATE OPTION

_____ % Fixed-Rate Option

RS INVESTMENTS

_____ % RS Core Equity VIP Series

_____ % RS Emerging Markets VIP Series

_____ % RS Equity Dividend VIP Series

_____ % RS Global Natural Resources VIP Series

_____ % RS High Yield Bond VIP Series

_____ % RS International Growth VIP Series

_____ % RS Investment Quality Bond VIP Series

_____ % RS Large Cap Value VIP Series

_____ % RS Low Duration Bond VIP Series

_____ % RS MidCap Opportunities VIP Series

_____ % RS Money Market VIP Series

_____ % RS Partners VIP Series

_____ % RS S&P 500 Index VIP Series

_____ % RS Small Cap Core Equity VIP Series

_____ % RS Value VIP Series

INVESCO AIM

_____ % AIM V.I. Core Equity Fund

_____ % AIM V.I. Global Real Estate Fund

_____ % AIM V.I. Mid Cap Core Equity Fund

ALGER

_____ % Alger American Capital Appreciation Portfolio

ALLIANCE BERNSTEIN

_____ % AllianceBernstein International Value Portfolio

BLACKROCK

_____ % BlackRock Global Allocation V.I. Fund

_____ % BlackRock Large Cap Core V.I. Fund

_____ % BlackRock Large Cap Value V.I. Fund

COLUMBIA

_____ % Columbia Asset Allocation Fund, Variable Series

_____ % Columbia Marsico 21st Century Fund, Variable Series

_____ % Columbia Marsico Growth Fund, Variable Series

_____ % Columbia Small Cap Value Fund, Variable Series

_____ % Columbia Small Company Growth Fund, Variable Series

DAVIS

_____ % Davis Financial Portfolio

EVERGREEN

_____ % Evergreen VA International Equity Fund

_____ % Evergreen VA Special Values Fund

FIDELITY

_____ % Fidelity VIP Contrafund Portfolio

_____ % Fidelity VIP Investment Grade Bond Portfolio

_____ % Fidelity VIP Mid Cap Portfolio

_____ % Fidelity VIP Overseas Portfolio

FRANKLIN TEMPLETON

_____ % Franklin Income Securities Fund

_____ % Franklin Small Cap Value Securities Fund

_____ % Franklin U.S. Government Securities Fund

_____ % Mutual Shares Securities Fund

_____ % Templeton Global Income Securities Fund

_____ % Templeton Growth Securities Fund

MFS

_____ % MFS Growth Series

_____ % MFS New Discovery Series

_____ % MFS Total Return Series

_____ % MFS Utilities Series

_____ % MFS Value Series

OPPENHEIMER

_____ % Oppenheimer Capital Appreciation Fund/VA

_____ % Oppenheimer International Growth Fund/VA

_____ % Oppenheimer Main Street Small Cap Fund/VA

_____ % Oppenheimer Strategic Bond Fund/VA

PIMCO

_____ % PIMCO Low Duration Portfolio

_____ % PIMCO Real Return Portfolio

_____ % PIMCO Total Return Portfolio

PIONEER

_____ % Pioneer Cullen Value VCT Portfolio

_____ % Pioneer Equity Income VCT Portfolio

_____ % Pioneer Fund VCT Portfolio

_____ % Pioneer Mid Cap Value VCT Portfolio

SELIGMAN

_____ % Seligman Communications and Information Portfolio

VALUE LINE

_____ % Value Line Strategic Asset Management Trust

VAN KAMPEN

_____ % Van Kampen UIF U.S. Mid Cap Value Portfolio

_____ % **TOTAL (must equal 100%)**



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7. DOLLAR COST AVERAGING ELECTION (OPTIONAL)

The Dollar Cost Averaging programs are not available if the Guaranteed Lifetime Withdrawal Benefit is elected.

Check One: I elect **Dollar Cost Averaging PLUS.** (Please complete Section 7A and 7C.)
 I elect **Standard Dollar Cost Averaging.** (Please complete Section 7B and 7C.)

7A : Dollar Cost Averaging PLUS **Note: The duration of this program may not continue beyond the Annuity Commencement Date.**

Choose one of the following exchange options. **6 Transfer Option** (\$5,000 Minimum Program Balance)
 12 Transfer Option (\$5,000 Minimum Program Balance)

7B : Standard Dollar Cost Averaging **Note: The duration selection may not continue beyond the Annuity Commencement Date.**

Choose one of the following monthly exchanges.

RS Money Market VIP Series

Fixed-Rate Option

- 12 Months (\$10,000 Minimum Program Balance)
- 24 Months (\$20,000 Minimum Program Balance)
- 36 Months (\$20,000 Minimum Program Balance)
- 36 Months (\$20,000 Minimum Program Balance)

7C : Variable Account Allocations Please indicate below the destination fund(s) and the percentage that you would like to transfer each month. **Note: You cannot select the Fixed-Rate Option as a destination fund below in either of the DCA programs if you are transferring money from the Fixed-Rate Option. Also, You cannot select the RS Money Market VIP Series as a destination fund below if you elected the RS Money Market VIP Series in Section 7B.** You can only invest in a maximum of 20 options at one time (this includes the required Fixed-Rate Option or RS Money Market VIP Series).

