Filing at a Glance

Company: PHL Variable Insurance Company

Product Name: Phoenix Longevity Edge Variable Annuity	SERFF Tr Num: TPCI-125749815	State: ArkansasLH
TOI: A03I Individual Annuities - Deferred Variable	SERFF Status: Closed	State Tr Num: 39910
Sub-TOI: A03I.002 Flexible Premium	Co Tr Num: 08LVA	State Status: Approved-Closed
Filing Type: Form	Co Status: Approved	Reviewer(s): Linda Bird
	Authors: Peter Scavongelli, Scott Zweig, Joseph Bonfitto, Kathleen Underwood	Disposition Date: 11/10/2008
	Date Submitted: 08/12/2008	Disposition Status: Approved
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name:
Project Number: 08LVA
Requested Filing Mode:
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 11/10/2008
State Status Changed: 08/25/2008
Corresponding Filing Tracking Number:

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Group Market Size:
Group Market Type:

Deemer Date:

Filing Description:

Flexible Premium Deferred Annuity

Company and Contact

Filing Contact Information

Joseph Bonfitto, Compliance Associate
One American Row
Hartford, CT 06102

joseph.bonfitto@phoenixwm.com
(860) 403-6308 [Phone]
(860) 403-7252[FAX]

Filing Company Information

PHL Variable Insurance Company	CoCode: 93548	State of Domicile: Connecticut
One American Row	Group Code: 403	Company Type: Life Insurance and Annuities
Hartford, CT 06102	Group Name:	State ID Number:
(860) 403-5000 ext. [Phone]	FEIN Number: 06-1045829	

Filing Fees

Fee Required?	Yes
Fee Amount:	$70.00
Retaliatory?	No
Fee Explanation:	$50.00 Each Policy, $20.00 Each Application
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
PHL Variable Insurance Company	$70.00	08/12/2008	21895794

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/10/2008	11/10/2008
Approved	Linda Bird	08/25/2008	08/25/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Linda Bird	08/20/2008	08/20/2008	Joseph Bonfitto	08/21/2008	08/21/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Flexible Premium Deferred Annuity	Form	Kathleen Underwood	11/06/2008	11/06/2008
Flexible Premium Deferred Annuity Schedule Pages	Form	Kathleen Underwood	11/06/2008	11/06/2008
Life & Annuity - Acturial Memo	Supporting Document	Kathleen Underwood	11/06/2008	11/06/2008
Statement of Variability	Supporting Document	Kathleen Underwood	11/06/2008	11/06/2008

Flexible Premium Deferred Annuity	Form	Kathleen Underwood	08/14/2008	08/14/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to reopen	Note To Filer	Linda Bird	11/06/2008	11/06/2008
Request to reopen	Note To Reviewer	Kathleen Underwood	11/05/2008	11/05/2008

Disposition

Disposition Date: 11/10/2008

Implementation Date:

Status: Approved

Comment: Statement of Variability, Schedule Pages and Actuarial Memorandum have been revised.

Rate data does NOT apply to filing.

SERFF Tracking Number:	*TPCI-125749815*	*State:*	*Arkansas*
Filing Company:	*PHL Variable Insurance Company*	*State Tracking Number:*	*39910*
Company Tracking Number:	*08LVA*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*Phoenix Longevity Edge Variable Annuity*		
Project Name/Number:	*/08LVA*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document *(revised)*	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document *(revised)*	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Certification		Yes
Form *(revised)*	Flexible Premium Deferred Annuity		Yes
Form	Flexible Premium Deferred Annuity	Replaced	Yes
Form	Flexible Premium Deferred Annuity	Replaced	No
Form *(revised)*	Flexible Premium Deferred Annuity Schedule Pages		Yes
Form	Flexible Premium Deferred Annuity Schedule Pages	Replaced	Yes
Form	Variable Annuity Application		Yes

Disposition

Disposition Date: 08/25/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*TPCI-125749815*	*State:*	*Arkansas*
Filing Company:	*PHL Variable Insurance Company*	*State Tracking Number:*	*39910*
Company Tracking Number:	*08LVA*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*Phoenix Longevity Edge Variable Annuity*		
Project Name/Number:	*/08LVA*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document *(revised)*	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document *(revised)*	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Certification		Yes
Form *(revised)*	Flexible Premium Deferred Annuity		Yes
Form	Flexible Premium Deferred Annuity	Replaced	Yes
Form	Flexible Premium Deferred Annuity	Replaced	No
Form *(revised)*	Flexible Premium Deferred Annuity Schedule Pages		Yes
Form	Flexible Premium Deferred Annuity Schedule Pages	Replaced	Yes
Form	Variable Annuity Application		Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	08/20/2008
Submitted Date	08/20/2008
Respond By Date	

Dear Joseph Bonfitto,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.
Sincerely,
Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/21/2008
Submitted Date	08/21/2008

Dear Linda Bird,

Comments:

Response 1

Comments: Dear Ms. Bird,
Thank you for your note. We confirm that Regulation 6 has been reviewed and we are in compliance.
Thank you and have a great day.
Joe Bonfitto

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Joseph Bonfitto, Kathleen Underwood, Peter Scavongelli, Scott Zweig

Amendment Letter

Amendment Date:

Submitted Date: 11/06/2008

Comments:

Good afternoon,

Thank you for reopening this filing. As I indicated in my previous note, we have since found that the incorrect separate account name was included in the contract form. This reference appears in Section 6 in the “Separate Account and Investment Options” provision. In order to correct this inaccuracy we have placed a variable field on the Section 1 schedule pages (page 4, form LVASP -1) and made the necessary revisions to Section 6. We have bracketed the field (Separate Account) on the schedule page as a different separate account may be used depending on the market for the product. The Statement of Variability, Schedule Pages and Actuarial Memorandum have been revised to reflect this change and are attached for your review.

Please note, this form has NOT yet been issued in your state.

We appreciate your assistance.

Sincerely,

Katie Underwood

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
08LVA	Policy/Contract/Fraternal Certificate	Flexible Premium Deferred Annuity	Initial				50	08LVA - Final.pdf

Form Schedule Item Changes:

Form	Form	Form	Action	Form	Previous	Replaced	Readability	Attachments

SERFF Tracking Number:	*TPCI-125749815*	*State:*	*Arkansas*
Filing Company:	*PHL Variable Insurance Company*	*State Tracking Number:*	*39910*
Company Tracking Number:	*08LVA*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*Phoenix Longevity Edge Variable Annuity*		
Project Name/Number:	*/08LVA*		

Number	Type	Name	Action	Other	Filing #	Form #	Score	
LVASP-1	Schedule Pages	Flexible Premium Deferred Annuity Schedule Pages	Initial				50	LVASP-1 - Schedule Pages - Group.pdf

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Acturial Memo

Comment:

08LVA Actuarial Memo Final 8-4-08.pdf

User Added -Name: Statement of Variability

Comment:

Statement of Variability 08LVA,LVASP, OL4330 - FINAL .pdf

Note To Filer

Created By:

Linda Bird on 11/06/2008 12:49 PM

Subject:

Request to reopen

Comments:

We will reopen this filing in order for corrections to be made.

Note To Reviewer

Created By:
Kathleen Underwood on 11/05/2008 01:22 PM
Subject:
Request to reopen
Comments:
Good afternoon,

Since the approval of this filing we have since found that the incorrect separate account name was included in the contract form. In order to correct this oversite, we would appreciate if you could reopen this filing so that we may submit the corrected forms for your approval.

We appreciate you assistance and apologize for any inconvenience this may cause.