RS Core Equity VIP Series	_____ %	Evergreen VA International Equity Fund	_____ %
RS Emerging Markets VIP Series	_____ %	Evergreen VA Special Values Fund	_____ %
RS Equity Dividend VIP Series	_____ %	Fidelity VIP Contrafund Portfolio	_____ %
RS Global Natural Resources VIP Series	_____ %	Fidelity VIP Investment Grade Bond Portfolio	_____ %
RS High Yield Bond VIP Series	_____ %	Fidelity VIP Mid Cap Portfolio	_____ %
RS International Growth VIP Series	_____ %	Fidelity VIP Overseas Portfolio	_____ %
RS Investment Quality Bond VIP Series	_____ %	Franklin Income Securities Fund	_____ %
RS Large Cap Value VIP Series	_____ %	Franklin Small Cap Value Securities Fund	_____ %
RS Low Duration Bond VIP Series	_____ %	Franklin U.S. Government Securities Fund	_____ %
RS MidCap Opportunities VIP Series	_____ %	Mutual Shares Securities Fund	_____ %
RS Money Market VIP Series (from Fixed-Rate Option Only)	_____ %	Templeton Global Income Securities Fund	_____ %
RS Partners VIP Series	_____ %	Templeton Growth Securities Fund	_____ %
RS S&P 500 Index VIP Series	_____ %	MFS Growth Series	_____ %
RS Small Cap Core Equity VIP Series	_____ %	MFS Utilities Series	_____ %
RS Value VIP Series	_____ %	MFS Value Series	_____ %
Fixed-Rate Option (from RS Money Market VIP Series Only)	_____ %	Oppenheimer Capital Appreciation Fund/VA	_____ %
AIM V.I. Core Equity Fund	_____ %	Oppenheimer International Growth Fund/VA	_____ %
AIM V.I. Global Real Estate Fund	_____ %	Oppenheimer Main Street Small Cap Fund/VA	_____ %
AIM V.I. Mid Cap Core Equity Fund	_____ %	Oppenheimer Strategic Bond Fund/VA	_____ %
Alger American Capital Appreciation Portfolio	_____ %	PIMCO Low Duration Portfolio	_____ %
AllianceBernstein VPS International Value Portfolio	_____ %	PIMCO Real Return Portfolio	_____ %
BlackRock Global Allocation V.I. Fund	_____ %	PIMCO Total Return Portfolio	_____ %
BlackRock Large Cap Core V.I. Fund	_____ %	Pioneer Cullen Value VCT Portfolio	_____ %
BlackRock Large Cap Value V.I. Fund	_____ %	Pioneer Equity Income VCT Portfolio	_____ %
Columbia Asset Allocation Fund, Variable Series	_____ %	Pioneer Fund VCT Portfolio	_____ %
Columbia Small Cap Value Fund, Variable Series	_____ %	Pioneer Mid Cap Value VCT Portfolio	_____ %
Columbia Small Company Growth Fund, Variable Series	_____ %	Seligman Communications and Information Portfolio	_____ %
Columbia Marsico 21 st Century Fund, Variable Series	_____ %	Value Line Strategic Asset Management Trust	_____ %
Columbia Marsico Growth Fund, Variable Series	_____ %	Van Kampen UIF U.S. Mid Cap Value Portfolio	_____ %
Davis Financial Portfolio	_____ %	Total:	_____ %

8. AUTOMATIC PORTFOLIO REBALANCING (OPTIONAL)

Automatic portfolio rebalancing will be made in accordance with your future purchase payment investment allocation instructions in Section 6.

Please note the following: (1) the minimum beginning balance is \$10,000; (2) rebalancing is not available if the Guaranteed Lifetime Withdrawal Benefit or Dollar Cost Averaging is elected; (3) your contract values will automatically be rebalanced on the last business day of each calendar quarter if the percentage allocated to one or more variable investment options has risen or fallen by 5% or more since the previous quarter-end in relation to the allocation percentage; and (4) automatic portfolio rebalancing is for variable investment options only; not the Fixed-Rate Option.

Check the box on the right to authorize Automatic Portfolio Rebalancing: I elect **Automatic Portfolio Rebalancing.**



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9. TELEPHONE CHANGE AUTHORIZATION (OPTIONAL)

If you do not complete this section, you will not be able to make certain changes via telephone. In order to authorize telephone instructions, you must select a Personal Security Code and check the box below.

Select any 5-digit number as your Personal Security Code:

Please keep this number in a safe place for future reference.

By selecting a Personal Security Code, I authorize the Company to accept telephone instructions for transfers among investment options, for changes in future payment allocations, and for address changes.

If you have elected the Guaranteed Lifetime Withdrawal Benefit, you may only make transfers from one allocation model to another; you are allowed one such transfer per quarter.

10. STATEMENT OF ADDITIONAL INFORMATION (OPTIONAL)

Please send me a copy of the Statement of Additional Information to the prospectus.

11. REPLACEMENT INFORMATION (REQUIRED)

IMPORTANT - THIS SECTION MUST BE COMPLETED IN FULL

Do you have an existing life insurance policy or annuity contract? Yes No

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy? Yes No

If you answer "Yes" to either question, please consult the state's replacement rules and complete any required replacement forms. Also, please provide the information below on all contracts or policies to be replaced (Attach a separate sheet if necessary):

Insurer Name	Owner Name	Contract/Policy #
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12. SIGNATURES (REQUIRED)

Owner Signature

FOR RESIDENTS OF ARKANSAS, KENTUCKY, LOUISIANA, NEW MEXICO, 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 purpose 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.

FOR RESIDENTS OF COLORADO: 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 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.

FOR RESIDENTS OF DISTRICT OF COLUMBIA (WASHINGTON D.C.), MAINE, TENNESSEE, VIRGINIA, AND STATE OF WASHINGTON:

It is a crime to knowingly provide false, incomplete or misleading information to any insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

FOR RESIDENTS OF MARYLAND: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information

in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FOR RESIDENTS OF NEW JERSEY: Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FOR RESIDENTS OF OKLAHOMA: 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.

As owner of this annuity, I represent the following: (1) To the best of my knowledge and belief, all statements in this application are complete and true and were correctly recorded; (2) **I AM IN RECEIPT OF THE CURRENT PROSPECTUS FOR THIS ANNUITY CONTRACT;** (3) I understand that all values provided by the contract being applied for that are based on the investment experience of a separate account are variable, may increase or decrease and are not guaranteed as to dollar amount. (4) I understand that the contract applied for will not begin until the later of: (a) contract issue, or (b) GIAC's receipt of the first contract premium; and (5) I understand that GIAC has the unilateral right to determine if any contract can be issued and that only GIAC can waive or modify any terms of this application or any GIAC contract requirements. **Under penalties of perjury, I certify that I am not subject to backup withholding and my correct Social Security or Taxpayer ID# is given above.**

Signature of Owner <i>John Doe</i>		Signature of Joint Owner (if any)	
Signed at City Anytown	State PA	Date 07/01/08	



EB-01538910080106

13. AGENT / REGISTERED REPRESENTATIVE SIGNATURE (REQUIRED)

As Agent/Registered Representative, I certify witnessing the owner(s) signature(s) on this application and that the answer to the following questions are true to the best of my knowledge and belief.

- Does this applicant have an existing life insurance policy or annuity contract? Yes No
- Does this contract replace any existing annuity contract or life insurance policy? Yes No

Signature of Agent/Registered Representative <i>Jack Smith</i>		Print Name of Broker/Dealer			
Print Name of Agent/Registered Representative		Dealer Branch Office Street Address			
E-mail	Branch No./R.R. No.	Branch Office	City	State	Zip
State License # (For Florida Agents Only)		Tel.	Fax		
Print Name of Co-Agent/Registered Representative (If any)					
E-mail	Branch No./R.R. No.	Note: Please include each agent/representative's full name and R.R. No. and commission split (if applicable). We cannot process team codes.			
State License # (For Florida Agents Only)					

AGENT / REGISTERED REPRESENTATIVE USE ONLY (SELECT ONE): **OPTION A** **OPTION B**

<p>Send completed application and check (payable to The Guardian Insurance & Annuity Company, Inc.) to:</p>	<p>Regular Mail: The Guardian Insurance & Annuity Company, Inc. Variable Annuity Administration P.O. Box 26210 Lehigh Valley, PA 18002-6210</p>	<p>Express Mail: The Guardian Insurance & Annuity Company, Inc. Variable Annuity Administration 3900 Burgess Place Bethlehem, PA 18017</p>
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EB-01538910080107

SERFF Tracking Number: GARD-125806648 *State:* Arkansas
Filing Company: The Guardian Insurance & Annuity Company *State Tracking Number:* 40798
Inc.
Company Tracking Number: 09-IVA
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: IVA-2009 Series
Project Name/Number: IVA-2009 series/09-IVA

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GARD-125806648 State: Arkansas
Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 40798
Inc.
Company Tracking Number: 09-IVA
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: IVA-2009 Series
Project Name/Number: IVA-2009 series/09-IVA

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 09/08/2008

Comments:

Attachment:

Certificate of Compliance with Arkansas Rules and Regulations 6 19 and 49.pdf

Review Status:

Satisfied -Name: Statements of Variability 09/23/2008

Comments:

Statements of Variability

Attachments:

Statement of Variability Form 09-IVA.pdf

Statement of Variability - Applications.pdf

Review Status:

Satisfied -Name: Appendix A & Appendix B 10/03/2008

Comments:

Appendix A & Appendix B

Attachments:

AR APPENDIX B.pdf

Arkansas APPENDIX A.pdf



**Certificate of Compliance with Arkansas
Rules and Regulations 6, 19 and 49**

Insurer: The Guardian Insurance & Annuity Company, Inc.

Form Number(s): 09-IVA ; 09-HAVDB; 09-FRO; 09-EBR; 09-DCA Plus; 09-P100; 09-PCERT;
09-TENPC; 09-QP; EB-015390; EB-015389

I hereby certify that the filing above meets all applicable Arkansas requirements
including the requirements of Rules and Regulations 6, 19 and 49.

Signature of Company Officer

Name: Douglas Dubitsky

Title: Vice President Product Management

Date: October 21, 2008

Statement of Variable Material for Form 09-IVA

Our submission of the above form for approval in your state includes a number of areas in the form that have been bracketed as variable. Some fields are variable because they include "John Doe" related information which means the value varies by each contract, while other areas are considered variable to allow changes for future contracts without requiring the form to be resubmitted for approval.

Variable	Description	Page	Range of Data, if applicable, or explanation of data
Variable 1	Owner	3	Name of the Owner will be shown in this field.
Variable 2	Joint Owner	3	If applicable, the name of any joint Owner will appear in this field. If there is no named joint Owner, this section will not appear.
Variable 3	Annuitant	3	Name of Annuitant will appear in this field.
Variable 4	Contingent Annuitant	3	If applicable, the name of any Contingent Annuitant will appear in this field. If there is no named Contingent Annuitant, this section will not appear.
Variable 5	Age and sex	3	The age and sex of the Owner, joint Owner, Annuitant, Contingent Annuitant, as applicable, will appear in these fields.
Variable 6	Contract Number	3	This is a unique number which identifies the contract in our administrative systems and for correspondence with the Owner.
Variable 7	Issue Date	3	This is the date the Contract is issued and becomes effective.
Variable 8	Annuity Commencement Date	3	The Annuity Commencement Date appears here. If an earlier date is not elected by the Owner, the date that appears is the Contract Anniversary following the Annuitant's 95 th birthday.
Variable 9	Primary Beneficiary	3	This is the name of the Primary Beneficiary elected in the initial application.
Variable 10	Contingent Beneficiary	3	This is the name(s) of the Contingent Beneficiary(ies) elected in the initial application. If no Contingent Beneficiary is named, this field will not appear.
Variable 11	Contract Type	3	This field will include the type of plan that the product was sold in. The possible values for this field are: NON-QUALIFIED, INDIVIDUAL RETIREMENT ACCOUNT, CONTRIBUTORY ROTH IRA, CONVERSION ROTH IRA, SEP IRA, INHERITED TRADITIONAL IRA, INHERITED ROTH IRA, SIMPLE IRA, CUSTODIAL IRA, 401(a) and PENSION PLAN 401(k). This range will also include any changes in IRS Code which creates/revises a Qualified plan for which we may use this variable annuity.
Variable 12	Contract Name	3	The marketing name of the contract will be shown in this field. The current marketing names are: The Guardian B-Share Variable Annuity and The Guardian L-Share Variable Annuity. If the marketing name changes, we will update this field to include the new marketing name.
Variable 13	Initial Premium	3	This field will show the initial premium payment that will be made under the contract.
Variable 14	Maximum First Year Premium	3	This will include the maximum premium allowed under the contract in the first Contract Year without the consent of the company. Currently this amount is \$3,000,000. The range of values is \$500,000-\$5,000,000.
Variable 15	Maximum Premium	3	This will include the maximum premium allowed under the