Thank you,

Katie Underwood

Amendment Letter

Amendment Date:

Submitted Date: 08/14/2008

Comments:

Please accept the following version of the policy in place of the version previously attached. Thank you.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
08LVA	Policy/Contract/Fraternal Certificate	Flexible Premium Deferred Annuity	Initial				50	08LVA - Final.pdf

Form Schedule

Lead Form Number: 08LVA

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	08LVA	Policy/Contract/Fraternal Certificate	Flexible Premium Deferred Annuity	Initial		50	08LVA - Final.pdf
	LVASP-1	Schedule Pages	Flexible Premium Deferred Annuity Schedule Pages	Initial		50	LVASP-1 - Schedule Pages - Group.pdf
	OL4330	Application/Enrollment Form	Variable Annuity Application	Initial		50	OL4330 8-8-08 Final John Doe WITH BRACKETS.pdf

PHL VARIABLE INSURANCE COMPANY

A Stock Company

The PHL Variable Insurance Company ("the Company") agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

THIS CONTRACT PROVIDES NO CASH VALUE OR DEATH BENEFIT DURING THE DEFERRAL PERIOD. FOR INDIVIDUAL RETIREMENT ACCOUNTS ("IRA") CONTRACTS, THE ONLY PAYMENTS PERMITTED DURING THE DEFERRAL PERIOD ARE AMOUNTS EQUAL TO REQUIRED MINIMUM DISTRIBUTIONS ("RMD"), AS DEFINED BY THE INTERNAL REVENUE CODE. SEE SECTION 8 FOR FURTHER INFORMATION. FOR ALL OTHER CONTRACTS, NO PAYMENTS ARE PERMITTED DURING THE DEFERRAL PERIOD

After the Deferral Period End Date, there is a Cash Value and Death Benefit equal to the Contingent Account Value. The contract owner has full access to these amounts at that time. If the contract is in force on the Maturity Date, we shall begin to pay a series of annuity payments to the Owner beginning on the Maturity Date for the longer of a period certain of 10 years or the life of the Annuitant, unless another option is elected before the Maturity Date. The amount of each annuity payment, as described in the Annuity Benefits section, will be based on the Contingent Account Value on the Maturity Date and the annuity payment factors. The Contingent Account Value will depend on the investment experience of the Investment Options.

We are issuing the contract in consideration of the application, if any, and our receipt of the premium payments at our Annuity Operations Division. The provisions of this and the following pages and any attachments make up your contract.

RIGHT TO RETURN THIS CONTRACT. This contract may be returned within 10 days (20 days for replacements) after you receive it for a refund of the Contingent Account Value plus any charges deducted under this contract as of the date of cancellation. You may return the contract by delivering or mailing it to us at the address below or by returning it to the agent or agency office through which it was delivered.

PHL Variable Insurance Company

[Annuity Operations Division
PO Box 8027
Boston, MA 02266-8027
Telephone (800) 541-0171]

Signed for PHL Variable Insurance Company at One American Row, Hartford, Connecticut 06115.

[Philip K Polkes] [John H. Beers]

[President] [Secretary]

READ YOUR CONTRACT CAREFULLY

It is a legal contract between the Owner and PHL Variable Insurance Company.

All values and benefits based on the investment experience of the Investment Options within the Separate Account may increase or decrease and are variable and not guaranteed as to dollar amount.

Flexible Premium Variable Deferred Annuity
Nonparticipating – not eligible for dividends

TABLE OF CONTENTS

Section	Provision
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8.	Withdrawals, Surrender, Termination
9.	Expense Charges
10.	Contingent Account Value and Longevity Credits
11.	Death Benefit
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SECTION 2: DEFINITIONS

The term **"Accumulation Unit"** means a standard of measurement used to determine the share of this policy in the value of each Investment Option of the Separate Account.

The term **"Accumulation Unit Value"** is as specified in Section 6.

The term **"age"** means, on any given date, the age of the person in question as of his or her last birthday.

The terms **"Annuitant and Joint Annuitant"** mean the person or persons on whose continuation of life or lives the contract benefits are based upon for this contract. The Annuitant(s) are elected at time of application, and shown in the Schedule Pages. The Annuitant and Joint Annuitant cannot be changed prior to election of an annuity payment option.

The term **"business day"** means any day that we are open for business and the New York Stock Exchange is open for trading. The Accumulation Unit Value of an Investment Option will be determined at the end of each business day. We will deem each business day to end at the close of regularly scheduled trading of the New York Stock Exchange (currently 4:00 p.m. Eastern Time) on that day.

The term **"business period"** means the period in days from the end of one business day through the next business day.

The term **"Cash Value"** means the value available for surrender or withdrawal. The Cash Value varies depending on whether the Deferral Period is in effect. During the Deferral Period, the Cash Value is zero. After the Deferral Period, the Cash Value is equal to the Contingent Account Value.

The term **"Contract Anniversary"** means the same day and month of each year as the Contract Date following the Contract Date. If the day does not exist in a month, the last day of the month will be used.

The term **"Contract Beneficiary"** is as defined in Section 4. During the Deferral Period, there are limits on the possible identity of the Contract Beneficiary.

The term **"Contract Date"** means the date this Contract is issued and the date from which Contract Years are measured. The Contract Date is shown in the Schedule Pages. The contract will begin in effect on the Contract Date provided your premium payment is received and the Annuitant and Joint Annuitant, if any, are alive.

The term **"Contingent Account Value"** means the sum of the values of all Accumulation Units held in the Investment Options under this contract as described in Section 10. During the Deferral Period, this value does not represent the value available for surrender or withdrawal.

The term **"Contract Year"** means the 12-month period beginning on the Contract Date and each 12-month period thereafter.

The term **"Deferral Period"** means the period of time, expressed in Contract Years, during which no annuity payments, withdrawals, surrenders, Cash Value, or death benefit are available. The only permitted payments relate to contracts issued in connection with Individual Retirement Accounts (IRAs). The Deferral Period cannot be changed after the contract has been issued, and cannot extend beyond the Maturity Date.

The term **"Deferral Period End Date"** means the date on which the Deferral Period expires. The Deferral Period End Date is shown in the Schedule Pages.

The term **"Individual Longevity Solution"** means the Coverage Option that covers only one life. One Annuitant is named under the Individual Longevity Solution. During the Deferral Period, the contract terminates without value upon death of such named Annuitant.

The term "**Investment Option**" refers to one of the subaccounts of the Separate Account to which assets under this contract may be allocated.

The term **"Joint Longevity Solution"** means the Coverage Option that covers two lives. Two Annuitants are named under the Joint Longevity Solution. During the Deferral Period, the contract terminates without value upon death of the surviving Annuitant.

The term **"Longevity Credit Percentage"** means the applicable percentages shown in the Schedule Pages, which are used to determine Longevity Credits.

The term **"Longevity Credit"** means an additional amount credited to the Contingent Account Value each Contract Anniversary during the Deferral Period as specified in Section 10.

The term **"Maturity Date"** means the later of the 10th Contract Year or the Contract Anniversary nearest the younger Annuitant's 95th birthday. The Maturity Date cannot be changed after the Contract Date.

The term "**Monthly Processing Date**" means the same day of each month as the Contract Date. If the day does not exist in a month, the last day of the month will be used. We use the next following business day if such date is not a business day.

The term **"Owner"** or **"Owners"** means the person, persons, or entity with ownership rights in the Contract. The Owner is as shown in the Schedule Pages or as later changed. For further details see Section 4. There are restrictions on the identity of the Owner.

The term **"Payment Calculation Date"** means the date we calculate annuity payments under annuity options. The first Payment Calculation Date is the business day on or next following the Maturity Date unless we agree otherwise. After the first Payment Calculation Date, we will calculate payments on the same date each month. We use the next following business day if such date is not a business day.

The term **"Required Minimum Distributions"** means the annual distributions that must be taken from an Individual Retirement Account (IRA) under the Internal Revenue Code. Although Cash Value is not available to you during the Deferral Period, withdrawals equal to the RMD amount will be permitted. The Required Minimum Distribution will be computed under IRS guidance and will take into consideration the Contingent Account Value.

The term **"spouse"** means two lives who are legally married under federal law.

The terms **"we, us, and our"** refer to the Company.

The terms **"written request"** and **"written notice"** mean a request or notice we receive in writing at our Annuity Operations Division in a form satisfactory to us.

The terms **"you"** and **"your"** refer to the Owner(s) of this contract, as defined in Section 4, or the joint Owners of this contract if a joint Owner is named.

SECTION 3: ENTIRE CONTRACT

This contract is an agreement between the Owner(s) and the Company. This contract and any attachments comprise the entire contract. The contract will be in effect on the Contract Date provided the Initial Premium Payment is received and the Annuitant and Joint Annuitant, if any, are alive. Any change in terms of this contract, as required to conform with applicable laws or regulations, must be signed by one of our executive officers and countersigned by another one of our executive officers. Any benefits payable under this contract are payable at our Annuity Operations Division.

SECTION 4: OWNER(S) AND CONTRACT BENEFICIARY(IES)

Owner(s)

The Owner is the person, persons, or entity, with sole and absolute power to exercise all rights and privileges without the consent of any other party, except as otherwise provided by this contract or unless you provide otherwise by written notice. If there is more than one Owner, all Owners must consent to any changes. If no Owner is named, the Annuitant will be the Owner. If the Owner is a non-natural person, any change to or the death of the Annuitant will be treated as the death of an Owner. Under contracts used with IRAs, the Owner must be the Annuitant. In certain circumstances, more than one Owner may be named. If a Joint Owner dies, all rights vest equally to the surviving Owner(s). If any Owner dies after the Deferral Period End Date, but prior to the Maturity Date, the death benefit will be paid as provided in Section 10. If there is only one Owner, then the Owner can only be (1) the Annuitant, (2) a non-grantor trust for the benefit of a natural person(s), or (3) the spouse of the Annuitant. If there are two Owners, then the Owners must be each other's spouse.