	Contract years 2+		contract in any Contract Year after the first without the consent of the company. Currently this amount is \$1,000,000. The range of values is \$500,000-\$3,000,000.
Variable 16	Minimum Subsequent Premium	3	This is the minimum premium we will allow after the initial premium. Currently, this amount is \$100. The range of values for this field is \$50 - \$2,000.
Variable 17	Initial Allocation	3	When the contract is applied for, the owner must select an initial allocation for net premiums. This is one or more Variable Investment Divisions and/or the Fixed Rate Option into which we will apply net premiums. The owner can change the allocation after issue, but the initial selections are shown here. Only funds that are selected in the initial allocation are shown here along with the percent of net premium for each that the owner elected. The percentages must be whole numbers and will total 100%. A current listing of funds from which the policyowner can choose is shown later in this document.
Variable 18	Maximum number of allocation options	3	This field will include the total number of allocation options in which an Owner may elect to invest a portion of the Accumulation Value at any one time. Currently this amount is 20. The range of values is 10 – 49.
ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS – Each of the variables in this section will only appear if the benefit is either elected by the Owner or are automatically included in all contracts. In the case of the endorsements that are automatically included in all contracts, they will appear in all contracts unless we decide to no longer make these endorsement available to newly issued contracts. Then all newly issued contracts would not receive the endorsement.			
Variable 19	Earnings Benefit Rider	3.1	This section will only appear if the Earnings Benefit rider is elected.
Variable 19.1	Earnings Benefit Percentage	3.1	This is the percentage that is used in the calculation of the earnings benefit. The current percentage is 40% if the oldest Owner's age (or Annuitant's age if Non-Natural Owner) is 0-69 or 25% if the age is 70-75. The range of values is 10%-60%. Any change in this percentage would apply to newly issued contracts only.
Variable 19.2	Spousal Earnings Benefit Percentage	3.1	This is the percentage that is used in the calculation of the earnings benefit that gets paid after the contract has been continued under the Spousal Continuation provision when the owner is the same age or younger than the age specified in Variable 19.3. The current percentage is 40%. The range of values is 10%-60%. Any change in this percentage would apply to newly issued contracts only.
Variable 19.3	Spousal Earnings Benefit Percentage age breakpoint	3.1	The age range in which the percentage in Variable 19.2 is applicable. The current value is 0-69. The low age range will always be 0 the high end will be 45-75. Any change in this value will only apply to newly issued contracts.
Variable 19.4	Spousal Earnings Benefit Percentage after breakpoint	3.1	This is the percentage that is used in the calculation of the earnings benefit that gets paid after the contract has been continued under the Spousal Continuation provision when the Owner is older than the age breakpoint specified in Variable 19.3. The current value is 25% with a range of values of 10%-60%. Any change in this percentage would apply to newly issued contracts only.
Variable 19.5	Spousal Earnings Benefit Percentage age after breakpoint	3.1	The age range in which the percentage in Variable 19.4 is applicable. The current value is 70-75. The low age range will be between 45-75 and the high range will be between 71-80. Any change in this value will only apply to newly issued contracts.
Variable 20	Highest Anniversary Value Death Benefit Rider	3.1	This section will only appear if the Highest Anniversary Value Death Benefit rider is elected.
Variable 20.1	Highest Anniversary	3.1	This is the age on which we will no longer increase the rider

	Value Death Benefit Rider age		death benefit if the Accumulation Value is higher than the current rider death benefit. The current value for this field is 80. The range of values are 70-95. Any change in this value will only apply to newly issued contracts.
Variable 21	Guaranteed Lifetime Withdrawal Benefit Rider	3.1	This section will only appear if the Guaranteed Lifetime Withdrawal Benefit rider is elected.
Variable 22	Dollar Cost Averaging Plus (DCA)	3.1	This section appears only if the owner elects the Dollar Cost Averaging Plus program.
Variable 22.1	DCA Minimum Guaranteed Interest Rate	3.1	This will be the minimum interest rate that is applicable to the assets that are held in the Dollar Cost Averaging Plus account. The current minimum interest rate is 3%.
Variable 23	Fixed Rate Option (FRO)	3.1	This section will appear if the Fixed Rate Option is made available to newly issued contracts. Currently, the Fixed Rate Option endorsement will be automatically included in all newly issued contracts. If we decide to no longer make the option available for new issues, this section will not appear.
Variable 23.1	FRO Minimum Interest Rate	3.1	This will be the minimum interest rate that is applicable to the assets that are held in the Fixed Rate Option. The current minimum interest rate is 3%.
Variable 24	Period Certain Payout Option Endorsement	3.1	This section will appear if the Period Certain Payout Option is made available to newly issued contracts. Currently, the Period Certain Payout Option endorsement will be automatically included in all newly issued contracts. If we decide to no longer make the option available for new issues, this section will not appear.
Variable 24.1	Period Certain Payout Option Interest Rate	3.1	This is the interest rate that is used in the determination of the guaranteed annuity rates for the Period Certain Payout Option. Currently, this interest rate is 1.5%. The range of values for this field is 1%-4%. Any change in this interest rate would only apply to newly issued contracts.
Variable 25	10 Year Period Certain Payout Option Endorsement	3.1	This section will appear if the 10 Year Period Certain Payout Option is made available to newly issued contracts. Currently, the 10 Year Period Certain Payout Option endorsement will be automatically included in all newly issued contracts. If we decide to no longer make the option available for new issues, this section will not appear.
Variable 25.1	10 Year Period Certain Payout Option Annuity Rate	3.1	This is the guaranteed annuity rate on which the minimum monthly payment is determined. The current rate is 8.963519. The range of values for this field is 8.541100 – 10.057636.
Variable 25.2	10 Year Period Certain Payout Option Interest Rate	3.1	This is the interest rate that is used in the determination of the guaranteed annuity rate in variable 25.1. Currently, this interest rate is 1.5%. The range of values for this field is 1%-4%. Any change in this interest rate would only apply to newly issued contracts.
Variable 26	Payments to Age 100 Payout Option Endorsement	3.1	This section will appear if the Payments to Age 100 Payout Option is made available to newly issued contracts. Currently, the Payments to Age 100 Payout Option endorsement will be automatically included in all newly issued contracts. If we decide to no longer make the option available for new issues, this section will not appear.
Variable 26.1	Payments to Age 100 Payout Option Interest Rate	3.1	This is the interest rate that is used in the determination of the guaranteed annuity rates for the Payments to Age 100 payout option. Currently, this interest rate is 1.5%. The range of values for this field is 1%-4%. Any change in this interest rate would only apply to newly issued contracts.
Variable 27	Guaranteed Annuity Rates Interest Rate	3.1	This is the interest rate that is used in the determination of the guaranteed annuity rates for the fixed payout options F-1, F-2 and F-3 shown in the Payment of Contract Proceeds section of the contract. Currently, this interest rate is 2.0%.

			The range of values for this field is 1%-4%. Any change in this interest rate would only apply to newly issued contracts.
Variable 28	Guaranteed Annuity Rates Mortality Table	3.1	This is the mortality table used in the determination of the guaranteed annuity rates for payout options F-2 and F-3 in the Payment of Contract Proceeds section of the contract. The current value for this field is the Annuity 2000 Mortality table projected with Scale G Factors for 50 years and a five year age set-back. Any change in this table will apply to newly issued contracts only.
CHARGES AND EXPENSES SECTION			
Variable 29	Daily Contract Charge	3.1	This is the daily contract charge that is deducted from the Accumulation Value of the Variable Investment Options for administrative expenses and mortality and expense assumptions assumed by GIAC related to the contract. Currently, this is 0.000035849 (for the B share product) or 0.000045582 (for the L Share product) of the accumulation value. The range of values for this field is 0.000015110 – 0.000066553.
Variable 30	Administrative Charge – Effective Annual Interest Rate	3.1	This is the effective annual percentage of the Administrative Charge. Currently, this percentage is .20% for both L and B share products. The range of values is .05% - .40%.
Variable 30.1	Mortality and Expense Charge – Effective Annual Interest Rate	3.1	This is the effective annual percentage for the daily contract charge applicable to the mortality and expense charge. Currently, this percentage is 1.10% for the B share product and 1.45% for the L share product. The range of values for both products are .50% - 2.00%
Variable 31	Contract Fee	3.1	This is the amount of the contract fee deducted on each anniversary prior to the Annuity Commencement Date. The current dollar amount is \$35. The range of values is \$5-\$40. Any change in this value will only apply to newly issued contracts.
Variable 32	Contract Fee Threshold	3.1	This is the amount of Accumulation Value where, if exceeded, the contract fee is waived. Currently, this amount is \$100,000. The range of values for this field is \$10,000-\$150,000.
Variable 33	Earnings Benefit Rider Charge	3.1	This section will only appear if the Earnings Benefit rider is elected.
Variable 33.1	Earnings Benefit Rider Charge – Daily Factor	3.1	This is the daily factor for the rider charge for the Earnings Benefit rider that is deducted from the accumulation value. The current daily factor is 0.000006858. The range of values for this factor is 0.000002741 – 0.000013733.
Variable 33.2	Earnings Benefit Rider Charge – Annual Percentage	3.1	This is the annual percentage of the rider charge for the Earnings Benefit rider. The current annual percentage is .25%. The range of values for this percentage is .10% - .50%.
Variable 34	Highest Anniversary Value Death Benefit Rider Charge	3.1	This section will only appear if the Highest Anniversary Value Death Benefit rider is elected.
Variable 34.1	Highest Anniversary Value Death Benefit Rider Charge – Daily Factor	3.1	This is the daily factor for the rider charge for the Highest Anniversary Value Death Benefit rider that is deducted from the Accumulation Value. The current daily factor is 0.000006858. The range of values for this factor is 0.000002741 – 0.000013733.
Variable 34.2	Highest Anniversary Value Death Benefit Rider Charge – Annual Percentage	3.1	This is the annual percentage of the rider charge for the Highest Anniversary Death Benefit rider. The current annual percentage is .25%. The range of values for this percentage is .10% - .50%.
Variable 35	Guaranteed Lifetime Withdrawal Benefit Rider Charge	3.1	This section will only appear if the Guaranteed Lifetime Withdrawal Benefit rider is elected.
Variable 36	Period Certain	3.1	This section will appear if the Period Certain Payout Option