Contract Beneficiary

The Contract Beneficiary is the person or persons who receives the death benefits under this contract after the Deferral Period End Date and upon the death of the Owner. If there is no surviving Contract Beneficiary when the death benefit becomes payable in accordance with Section 10, the Owner will be the Contract Beneficiary, or if the Owner is not living, then the estate of the Owner will be the Contract Beneficiary.

The Owner(s) and the Contract Beneficiary will be as shown in the Schedule Pages unless you change them or they are changed by the terms of this section.

Changes

While this contract is in effect, you may change the Contract Beneficiary. You may also change the Owner with our consent. You may only change the Owner by transferring ownership of the entire contract between spouses or to a non-grantor trust for the benefit of a natural person(s).

A request to make any changes must be made by written request. If there is more than one Owner, all Owners must sign the request. When we receive it, the change will be effective as of the date it was signed by the last Owner to sign, whether or not an Owner or Annuitant is then alive. The change, however, will be subject to the rights of any assignee of record with us and subject to any payment made or other action taken by us before we received and filed the notice.

Your exercise of any rights will, to the extent thereof, assign, release, or surrender the interest of the Annuitant and all beneficiaries and Owners under this contract.

SECTION 5: PREMIUM PAYMENTS AND ALLOCATION

Premium

This contract will begin in effect on the Contract Date provided the Initial Premium Payment is received by us and the Owner, Annuitant and Joint Annuitant (if any) are alive. The Initial Premium Payment is due on the Contract Date. The amount applied to this contract will be the premium payments received minus a Premium Expense Charge and minus a deduction for any applicable tax including premium tax where applicable. Premium payments are payable at our Annuity Operations Division, but the Initial Premium Payment may be given to an authorized agent for forwarding to our Annuity Operations Division. No benefit associated with any such premium payment will be provided until it is actually received by us at our Annuity Operations Division. Premium payments are subject to the following conditions:

(a) Each premium payment must be at least equal to the Minimum Premium Payment shown in the Schedule Pages.

(b) The maximum premium that may be deposited to this contract in any Contract Year is the Maximum Premium Payment shown in the Schedule Pages.

(c) The aggregate of all premium payments paid while the contract is in force may not exceed the Maximum Aggregate Premium Payment shown in the Schedule Pages.

(d) The maximum premium that may be deposited in any Investment Option in any Contract Year is the Maximum Premium Payment, less any amount previously transferred to such Investment Option in such year.

(e) We will not accept premium payments during the Premium Restriction Period shown in the Schedule Pages.

(f) Premium payments may not be made to this contract after the Maturity Date.

Upon request we will consider waiving any of the above conditions.

Premium Tax

If we incur a charge for a premium tax or a similar tax, it will be deducted either from premiums or from the Contingent Account Value on the date you elect an annuity option. We have the right, however, to deduct such charges upon any withdrawal under Section 11, and on the Surrender Date, the Maturity Date, or the date of payment of the Death Benefit. Such deduction will be equal to the tax percentage multiplied by (i) in the case of withdrawals, the amount withdrawn, (ii) in the case of surrender or annuitization, the Contingent Account Value as of the Surrender Date or the Maturity Date as the case may be, or (iii) in the case of death, the Death Benefit as of the date of receipt of due proof of death. The tax percentage is equal to the percentage of premium which the premium tax or similar tax in question constitutes.

Premium Allocation

Premium payments, less a Premium Expense Charge, will be allocated to the Investment Options according to the investment allocation instructions then in effect. The initial investment allocation is that elected by you. You may elect to change the investment allocation at any time. A change in investment allocation will be effective as of the end of the business day on which we receive notice satisfactory to us. Instructions to us must express allocation percentages as greater than or equal to zero, and less than or equal to 100%, and the sum of the allocation percentages must equal 100%. Allocation percentages must be whole numbers. We have the right to impose a limit on the number and frequency of such changes and to set minimum and maximum percentages that may be allocated to any Investment Option.

SECTION 6: SEPARATE ACCOUNT AND INVESTMENT OPTIONS

Assets under this contract may be allocated to the Investment Options of the Separate Account.

Separate Account and Investment Options

The Separate Account for this contract is as shown on the Schedule Page. The Separate Account contains various Investment Options that have different investment objectives.

All income, gains and losses, realized and unrealized, of the Separate Account are credited to or charged against the amounts placed in the Separate Account without reference to other income, gains and losses of our General Account. The assets of the Separate Account are owned solely by us and we are not a trustee with respect to such assets. These assets are not chargeable with liabilities arising out of any other business that we may conduct. The assets of the Separate Account will be valued at least as often as any policy benefits vary, but at least monthly.

We use the assets of the Separate Account to buy shares of the underlying fund(s) of this policy according to your most recent allocation instruction on file with us. The underlying fund(s) are registered under the Investment Company Act of 1940 as open-end, management investment companies. Assets of each Investment Option are invested in shares of the corresponding underlying fund series.

No change will be made in the investment policy of any of the Investment Options of the Separate Account without approval of the appropriate insurance supervisory official of our domiciliary state of Connecticut. The approval process is on file with the Department of Insurance.

Addition, Deletion, or Substitution of Investment Options
We have the right, subject to compliance with applicable law, to add, delete, or substitute Investment Options of the Separate Account, including asset allocation models and strategies, combine the Separate Account into another Separate Account, transform the Separate Account into a mutual fund, and/or, if applicable, deregister the Separate Account under the Investment Company Act of 1940. We also reserve the right to eliminate the shares of any underlying fund(s) if they are no longer available for investment, or if we believe investing in any underlying fund(s) is no longer appropriate for the purposes of the Separate Account.

Share of Separate Account Investment Option Values
The share of this policy in the value of each Investment Option of the Separate Account on a business day is the Accumulation Unit Value of that Investment Option on that date multiplied by the number of this policy's Accumulation Units in that Investment Option after all transactions for the business period ending on that day have been processed. For any day which does not fall on a business day, the share of this policy in the value of each Investment Option of the Separate Account is determined using the number of Accumulation Units on that day after all transactions for that day have been processed and the Accumulation Unit Values on the next business day.

Accumulation Units
The number of Accumulation Units credited to each Investment Option of the Separate Account will be determined by dividing the net premium payment, Longevity Credit or transfer amount applied to that Investment Option by the then current Accumulation Unit Value of that Investment Option.

Accumulation Unit Value
The Accumulation Unit Value of each Investment Option of the Separate Account was set up by us on the first business day of each such Investment Option. The Accumulation Unit Value of an Investment Option of the Separate Account on any other business day is determined by multiplying the Accumulation Unit Value of that Investment Option on the immediately preceding business day by the Net Investment Factor for that Investment Option for the then current business period. The Accumulation Unit Value of each Investment Option of the Separate Account on a day other than a business day is the Accumulation Unit Value on the next business day. The Accumulation Unit Value of each Investment Option of the Separate Account on a business day is determined at the end of that day.

Net Investment Factor
The Net Investment Factor for each Investment Option of the Separate Account is determined by the investment performance of the assets held by the Investment Option during the business period.

The Net Investment Factor is equal to the result of item (d) below subtracted from the result of dividing the sum of items (a) and (b) by item (c) as defined below.

(a) The value of the assets in the Investment Option on the current business day, including accrued net investment income and realized and unrealized capital gains and losses, but excluding the net value of any transactions during the current business period.

(b) The amount of any dividend (or, if applicable, any capital gain distribution) received by the Investment Option if the "ex-dividend" date for shares of the fund occurs during the current business period.

(c) The value of the assets in the Investment Option as of the just prior business day, including net accrued net investment income and realized and unrealized capital gains and losses, and including the value of all transactions during the business period ending on that date.

(d) The sum of the charge, if any, for taxes and reserves for taxes on investment income, and realized and unrealized capital gains multiplied by the number of days in the current business period.

SECTION 7: TRANSFER OPTIONS

Transfers

Except as provided below, you may elect to transfer amounts among the Investment Options up to twelve times in a Contract Year. If additional transfers are requested, the Company reserves the right to prohibit such transfers or impose a transfer charge, not to exceed the Maximum Transfer Charge, shown in the Schedule Pages, for each transfer in excess of twelve. Any transfer charge will be deducted from the Investment Options from which the amounts are to be transferred with each such Investment Option bearing a pro-rata share of the transfer charge. We have the right to prohibit a transfer less than 30 days prior to the Maturity Date. Transfers may be made by written request or by telephone or internet notification if a currently valid written authorization to make changes in this manner is on file with us.