	Endorsement Withdrawal Charge		is made available to newly issued contracts. Currently, the Period Certain Payout Option endorsement will be automatically included in all newly issued contracts. If we decide to no longer make the option available for new issues, this section will not appear. The current amount of the withdrawal charge is the lesser of \$25 or 2% of the amount withdrawn. The range of values is \$10-100 or 1%-4%. This charge is only applicable if more than 1 withdrawal occurs per calendar quarter. The range of values for the number of withdrawals is 1-4 and the period of time is per calendar month – calendar year.																																								
Variable 37	Fixed or Variable Payments to Age 100 Endorsement Withdrawal Charge	3.1	This section will appear if the Fixed or Variable Payments to Age 100 Endorsement is made available to newly issued contracts. Currently, the Fixed or Variable Payments to Age 100 Endorsement will be automatically included in all newly issued contracts. If we decide to no longer make the option available for new issues, this section will not appear. The current amount of the withdrawal charge is the lesser of \$25 or 2% of the amount withdrawn. The range of values is \$10-100 or 1%-4%. The range of values for the number of withdrawals is 1-4 and the period of time is per calendar month – calendar year.																																								
Variable 38	Maximum Transfer Charge	3.1	This is the maximum transfer charge for transfers between Allocation Options. The current value is \$25. The range of values is \$5-\$30.																																								
Variable 39	Contingent Deferred Sales Charge Years	3.2	This is the number of years that a Contingent Deferred Sales Charge is applicable to a premium payment. Currently we have 2 schedules that are available one with a 7 year period (B-Share) and a second with a 4 year period (L share). If any new schedules are developed a new statement of variability will be submitted which reflects the new schedule.																																								
Variable 40	Contingent Deferred Sales Charge Schedule	3.2	<p>The is the schedule for determining the dollar amount of the Contingent Deferred Sales Charge applicable to each premium payment. It is shown as a percentage of the premium payment. There are currently 2 surrender charge schedules from which an owner may select. They are:</p> <table border="1"> <thead> <tr> <th colspan="2">B-Share</th> <th colspan="2">L-Share</th> </tr> <tr> <th>Completed Years</th> <th>Percentage</th> <th>Completed Years</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>8%</td> <td>0</td> <td>8%</td> </tr> <tr> <td>1</td> <td>8%</td> <td>1</td> <td>8%</td> </tr> <tr> <td>2</td> <td>7%</td> <td>2</td> <td>7%</td> </tr> <tr> <td>3</td> <td>6%</td> <td>3</td> <td>6%</td> </tr> <tr> <td>4</td> <td>5%</td> <td>4+</td> <td>0</td> </tr> <tr> <td>5</td> <td>4%</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>3%</td> <td></td> <td></td> </tr> <tr> <td>7+</td> <td>0</td> <td></td> <td></td> </tr> </tbody> </table> <p>A revised statement of variability will be submitted if any new schedules that are added as options under this contract.</p>	B-Share		L-Share		Completed Years	Percentage	Completed Years	Percentage	0	8%	0	8%	1	8%	1	8%	2	7%	2	7%	3	6%	3	6%	4	5%	4+	0	5	4%			6	3%			7+	0		
B-Share		L-Share																																									
Completed Years	Percentage	Completed Years	Percentage																																								
0	8%	0	8%																																								
1	8%	1	8%																																								
2	7%	2	7%																																								
3	6%	3	6%																																								
4	5%	4+	0																																								
5	4%																																										
6	3%																																										
7+	0																																										
Variable 41	CSO Phone Number	3.2	This in the phone number that is used to contact GIAC in case the Owner has a question related to the contract.																																								
Variable 42	CSO Address	3.2	This is the address that is used to contact GIAC in case the Owner has a question related to the contract. We provide a PO Box address for the regular mail and a street address for overnight delivery.																																								
Variable 43	Free Look Period	Front	This is on the contract's front cover in the Free Look Period																																								

		Cover	provision. In many states, if the policy is issued as the result of a replacement, the free look period must be longer than normal, e.g., 20 or 30 days. If necessary in your state, we will change the free look period to the correct number of days for policies issued as a result of replacement. The free look period will never be less than 10 days.
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List of Variable Funds for Variable 17

This is a current listing of funds, subject to change

AIM V.I. Core Equity Fund	Oppenheimer Strategic Bond Fund/VA
AIM V.I. Global Real Estate Fund	PIMCO Low Duration Portfolio
AIM V.I. Mid Cap Core Equity Fund	PIMCO Real Return Portfolio
Alger American Capital Appreciation Portfolio	PIMCO Total Return Portfolio
AllianceBernstein International Value Portfolio	Pioneer Cullen Value VCT Portfolio
BlackRock Global Allocation V.I. Fund	Pioneer Equity Income VCT Portfolio
BlackRock Large Cap Core V.I. Fund	Pioneer Fund VCT Portfolio
BlackRock Large Cap Value V.I. Fund	Pioneer Mid Cap Value VCT Portfolio
Columbia Asset Allocation Fund, Variable Series	RS Core Equity VIP Series
Columbia Marsico 21 st Century Fund, Variable Series	RS Emerging Markets VIP Series
Columbia Marsico Growth Fund, Variable Series	RS Equity Dividend VIP Series
Columbia Small Cap Value Fund, Variable Series	RS Global Natural Resources VIP Series
Columbia Small Company Growth Fund, Variable Series	RS High Yield Bond VIP Series
Davis Financial Portfolio	RS International Growth VIP Series
Evergreen VA International Equity Fund	RS Investment Quality Bond VIP Series
Evergreen VA Special Values Fund	RS Large Cap Value VIP Series
Fidelity VIP Contrafund Portfolio	RS Low Duration Bond VIP Series
Fidelity VIP Investment Grade Bond Portfolio	RS MidCap Opportunities VIP Series
Fidelity VIP Mid Cap Portfolio	RS Money Market VIP Series
Fidelity VIP Overseas Portfolio	RS Partners VIP Series
Franklin Income Securities Fund	RS S&P 500 Index VIP Series
Franklin Small Cap Value Securities Fund	RS Small Cap Core Equity VIP Series
Franklin US Government Securities Fund	RS Value VIP Series
MFS® Growth Series	Seligman Communications and Information Portfolio
MFS® Utilities Series	Templeton Global Income Securities Fund
MFS® Value Series	Templeton Growth Securities Fund
MFS® New Discovery Series	Van Kampen UIF U.S. Mid Cap Value Portfolio
MFS® Total Return Series	Value Line Strategic Asset Management Trust
Mutual Shares Securities Fund	Fixed-Rate Option
Oppenheimer Capital Appreciation Fund/VA	
Oppenheimer International Growth Fund/VA	
Oppenheimer Main Street Small Cap Fund/VA	