DCA Program

Under the Dollar Cost Averaging Program ("DCA Program"), only the Initial Premium Payment can be applied towards the DCA Program. If you elect the DCA Program, the Initial Premium Payment will be deposited into the Money Market Investment Option, and will be transferred automatically during the DCA Transfer Period elected by you, and shown in the Schedule Pages, from the Money Market Investment Option to the other Investment Options in accordance with your investment allocation instructions then in effect. The frequency of such automatic transfers will either be on a monthly or quarterly basis, depending on your election, and the amount of each transfer is subject to the Minimum DCA Transfer Amounts shown in the Schedule Pages. Upon expiry of the DCA Transfer Period, any amount remaining in the Money Market Investment Option will be transferred out with the last DCA transfer. The Money Market Investment Option is not otherwise available for premium allocations or other transfers until expiry of the DCA Transfer Period.

Asset Rebalancing Program

Under the Asset Rebalancing Program, funds are transferred automatically among the Investment Options on a monthly, quarterly, semi-annual, or annual basis to maintain the allocation percentages elected by you. We have the right to prohibit the Asset Rebalancing and DCA Programs to be in effect at the same time.

Transfer Restrictions

Transfers made under the DCA Program or Asset Rebalancing Program will be processed on the next business day following your request for the month that applies. If the value in the applicable Investment Option is below the amount to be transferred, then the entire remaining balance will be transferred and the DCA or Asset Rebalancing Programs will terminate. You may also terminate your participation in the DCA or Asset Rebalancing Programs at any time upon written request. Termination will be effective on the first business day following our receipt of written notice.

We have the right, in our sole and absolute discretion, to temporarily or permanently modify or terminate transfer privileges, or reject any specific order from anyone including the owner, market-timing organization, or individual, or other party authorized to give transfer orders whose transactions would constitute Disruptive Trading as determined by us or an underlying fund company. Disruptive Trading includes, but is not limited to, frequent purchases, redemptions and transfers, transfers into and out of an Investment Option in a short period of time, and transfers of large amounts at one time. In addition to restricting or terminating transfer privileges we also reserve the right to limit the dollar amount and frequency of transfers, impose redemption fees on short-term trading, restrict the method of making transfers, and to require a holding period for some Investment Options. We also reserve the right to not accept batch transfer instructions from anyone acting under powers of attorney for multiple owners, unless we have entered into a third-party transfer service agreement. Such transfer limitations could be applied to transfers to or from some or all of the Investment Options. These limitations, individually or in aggregate, may be applied in any manner reasonably designed to prevent any use of the transfer right that is considered by us to be to the disadvantage of other owners. Any termination, restriction, or limitation on transfer privileges will be administered in a uniform non-discriminatory manner. If we reject a transfer for any of these reasons, we will notify you of our decision in writing. We do not include transfers made pursuant to the DCA or Asset Rebalancing Program when applying our Disruptive Trading policy.

SECTION 8: WITHDRAWALS, SURRENDER, TERMINATION

Withdrawals
After the Deferral Period End Date, you may request withdrawals of the Cash Value. Such withdrawals must be by written request and must include any tax withholding information we may reasonably require. The withdrawal amounts must be at least equal to the Minimum Withdrawal Amount shown in the Schedule Pages. The value of each Investment Option will be reduced proportionately, unless otherwise agreed upon, by the withdrawal. The payment you will receive is the requested amount of the withdrawal.

For contracts issued in connection with the Individual Retirement Accounts, you may request a withdrawal in the amount of the Required Minimum Distribution ("RMD") regardless of whether the contract is in the Deferral Period. You may withdraw RMD amounts from this contract for purposes of satisfying RMD requirements that are attributable only to this contract. Any RMD amounts that are not withdrawn during a calendar year cannot be withdrawn in subsequent calendar years. Amounts withdrawn for RMD purposes will decrease the Contingent Account Value. Because Cash Value is neither available nor applicable during the Deferral Period, amounts withdrawn from this contract for RMD purposes during the Deferral Period are not considered a withdrawal of Cash Value.

Surrender
On or after the Deferral Period End Date, you may request to withdraw the entire Cash Value, which is referred to as a surrender. Surrenders must also be by written request and must include any tax withholding information we may reasonably require. The payment you will receive is the Cash Value in effect on the date of surrender.

Termination During the Deferral Period
During the Deferral Period, this contract will terminate without value on the earliest of the following dates:

- the date of death of the Annuitant, when the Individual Longevity Solution is in effect;
- the date of death of the surviving Annuitant, when the Joint Longevity Solution is in effect;
- the date the Contingent Account Value is reduced to zero, unless otherwise determined by an attached rider, amendment, or endorsement.

The contract cannot be surrendered or otherwise voluntarily terminated during the Deferral Period.

Termination After the Deferral Period
After the Deferral Period, this contract will terminate without value on the earliest of the following dates:

- the date the Contingent Account Value is reduced to zero, unless otherwise determined by an attached rider, amendment, or endorsement;
- the date you elect an annuity payment option in accordance with Sections 17 and 18;
- the date the contract is surrendered;
- the Maturity Date.

Upon termination, we will mail or otherwise deliver written notice to you at your most recent post office address on file at our Annuity Operations Division.

SECTION 9: EXPENSE CHARGES

Charges to cover expenses incurred by us in the distribution and administration of this contract are made in the manner described below.

Annual Administrative Charge
An Annual Administrative Charge is deducted from the Contingent Account Value on each applicable Contract Anniversary, as shown in the Schedule Pages. Each Investment Option bears a pro rata share of such expense based on the proportionate value of each of the Investment Options. We reserve the right to lower such charge. By agreement with us, you may, instead, elect to pay this charge in cash.

Mortality and Expense Risk Fee
A Mortality and Expense Risk Fee is deducted from the Contingent Account Value on each applicable Monthly Processing Date, as shown in the Schedule Pages. Each Investment Option bears a pro rata

share of such expense based on the proportionate value of each of the Investment Options. We reserve the right to lower such fee.

Premium Expense Charge
A Premium Expense charge, not to exceed that shown in the Schedule Pages, is deducted from all premiums paid. We reserve the right to lower such fee.

Tax
We may include a charge for a premium tax as described in the Section 5.

Transfer Charge
A transfer charge is as shown on the Schedule Page and is described in Section 7.

SECTION 10: CONTINGENT ACCOUNT VALUE AND LONGEVITY CREDITS

Determination of the Contingent Account Value
Prior to the Maturity Date, the value of an Investment Option of the Separate Account for this contract is determined by multiplying the total number of Accumulation Units under this contract for that Investment Option by the current Accumulation Unit Value of that Investment Option. The total Contingent Account Value under this contract equals the sum of the values of each of the Investment Options.

Longevity Credits
The Coverage Option in effect is elected by you, and is shown in the Schedule Pages. It cannot be changed after issue of the contract.

On each Contract Anniversary prior to and including the Deferral Period End Date, the Contingent Account Value is credited with a Longevity Credit. If the Individual Longevity Solution is in effect, the Annuitant must be living in order to receive such year's credit. If the Joint Longevity Solution is in effect, either the Annuitant or Joint Annuitant must be living in order to receive such year's credit. After the Deferral Period End Date, there are no additional Longevity Credits.

The Longevity Credit in any Contract Year is equal to the applicable Longevity Credit Percentage, as specified in the Schedule Pages, for that Contract Year, multiplied by the Contingent Account Value on that Contract Anniversary.

The Longevity Credit is immediately allocated among the Investment Options in accordance with your investment allocation instructions then in effect.

The Valuation of Investment Options
The values of the assets in each Investment Option will be calculated in accordance with applicable law and accepted procedures.

All paid-up annuity, cash surrender, and death benefits under this contract are not less than the minimum benefits required by any statute of the state where this contract is delivered or issued for delivery. Any additional amounts we credit to the contract will be treated as any other gain in the contract and, after the Deferral Period, will increase the paid-up annuity, cash surrender and death benefits. Paid-up annuity and cash surrender benefits, and death benefits will be reduced by any withdrawal.

We guarantee that expense and mortality results shall not adversely affect the dollar amount of variable benefits and other contractual payments and values.

SECTION 11: DEATH BENEFIT

During the Deferral Period
During the Deferral Period, there is no death benefit paid upon death of the Owner. Upon death of the Annuitant when the Individual Longevity Solution is in effect, or death of the surviving Annuitant when the Joint Longevity Solution is in effect, the contract terminates without value. No death benefit or any other benefits or amounts are payable. If we receive proof of death of an Annuitant after the Deferral Period has expired and that death had occurred during the Deferral Period, no death benefit or any other benefits or amounts will be payable.

After the Deferral Period End Date, but prior to the Maturity Date
After the Deferral Period End Date, but prior to the Maturity Date, the death benefit will be determined upon the death of any Owner and is equal to the Contingent Account Value. If the contract is held by a single Owner who dies before the Maturity Date, we will pay the death benefit to the designated Contract Beneficiary(ies) upon receipt of a certified death certificate, or any other proof acceptable to us. If there is more than one Owner and one of the Owners dies before the Maturity Date, we will pay the death benefit to the surviving Owner(s), if any, who will be deemed to be the designated Contract Beneficiary. If the spouse of a deceased Owner is entitled to receive all or some portion of the death benefit, the spouse may elect to continue the contract as the new Owner. This election is allowed only prior to the Maturity Date and can be elected only one time. When the spouse elects to continue the contract, the death benefit that the spouse is entitled to receive will become the new Contingent Account Value for the continued contract.

If the contract is owned by a non-natural person, such as a trust, and the Annuitant dies before the Maturity Date, we will pay the death benefit to the Owner.

The death benefit provided under this contract is not less than the minimum benefits required under the laws of the state where this contract is delivered or issued for delivery.

Distribution at Death Requirements
Any Contract Beneficiary who is a natural person entitled to a death benefit may elect to receive the death benefit in the form of a lump sum at death, deferral for a period of five years or annual periodic payments beginning, for a non-qualified contract, no later than the first anniversary of the Owner's death and for an IRA contract, no later than December 31 of the year after the Owner's death. The required minimum amount of the annual periodic payments is based on the life or life expectancy of the Contract Beneficiary, using IRS tables. If an annuity payment option is not elected or the Contract Beneficiary is a non-natural person, the entire death benefit will be distributed in a lump sum no later than five years after the date of death. A Contract Beneficiary who is the spouse of the deceased Owner has additional after-death payment options, including becoming the new owner of the contract. The contract is to be interpreted in accordance with sections 72(s) and 401(a)(9) of the Internal Revenue Code.

On or after the Maturity Date
If an owner dies on or after the Maturity Date, and there is no surviving Owner, any remaining annuity payments will be paid to the Contract Beneficiary under the annuity payment option in effect on the date of death. If there is a surviving Owner, the payments continue as if there had been no death. Payments to the Contract Beneficiary or surviving Owner may not be deferred or otherwise extended without our prior approval. If the Annuitant and Joint Annuitant(s), if any, die and are survived by any Owner, remaining annuity payments, if any, will be paid to such Owner. Payments will continue under the annuity payment option in effect at the date of death and may not be deferred or otherwise extended without our prior approval.

SECTION 12: ASSIGNMENT

After the Deferral Period End Date, you may assign your interest in this contact, except as otherwise provided, without the consent of any person other than an irrevocable Contract Beneficiary. Your interest, any interest of the Annuitant, and of any revocable Contract Beneficiary shall be subject to the terms of the assignment.

We will not be considered to have notice of any assignment of an interest in this contract until we receive the original or copy of the written assignment at our Annuity Operations Division. In no event will we be responsible for the validity or sufficiency of any assignment. Any change will be subject to any payment made or actions taken by us before we received the written assignment at our Annuity Operations Division.

If this contract is issued in an IRA, this contract is subject to assignment restrictions for federal income tax purposes. In such event, this contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

SECTION 13: DEFERRAL OF DETERMINATIONS

We may postpone the processing of any withdrawals or surrender to the extent any transactions depend upon the value of any Investment Option of the Separate Account, for any period during which the New York Stock Exchange is closed for trading (except normal holiday closing); or when the Securities and Exchange Commission has determined that a state of emergency exists such that valuation or disposal of securities held by any of the Separate Accounts is not practical; or where the value of any Investment Option of the Separate Account is unavailable for other trading or pricing purposes.

Rules and regulations of the Securities and Exchange Commission, if any, are applicable and will govern as to whether conditions described above exist.

SECTION 14: PROOF REQUIRED FOR PAYMENT

We may require proof of the correct age of the Annuitant and Joint Annuitant, if any, before any annuity payments begin. We also have the right to require proof of the identity, age, and survival of any person entitled to any payment under this contract or upon whose life any payments depend.

SECTION 15: MISSTATEMENTS

If the age or sex of the Annuitant or Joint Annuitant has been misstated, any benefits payable will be adjusted to the amount that the Contingent Account Value would have purchased based on the Annuitant's or Joint Annuitant's correct age and sex. Any overpayment(s) and underpayment(s) made by us will be charged or credited against future payments to be made under the contract. We will charge interest on any overpayments and credit interest on any underpayments at the effective annual rate required by the state where this contract is delivered.

SECTION 16: STATEMENT OF ACCOUNT

We will send you a statement of account at least annually, or more frequently, as required by law. The statement of account will include the Contingent Account Value, Cash Value, death benefit, and transaction information. The statement of account will show any other information required by the state or federal laws or regulations. The statement will be mailed to your most recent post office address on file at our Annuity Operations Division.

SECTION 17: ANNUITY BENEFITS

After the Deferral Period End Date, but on or before the Maturity Date, you may elect any one of the annuity payment options as described in Section 18. If no election is made, we shall begin to pay a series of annuity payments automatically to the Owner beginning on the Maturity Date for a period certain of 10 years and as long thereafter as the Annuitant lives. The amount of each annuity payment will be equal to the Contingent Account Value on the Maturity Date less any applicable tax, divided by $1,000 and then multiplied by the applicable annuity payment factors.

If the amount to be applied on the Maturity Date is less than $2,000 or would result in monthly payments of less than $20, we shall have the right to pay such amount to you in one lump sum in lieu of providing such annuity. We also have the right to change the annuity payment frequency to annual if the monthly annuity payment would otherwise be less than $20.

SECTION 18: ANNUITY PAYMENT OPTIONS

Annuity payment options are available only after the Deferral Period End Date. Annuity payment options may be elected only by written request. Annuity payment options are specified below.

Individual Longevity Solution

If the Individual Longevity Solution is in effect at the time of your request, either a single life payment option or a joint life payment option can be elected. If you elect a joint life payment option, a Joint Annuitant must be named**.**

Joint Longevity Solution
If the Joint Longevity Solution is in effect at the time of your request, and both annuitants are living, a joint life payment option must be elected If, however, only one annuitant is living, a single life payment option can be elected, or a joint life payment option can be elected. If you elect a joint life payment option under such circumstances, then a Joint Annuitant must be named.

We reserve the right to require that the election of an annuity payment option be in the form of a supplementary contract distributed by us reflecting the terms of the payment option elected. We have the right to require proof of age and sex of any person on whose life payments depend, as well as proof of the continued survival of any such person. After the first Payment Calculation Date, you may not change the annuity payment option you elected. When the election of an annuity payment option is made by the Contract Beneficiary of any death benefit payable under this contract, limited as described in Section 11, the term “Annuitant” as used below shall refer to such Contract Beneficiary.

Calculation of Fixed Annuity Payments
Under Options A, B, D, E and F, the applicable annuity payment option rate used to determine the payment amount will not be less than the rate based on the 2000 Individual Annuity Mortality Table with a 10-year age setback and an interest rate of 2.5%. Under Options G and H, the interest rate is 1.5%. Under Options A, B, D, E, F, G, and H, the amount of the payment is equal to the Contingent Account Value, less any applicable tax, divided by $1,000 and then multiplied by the applicable annuity payment option rate.

Option A – Life Annuity with Specified Period Certain
A fixed payout annuity payable monthly while the Annuitant is living or, if later, the end of the specified period certain. The period certain may be specified as 5, 10, or 20 years. The period certain must be specified at the time this option is elected.

Option B – Non-Refund Life Annuity
A fixed payout annuity payable monthly while the Annuitant is living. No monthly payment, death benefit or refund is payable after the death of the Annuitant.

Option D – Joint and Survivorship Life Annuity
A fixed payout annuity payable monthly while either the Annuitant or designated Joint Annuitant is living. If a Joint Annuitant is not previously designated, you must designate the Joint Annuitant at the time you elect this option.

Option E – Installment Refund Life Annuity
A fixed payout annuity payable monthly while the Annuitant is living. If the Annuitant dies before the annuity payments made under this option total an amount which refunds the entire amount applied under this option, we will make a lump sum payment equal to the entire amount applied under this option less the sum of payments already made.

Option F – Joint and Survivorship Life Annuity with 10-Year Period Certain
A fixed payout annuity payable monthly while either the Annuitant or Joint Annuitant is living, or if later, the end of 10 years. If a Joint Annuitant is not previously designated, you must designate the Joint Annuitant at the time you elect this option.