CONTRACT DATA

ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS

- **Variable 19 [EARNINGS BENEFIT RIDER]**
Earnings Benefit Percentage: Variable 19.1
Spousal Earnings Benefit Percentage: Variable 19.2 if on the effective date of Spousal Continuation, the surviving spouse's age is Variable 19.3 or younger or Variable 19.4 if the surviving spouse is age Variable 19.5.]
- **Variable 20 [HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER]**
On each Contract Anniversary up to and including the Contract Anniversary following the older Owner's Variable 20.1 birthday (or in the event of a Non-Natural Owner, the Annuitant's Variable 20.1] birthday, we will increase the HAVDB to equal the Accumulation Value on that Contract Anniversary if the Accumulation Value exceeds the HAVDB then in effect.]
- **Variable 21 [GUARANTEED LIFETIME WITHDRAWAL BENEFIT (GLWB) RIDER]**
- **Variable 22 [DOLLAR COST AVERAGING PLUS ENDORSEMENT -** The minimum guaranteed effective annual interest rate is Variable 22.1. There is no charge for this endorsement.]
- **Variable 23 [FIXED-RATE OPTION ENDORSEMENT–** The minimum guaranteed effective annual interest rate is Variable 23.1. There is no charge for this Option.]
- **Variable 24 [ANNUITY PAYOUT OPTION – PAYMENTS FOR A PERIOD CERTAIN –** The annual interest rate used in the calculation of the annuity rates shown in the Table of Guaranteed Annuity Rates is Variable 24.1.]
- **Variable 25 [ANNUITY PAYOUT OPTION – PAYMENTS FOR A 10 YEAR PERIOD CERTAIN –** The guaranteed annuity rate for this option is Variable 25.1. The annual interest rate used in the calculation of this rate is Variable 25.2. There is no charge to elect this option.]
- **Variable 26 [ANNUITY PAYOUT OPTION – FIXED OR VARIABLE PAYMENTS TO AGE 100 –** The annual interest rate used in the calculation of the fixed annuity rates shown in the Table of Guaranteed Annuity Rates is Variable 26.1.]

See the applicable endorsement/rider form and Charges and Expenses section below for additional information regarding these endorsements/riders.

The interest rate used to compute the guaranteed fixed annuity rates shown in the Payment of Contract Proceeds section of this contract is Variable 27. The mortality table used to compute the guaranteed annuity rates shown for Options F-1, V-1, F-2, V-2, F-3 and V-3 in the Payment of Contract Proceeds section of this contract is the Variable 28.

CHARGES AND EXPENSES

DAILY CONTRACT CHARGE: Variable 29 of the value of the assets allocated to each Variable Investment Option will be deducted daily for administrative expenses and mortality and expense risks assumed by GIAC. This results in a Variable 30 annual charge for administrative expenses and a Variable 30.1 annual charge for mortality and expense risks assumed by GIAC.

CONTRACT FEE: Variable 31

CONTRACT FEE THRESHOLD: Variable 32

Variable 33 [EARNINGS BENEFIT RIDER CHARGE: Variable 33.1 of the value of the assets allocated to each Variable Investment Option will be deducted daily. This results in a Variable 33.2 charge annually.]

Variable 34 [HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER CHARGE: Variable 34.1 of the value of the assets allocated to each Variable Investment Option will be deducted daily. This results in a Variable 34.2 charge annually.]

Variable 35 [GUARANTEED LIFETIME WITHDRAWAL BENEFIT (GLWB) RIDER CHARGE: See the Specifications section of the GLWB rider for information on rider charges.]

Variable 36 [ANNUITY PAYOUT OPTION – PAYMENTS FOR A PERIOD CERTAIN ENDORSEMENT WITHDRAWAL CHARGE: Lesser of \$25 or 2% of the amount of any withdrawal made after the first withdrawal in each calendar quarter.]

Variable 37 [ANNUITY PAYOUT OPTION – FIXED OR VARIABLE PAYMENTS TO AGE 100 ENDORSEMENT WITHDRAWAL CHARGE: Lesser of \$25 or 2% of the amount of any withdrawal made after the first withdrawal in each calendar quarter.]

MAXIMUM TRANSFER CHARGE: Variable 38 per transfer

In certain situations we may also assess annuity taxes in jurisdictions in which an annuity tax is payable.

CONTINGENT DEFERRED SALES CHARGE SCHEDULE

A surrender or withdrawal may be subject to a Contingent Deferred Sales Charge. The charge is equal to the amount of each Chargeable Premium involved in the transaction during the **Variable 39** years following our receipt of that Chargeable Premium multiplied by the applicable percentage in the table below. We will not assess a Contingent Deferred Sales Charge on amounts withdrawn from earnings or pursuant to the Free Withdrawal Amount described in the Surrenders and Withdrawals section of this contract.

FULL NUMBER OF YEAR(S) COMPLETED SINCE PREMIUM PAYMENT	PERCENTAGE
Variable 40	Variable 40

To obtain information about your coverage you may call your agent or contact our Customer Service Office at **Variable 41** or by mail sent to one of the following addresses:

Variable 42

ANNUITANT
CONTRACT NUMBER

Variable 3
Variable 6

Variable 5
Variable 7

AGE AND SEX
ISSUE DATE



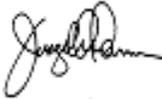
The Guardian Insurance &
Annuity Company, Inc.

[Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210]

A Stock Company
Incorporated in the
State of Delaware

Read this contract carefully. This contract is a legal contract between the Owner and The Guardian Insurance & Annuity Company, Inc. (GIAC).