Option G – Payments for a Specified Period
A fixed payout annuity payable monthly over a specified period of time. Payments continue whether the Annuitant lives or dies. The specified period must be in whole numbers of years from 5 to 30, but cannot be greater than 100 minus the age of the older of the Annuitant and Joint Annuitant. However, if the Contract Beneficiary of any death benefits payable under this contract elects this Payment Option, the period selected by the Contract Beneficiary may not extend beyond the life expectancy of such Contract Beneficiary.

Option H – Payments of a Specified Amount
Equal income installments of a specified amount are paid until the principal sum remaining under this option from the amount applied is less than the amount of the installment. When that happens, the principal sum remaining will be paid as a final payment. The amount specified must provide for payments for a period of at least 5 years.

Other Options
We may offer other annuity payment options or alternative versions of the options listed above.

Tables of Annuity Payment Option Rates
The tables in this section show the guaranteed minimum monthly payments for Fixed Annuity Payment Options A - G for each $1,000 applied. These rates are based on the Annuitant's age and sex. If our rates in effect on the first Payment Calculation Date are more favorable, we will use those rates. Amounts for payment frequencies, periods, ages and any current rate information not shown will be provided upon request.

The term "age" as used in the tables refers to the actual age of the Annuitant on the first Payment Calculation Date.

Options A & E - Life Annuity with Specified Period Certain; Installment Refund Life Annuity

	Installment Refund		5 Years Certain		10 Years Certain		20 Years Certain	
Age	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**
40	$2.85	$2.76	$2.90	$2.79	$2.89	$2.79	$2.89	$2.78
45	2.99	2.88	3.05	2.92	3.05	2.92	3.03	2.91
50	3.15	3.02	3.24	3.08	3.24	3.08	3.21	3.06
55	3.35	3.20	3.48	3.28	3.47	3.28	3.42	3.25
60	3.58	3.41	3.79	3.54	3.76	3.53	3.67	3.48
65	3.87	3.68	4.17	3.87	4.13	3.85	3.97	3.76
70	4.24	4.01	4.67	4.30	4.61	4.26	4.30	4.09
75	4.68	4.44	5.36	4.88	5.21	4.81	4.63	4.45
80	5.24	4.98	6.28	5.68	5.97	5.51	4.92	4.80
85	5.93	5.67	7.49	6.81	6.82	6.41	5.12	5.07
90	6.78	6.55	9.04	8.38	7.70	7.42	5.22	5.21

Option B - Non-Refund Life Annuity

Age	Male	Female
40	$2.90	$2.79
45	3.05	2.92
50	3.24	3.08
55	3.49	3.28
60	3.79	3.54
65	4.18	3.87
70	4.69	4.31
75	5.40	4.90
80	6.38	5.73
85	7.73	6.94
90	9.61	8.73

Option D - Joint and Survivorship Life Annuity

	Male Age										
Female Age	**40**	**45**	**50**	**55**	**60**	**65**	**70**	**75**	**80**	**85**	**90**
40	$2.65	$2.69	$2.72	$2.74	$2.75	$2.76	$2.77	$2.78	$2.78	$2.78	$2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.92
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07
55	2.79	2.88	2.97	3.05	3.11	3.16	3.20	3.23	3.25	3.26	3.27
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.51	3.52
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.83
70	2.86	2.99	3.14	3.31	3.49	3.66	3.83	3.98	4.09	4.18	4.23
75	2.87	3.01	3.18	3.37	3.58	3.81	4.05	4.28	4.48	4.63	4.74
80	2.88	3.03	3.20	3.41	3.65	3.93	4.25	4.58	4.89	5.17	5.38
85	2.89	3.04	3.22	3.44	3.70	4.03	4.41	4.84	5.31	5.76	6.15
90	2.89	3.04	3.23	3.46	3.74	4.09	4.52	5.05	5.67	6.34	6.99

Option F - Joint and Survivorship Life Annuity with 10-Year Period Certain

	Male Age										
Female Age	**40**	**45**	**50**	**55**	**60**	**65**	**70**	**75**	**80**	**85**	**90**
40	$2.65	$2.69	$2.72	$2.74	$2.75	$2.76	$2.77	$2.78	$2.78	$2.78	$2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.91
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07
55	2.79	2.88	2.97	3.04	3.11	3.16	3.20	3.23	3.25	3.26	3.27
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.50	3.52
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.82
70	2.86	2.99	3.14	3.31	3.48	3.66	3.83	3.98	4.09	4.17	4.21
75	2.87	3.01	3.17	3.36	3.58	3.81	4.05	4.27	4.47	4.61	4.71
80	2.88	3.03	3.20	3.41	3.65	3.93	4.24	4.56	4.87	5.12	5.31
85	2.89	3.04	3.22	3.44	3.70	4.02	4.39	4.82	5.26	5.67	5.99
90	2.89	3.04	3.23	3.45	3.73	4.08	4.50	5.01	5.58	6.15	6.66

Option G - Payments for a Specified Period

Number of Years	Annual Installment	Monthly Installment
5	$206.00	$17.28
6	172.93	14.51
7	149.32	12.53
8	131.61	11.04
9	117.84	9.89
10	106.83	8.96
11	97.83	8.21
12	90.33	7.58
13	83.98	7.05
14	78.55	6.59
15	73.84	6.20
16	69.72	5.85
17	66.09	5.55
18	62.86	5.27
19	59.98	5.03
20	57.38	4.81
25	47.55	3.99
30	41.02	3.44

PHOENIX

Flexible Premium Variable Deferred Annuity
Nonparticipating – not eligible for dividends

SECTION 1: SCHEDULE PAGES

Owner:	[John Doe]
Certificate Number:	[13000000]
Initial Premium Payment:	[$100,000.00]
Certificate Date:	[February 1, 2008]
Maturity Date:	[February 1, 2038]
Annuitant:	[John Doe]
Annuitant Age:	[65]
Annuitant Sex:	[Male]
[Joint Annuitant:	[Jane Doe]
Joint Annuitant Age:	[65]
Joint Annuitant Sex:	[Female]]
Certificate Beneficiary:	[As specified later in this Section 1]
Coverage Option:	[Individual Longevity Solution]
[Certificate Series:	[Nonqualified Individual Solution]]
Deferral Period:	[20 years]
Deferral Period End Date:	[February 1, 2028]
DCA Transfer Period:	[12 months]
Minimum DCA Transfer Amounts:	
Monthly	[$25]
Quarterly	[$75]
Minimum Withdrawal Amount:	[$100]
Minimum Premium Payment:	[$100]
Maximum Premium Payment:	[$1,000,000]
Maximum Aggregate Premium Payment:	[$5,000,000]
Premium Restriction Period:	[February 1, 2021 – February 1, 2028]

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]

Certificate Number: [13000000]

Schedule of Longevity Credit Percentages:

[

Certificate Year	Longevity Credit Percentage (%)		Certificate Year	Longevity Credit Percentage (%)
1	0.1		11	1.1
2	0.2		12	1.2
3	0.3		13	1.3
4	0.4		14	1.4
5	0.5		15	1.5
6	0.6		16	1.6
7	0.7		17	1.7
8	0.8		18	1.8
9	0.9		19	1.9
10	1.0		20	2.0

]

Separate Account: **[**PHL Variable Private Placement Separate Account: This separate account is established by our Company under Connecticut Law.**]**

Investment Allocation:

[Money Market #122: 100%]

Owner:	[John Doe]
Certificate Number:	[13000000]

MAXIMUM CERTIFICATE CHARGES

Mortality and Expense Risk Fee:	[0.041667%, deducted monthly (based on an annual rate of 0.500%)]
Transfer Charge:	[$25 per transfer]
Annual Administrative Charge:	[$50.00, deducted each Certificate Anniversary [after the Deferral Period End Date]]
Premium Expense Charge:	[0%] of premiums paid

Owner: [John Doe]

Certificate Number: [13000000]

CERTIFICATE BENEFICIARY

[Jack Doe]

Owner: [John Doe]

Certificate Number: [13000000]

[Rider Information]

[Rider Description	**Rider Issue Date**	**Benefit Amount**	**Rider Expiry Date**	**Rider Charge]**

[

]

[PHOENIX®] [PHL Variable Insurance Company]
Regular Mail: [Phoenix Annuity Mail Operations
PO Box 8027, Boston MA 02266-8027]
Express Mail: [Phoenix Annuity Mail Operations
30 Dan Road, Suite 8027, Canton MA 02021-2809]

Phoenix Longevity Edge Variable Annuity Application

Section 1. Longevity Solutions

[Select **one** Longevity Solution **(required)**:

☒ **Individual Longevity Solution**
One annuitant must be named. Complete A in Section 2.
The Owner(s) must be one of the following:
- The same as the Annuitant. If so, complete A in Section 3. (Note: For IRAs, this is required.)
- The spouse of the Annuitant. If so, complete B in Section 3.
- The Annuitant and the spouse of the Annuitant. If so, complete A and B in Section 3.
- A trust. If so, complete D in Section 3. (Note: must be a non-grantor trust for the benefit of a natural person.)

☐ **Joint Longevity Solution**
Two annuitants must be named. Complete A and B in Section 2. (Note: This solution is not available for IRAs.)
The Owner(s) must be one of the following:
- Spouses who are the same as the Annuitants. If so, complete C in Section 3.
- A trust. If so, complete D in Section 3.]

[**Please elect a Deferral Period (required):** 10 **Years**
- Must be a whole number of years between 10 and 40.
- Cannot end prior to the youngest Annuitant's 70th birthday.
- Cannot extend past the oldest Annuitant's 90th birthday.]

Section 2. Annuitant(s)

A. Annuitant

Name (First, Middle, Last)	**Sex**	**Date of Birth** (mm/dd/yyyy)
John Doe	☒ Male ☐ Female	01/15/ 1960
Address (Street, Number, City, State and ZIP Code)		**SSN/Tax ID**
One Alphabet Street, Anytown, CT 06006		123-45-8596
Telephone Number	**Email Address**	
(858)556-9622	johndoe@email.com	

B. Joint Annuitant (if any)

Name (First, Middle, Last)	**Sex**	**Date of Birth** (mm/dd/yyyy)
	☐ Male ☐ Female	
Address (Street, Number, City, State and ZIP Code)		**SSN/Tax ID**
Telephone Number	**Email Address**	

Section 3. Owner(s)

☒ **A. Annuitant**

☐ **B. Spouse of Annuitant**

Name (First, Middle, Last)	**Sex**	**Date of Birth** (mm/dd/yyyy)
	☐ Male ☐ Female	
Address (Street, Number, City, State and ZIP Code)		**SSN/Tax ID**
Telephone Number	**Email Address**	

☐ **C. Annuitant and Joint Annuitants** (**must** be spouses)

☐ **D. Trust** (**must** also complete the Certification of Acknowledgement of Trust Agreement)

Name(s) of Trust(s)	**Trust Tax ID**
Name(s) of Trustee(s)	
Trust Address (Street, Number, City, State and ZIP Code)	**Trust Date (mm/dd/yyyy)**

Section 4. Beneficiary Designation (All beneficiaries will share equally unless otherwise specified)

Note: If the Owner is the Annuitant's spouse, or if the contract is jointly owned by the Annuitant and the Annuitant's spouse, then the sole beneficiary during the Deferral Period must be the Annuitant. After the deferral period, the beneficiary may be changed.

Name (First, Middle Last)	Type	Date of Birth (mm/dd/yyyy)	SSN/Tax ID	Relationship to Owner	% Share
Jane Doe	☒ Primary ☐ Contingent	01/30/1961	987-65-4321	Spouse	100%
	☐ Primary ☐ Contingent				
	☐ Primary ☐ Contingent				
	☐ Primary ☐ Contingent				

Section 5. Plan Type

[A. Non Qualified ☒ New ☐ 1035 Exchange

☐ Other _____

B. Traditional IRA/Qualified ☐ New Contribution for Tax Year _____

☐ Rollover/Direct Transfer]

Section 6. Premium (Make check payable to "**Phoenix**")

Exact or Estimated Amount of Premium $ $100,000.00 _____

Section 7. Riders and Features

[☐ Rider 1

☐ Rider 2

☐ Rider 3

☐ Other _____

☐ Other _____]

Section 8. Investment Options (Whole percentages only. Must total 100%)

[50 % Fund A _____ % Fund B 25 % Fund C _____ % Fund D 25 % Fund E _____ % Fund F]

Section 9. Optional Investment Programs

Asset Rebalancing

A. Frequency (Check one): ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☒ Annually

B. Start Date (Check one): ☒ Current Receipt Date ☐ Calendar 3/31, 6/30, 9/30, 12/31 ☐ Other:_____

[**Dollar Cost Averaging (DCA)** (if DCA is elected, you cannot allocate money to the Money Market account until the DCA period has expired.)

I elect DCA from the Money Market to transfer my initial premium over a period of 12 (3 - 12) months at a frequency of: ☐ Monthly or ☐ Quarterly]

Section 10. Replacement

Are there any life insurance policies or annuity contracts owned by or on the life of the applicant? ☐ Yes ☒ No

Will this annuity replace any existing life insurance or annuity? ☐ Yes ☐ No (if Yes, see below)

Company_____

Contract Number_____

Section 11. Special Requests

Section 12. Telephone[/Electronic] Authorization (if left blank, no authorizations will apply)

Check a box below if you wish to authorize telephone[/ electronic]instructions. Phoenix will use reasonable procedures to confirm that telephone[/ electronic] instructions are authorized and genuine. As long as these procedures are followed, I agree to hold harmless Phoenix and its affiliates and their directors, trustees, officers, employees, representatives and/or agents, from any claim, liability, loss or cost.

☐ I wish to authorize Phoenix to act upon telephone instructions from me.

[OR]

[☒ I wish to authorize Phoenix to act on telephone / electronic instructions received from me and/or my Financial Advisor.]

Section 13. State Required Notices

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

The following states require the applicant to acknowledge the information below that pertains to his or her specific state.

Arkansas, Kentucky, New Mexico, Ohio, Oklahoma - Any person who knowingly and with intent to defraud any insurance company or other person and who files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any false materials thereto commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

Arizona - Upon your written request, we will provide you within a reasonable period of time reasonable factual information regarding the benefits and provisions of the annuity contract for which you are applying. If for any reason you are not satisfied with the contract, you may return the contract within ten days after it is delivered to you for a refund of any payments made, less any withdrawals paid. If the contract you are applying for is a variable annuity, you will receive an amount equal to the sum of (i) the difference between the premiums paid and the amounts allocated to any account under the contract and (ii) the Contract Value on the date the returned contract is received by our company or our agent.

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

District of Columbia, Tennessee - **WARNING**. It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Georgia – Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information may be guilty of a felony of the third degree.

Louisiana - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

Section 14. Owner Acknowledgements

☐ I WOULD LIKE TO RECEIVE A STATEMENT OF ADDITIONAL INFORMATION (SAI).

I UNDERSTAND THAT ANNUITY PAYMENTS OR SURRENDER VALUES, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

I UNDERSTAND THAT THIS CONTRACT PROVIDES NO CASH VALUE OR DEATH BENEFIT DURING THE DEFERRAL PERIOD.

I have read all the statements in this application and represent that they are complete and true to the best of my knowledge and belief. I acknowledge receipt of a variable annuity prospectus. By accepting the annuity issued, I agree to any additions or corrections to this application. I also agree that a facsimile or imaged signature is as good as the original.

Under penalties of perjury, I certify that: a) the number shown on this form is my correct taxpayer identification number; and b) I am not subject to backup withholding because: 1) I am exempt from backup withholding; or 2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or 3) the IRS has notified me that I am no longer subject to backup withholding.

Owner's Signature John Doe	State Signed In CT	Date (mm/dd/yyyy) 09/11/2008
Joint Owner's Signature (if applicable)	State Signed In	Date (mm/dd/yyyy)
Annuitant's Signature (if other than owner)	State Signed In	Date (mm/dd/yyyy)
Joint Annuitant's Signature (if applicable)	State Signed In	Date (mm/dd/yyyy)
Trustee Signature (if applicable)	State Signed In	Date (mm/dd/yyyy)

Section 15. Financial Advisor Statement

Do you, as Advisor, have reason to believe the product applied for will replace existing annuities or insurance? ☐ Yes ☒ No

Are there any life insurance policies or annuity contracts owned by or on the life of the owner or annuitant? ☐ Yes ☒ No

Advisor Name (First, Middle, Last) Alan A. Agent	Advisor Signature Alan A. Agent
Advisor Email Address Alanagent@email.com	Advisor ID Number 1152659
Advisor Address (Street, Number, City, State and ZIP Code) 1 Agents Way, Anytown, CT 06006	
Date (mm/dd/yyyy) 09/11/2008	Advisor Telephone Number (203)564-8814

Section 16. Internal Approval

[Series Code: _____]

I hereby certify that I personally solicited this application and that the application is complete and accurate to the best of my knowledge.