GIAC will pay the benefits provided by this contract in accordance with its provisions. The entire contract consists of the Basic Contract and any attached endorsements and additional benefit riders. This contract is issued by GIAC at its Customer Service Office on the Issue Date. GIAC's home office is 1209 Orange Street, Wilmington, Delaware 19801. **However, GIAC receives all communications at its Customer Service Office.**

(

Secretary

President
)

Checked by

Under this contract, flexible premium payments may be made in accordance with the Premiums section of this contract. On the Annuity Commencement Date, GIAC will begin to make annuity payments. Benefits depend, among other things, on the number and value of Accumulation Units and the annuity payout option elected. Death benefit proceeds are payable before the Annuity Commencement Date.

ALL VALUES PROVIDED BY THIS CONTRACT WHICH ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE, MAY INCREASE OR DECREASE DAILY, AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. SEE THE ACCUMULATION VALUE AND PAYMENT OF CONTRACT PROCEEDS SECTIONS FOR A DESCRIPTION OF THE VARIABLE VALUES AND PAYMENTS PROVIDED UNDER THIS CONTRACT.

FREE LOOK PERIOD:

The Owner has the right to examine this contract and return it for cancellation to our Customer Service Office or to the agent from whom it was purchased within **Variable 43** days after receiving it. The contract and a cancellation notice must be delivered or mailed to cancel this contract. Any notice given by mail is effective upon being postmarked, properly addressed, and postage prepaid. If this contract is returned during this period, we will pay to the Owner the sum of (i) the difference between premium(s) paid and the amounts allocated to the Allocation Options and (ii) the Accumulation Value on the date we receive the returned contract and cancellation notice at our Customer Service Office. The contract will be void from the beginning.

Individual Flexible Premium Deferred Variable Annuity Contract

- Premiums payable before the Annuity Commencement Date, in accordance with contract provisions
- Annuity payments begin on the Annuity Commencement Date
- Benefits based on the investment experience of a Separate Account are variable and are not guaranteed
- Non-participating - No dividends payable

Statement of Variability

Application Forms EB-015389; EB-015390

The following describes the variable data in the above application forms. The areas where the variables appear within the applications attached to this submission are bracketed.

For each of the applications referred to above, the following are being filed as variable:

Page 1: Product Name:

The marketing name of the product that the applications will be used to apply for is shown in this area. We are considering this as variable data since we would like to have the ability to change the marketing names of the product without resubmitting the applications.

Page 2: Section 2: Contract Type:

We are considering this section to be variable so that if there are any changes to the markets in which the product will be used without the application forms being refilled. The reason for any change would have to do with tax code changes which would either change/add/remove certain types of qualified plans.

Page 3: Section 5: Optional Riders:

This section is bracketed as variable so that if there are any changes in riders that are available under the contract being applied for can be changed without a resubmission of the application forms. We would only include any rider forms in this section that have been approved by your Department for use with the contract being applied for. In addition, this section includes allocation models that are applicable to our GLWB rider form. These models may change if we change the funds that are available within those models or if the funds themselves change. Note that only funds that are within the eligible variable investment options will be included in this section.

Pages 4 and 5: Allocation Options (Variable Investment Options)

These are the available Variable Investment Options and the Fixed-Rate Option in which premiums may be allocated. Appendix A provides a current listing of all variable investment options at this time.

Page 7, Section 13: Agent/Registered Representative Use Only:

This section is bracketed as variable since this is where the agent selects the type of compensation that is to be received for the sale of this product. This variable may change if a new compensation option is made available.

Note: that if any changes to the variables described above are made, a revised statement of variability will be submitted to your Department.

Appendix A

List of Variable Investment Options

This is a current listing of funds, subject to change

AIM V.I. Core Equity Fund	Oppenheimer Strategic Bond Fund/VA
AIM V.I. Global Real Estate Fund	PIMCO Low Duration Portfolio
AIM V.I. Mid Cap Core Equity Fund	PIMCO Real Return Portfolio
Alger American Capital Appreciation Portfolio	PIMCO Total Return Portfolio
AllianceBernstein International Value Portfolio	Pioneer Cullen Value VCT Portfolio
BlackRock Global Allocation V.I. Fund	Pioneer Equity Income VCT Portfolio
BlackRock Large Cap Core V.I. Fund	Pioneer Fund VCT Portfolio
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MFS® Utilities Series	Templeton Global Income Securities Fund
MFS® Value Series	Templeton Growth Securities Fund
MFS® New Discovery Series	Van Kampen UIF U.S. Mid Cap Value Portfolio
MFS® Total Return Series	Value Line Strategic Asset Management Trust
Mutual Shares Securities Fund	Fixed-Rate Option
Oppenheimer Capital Appreciation Fund/VA	
Oppenheimer International Growth Fund/VA	
Oppenheimer Main Street Small Cap Fund/VA	

APPENDIX B

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The following previously approved forms will be used with New Contract 09-IVA.

Forms Used with New Contract	Form Name	Approval Date
08-IRA	Tax Qualified Endorsement	11/15/2007
08-SIRA	Tax Qualified Endorsement	11/15/2007
08-RIRA	Tax Qualified Endorsement	11/15/2007
02-QP	Tax Qualified Endorsement	7/10/2002
08-GLWB	Guaranteed Lifetime Withdrawal Benefit Rider	7/3/2008

APPENDIX A

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New Contract	Replaced Contracts	Approval Date
09-IVA	IVA-2050	6/19/2002
	IVA-2050SN	6/19/2002
	IVA-2060	12/15/2003
	IVA-2060SN	12/15/2003

New Rider/Endorsement	Replaced Riders/Endorsements	Approval Date
09-FRO	04-FRO	9/24/2004
09-HAVDB	04-R286	1/18/2005
09-EBR	01-R259	8/14/2001
09-DCA Plus	03-R277	10/9/2003
09-P100	New form-does not replace an existing form	n/a
09-PCERT	05-R287	7/20/2005
09-TENPC	05-R299	8/18/2005

New Application	For use with Contract Form	Replaced Applications
EB-015390	09-IVA (B Share)	New form-does not replace an existing form
EB-015389	09-IVA (L Share)	New form-does not replace an existing form