Name of Licensed Insurance Representative Sarah Sample	ID Number 543217
Signature of Licensed Insurance Representative Sarah Sample	Date 09/11/2008

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/28/2008

Comments:

Attachment:

AR certifications - 08LVA.pdf

Review Status:

Satisfied -Name: Application 07/28/2008

Comments:

Application is attached under Form Schedule.

Review Status:

Satisfied -Name: Statement of Variability 11/06/2008

Comments:

Attachment:

Statement of Variability 08LVA,LVASP, OL4330 - FINAL .pdf

Review Status:

Satisfied -Name: Cover Letter 08/12/2008

Comments:

Attachment:

AR - Cover Letter.pdf

Review Status:

Satisfied -Name: Certification 08/12/2008

Comments:

Attachment:

AR certifications - 08LVA.pdf

ARKANSAS
CERTIFICATION

FORM NO.	**08LVA**
FORM TITLE	**Flexible Premium Deferred Annuity**
FLESCH SCORE	**N/A**
FORM NO.	**LVASP-1**
FORM TITLE	**Flexible Premium Deferred Annuity Schedule Pages**
FLESCH SCORE	**N/A**
FORM NO.	**OL4330**
FORM TITLE	**Variable Annuity Application**
FLESCH SCORE	**N/A**

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) and submission comply with Reg. 19 and Reg. 49, as well as the other laws and regulations of the State of Arkansas.

- The attached forms have achieved Flesch Reading Ease scores in compliance with Arkansas Code 23-80-206.

- The attached forms comply with ACA 23-79-138 and Bulletin 11-88.

PHL Variable Insurance Company

Signature: _____

Name: **Joeseph Bonfitto**
Title: **Compliance Associate**
Date: **August 11, 2008**

Statement of Variability

Forms 08LVA and LVASP-1

This Statement of Variability sets forth the variable information which will appear in brackets in form **08LVA (Flexible Premium Deferred Annuity)** and form **LVASP-1 (Contract Schedule Pages).** No change in variability will be made which in any way expands the scope of the wording being changed.

Cover Page

The Company address, as well as the Customer Service telephone number, is bracketed to indicate that they may change in the future.

We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

Page 3 (LVASP-1)

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Initial Premium Payment: The initial premium payment chosen by the Owner will appear in this field.

Contract Date: The date the contract is issued and the date from which Contract Years are measured will appear in this field.

Maturity Date: The later of the 10th Contract Year and the Contract Anniversary nearest the younger Annuitant's 95th birthday will appear in this field.

Annuitant: The name of the Annuitant will appear in this field.

Annuitant Age: The current age of the Annuitant will appear in this field.

Annuitant Sex: The sex of the Annuitant will appear in this field.

We have bracketed the next 3 fields referencing a Joint Annuitant since they will not appear if there is only an individual Annuitant.

Joint Annuitant: The name of the Joint Annuitant, if any, will appear in this field.

Joint Annuitant Age: The age of the Joint Annuitant, if any, will appear in this field.

Joint Annuitant Sex: The sex of the Joint Annuitant, if any, will appear in this field.

Contract Beneficiary: The name of the Contract Beneficiary, as specified by the Owner, will appear in this field.

Coverage Option: The Coverage Option elected by the Owner will appear in this field. The available Coverage Options are: Individual Longevity Solution and Joint Longevity Solution.

Contract Series: This field indicates the Contract Series and will only appear if such indicator is necessary for tracking purposes. The Contract Series are: Nonqualified Individual Solution, Nonqualified Joint Solution, and IRA Individual Solution.

Deferral Period: The period of time, chosen by the Owner, expressed in Contract Years, during which no annuity payments, withdrawals, surrenders, cash value, or death benefits are available will appear in this field. Currently, the Deferral Period may be not less than 10 years and not more than 40 years. Any changes to this range would be for new issues only and could range from 5 years to 50 years.

Deferral Period End Date: The date on which the Deferral Period expires will appear in this field. This field is calculated based on the Contract Date and the Deferral Period.

DCA Transfer Period: The period of time the Owner chooses to have funds transferred from the Money Market fund to one or more of the other investment options. The DCA period elected may range from 3-120 months.

Minimum DCA Transfer Amounts:

> Monthly: The minimum amount that may be transferred under the DCA program per month will appear in this field. Should we change this amount it would be for new issues only and could range from $0 to $1,000.
>
> Quarterly: The minimum amount that may be transferred under the DCA program per quarter will appear in this field. Should we change this amount it would be for new issues only and could range from $0 to $1,000.

Minimum Withdrawal Amount: The minimum amount that may be withdrawn from the contract upon each withdrawal will appear in this field. Should we change this amount it would be for new issues only and could range from $0 to $1,000.

Minimum Premium Payment: The minimum amount that may be paid as a premium, excluding the Initial Premium Payment, will appear in this field. Should we change this amount it would be for new issues only and could range from $0 to $10,000.

Maximum Premium Payment: The maximum premium amount that may be paid into the contract in any year will appear in this field. Should we change this amount it would be for new issues only and could range from $10,000 to $50,000,000.

Maximum Aggregate Premium Payment: The maximum amount of total premiums paid into the contract, including the Initial Premium Payment, allowed will appear in this field. Should we change this amount it would be for new issues only and could range from $10,000 to $50,000,000.

Premium Restriction Period: The period in which premiums may not be paid into the contract will appear in this field. Currently, the dates that appear will encompass the 7 year period preceding the Deferral Period End Date. Should we change this period it would be for new issues only and could range from 0-20 years preceding the Deferral Period End Date.

Page 4 (LVASP-1)

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Schedule of Longevity Credit Percentages: The Longevity Credit Percentages applicable to the named annuitant(s) will appear in this table. The table is bracketed since the amount of contract years displayed in the table will represent the length of Deferral Period elected, and the percentages will vary based on the age and gender of the annuitant(s).

Separate Account: The Separate Account that applies to the contract will appear in this field.

Investment Allocation: The fund(s) in which the Owner chooses to invest the premium payments will appear in this field.

Page 5 (LVASP-1)

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Mortality and Expense Risk Fee: The maximum Mortality and Expense Risk Fee will appear in this field. The maximum fee is currently 0.50% annually (0.041667% monthly). Should we change this charge it would be for new issues only and could range from 0.00% annually (0.000000% monthly) to 3.00% annually (0.250000% monthly).

Transfer Charge: The maximum amount that we charge for each transfer after the first 12 free transfers in any Policy Year will appear in this field. The maximum charge is currently $25. Should we change this charge it would be for new issues only and could range from $0 to $50.

Annual Administration Charge: The maximum Annual Administrative Charge will appear in this field. The maximum charge is currently $50. Should we change this charge it would be for new issues only and could range from $0 to $100. We have also bracketed "after the Deferral Period End Date" to allow for the possibility of an Annual Administration Charge prior to the Deferral Period End Date. Such change would apply to new issues only.

Premium Expense Charge: The maximum Premium Expense Charge that is deducted from premiums paid will appear in this field. Currently, the charge is 0%. Should we change the percentage it would be for new issues only and could range from 0% to 8%.

Page 6 (LVASP-1)

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Contract Beneficiary: The name of the Contract Beneficiary(ies), as specified by the Owner, will appear in this field.

Page 7 (LVASP-1)

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Rider Information: There are currently no riders available with this product so this page will not appear. It is included only for specimen purposes. Any new riders or endorsements that we plan to use with this form will be filed separately and not used until approved. If in the future there is(are) rider(s) available with this product this page will only appear if they are elected by the Owner.

Statement of Variability

Form OL4330

This Statement of Variability sets forth the variable information which will appear in brackets in form **OL4330 (Variable Annuity Application)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1:

Company Logo: The company logo has been bracketed to indicate that this logo could be changed in the future.

Company Name: The name of the company has been bracketed to indicate that this application could be used with a different company affiliated with Phoenix, or that the name could change in the future.

Company Address: Each address on this page is bracketed to indicate that they may either change or an additional address may be added in the future.

Section 1. Longevity Solutions

This section has been bracketed to indicate that in the future we may not offer both the "Individual Longevity Solution" and "Joint Longevity Solution". The wording for each of these two options will not change as long as they appear on the form.

We have bracketed the "Deferral Period" part of Section 1 to indicate that the conditions set forth for determining which deferral period may be elected may change.

Page 2:

Section 5. Plan Type

We have bracketed the plans set forth in this section to indicate that we may either add or delete from the list of the plan types in this section.

Section 7. Riders and Features

This section is bracketed to indicate that if riders or new features are offered with the policy in the future that they will appear in this section of the form. There are currently no riders available with this product. New riders and features will only be added to this form subject to state insurance department filing and approval requirements for those riders and features.

Section 8. Investment Options

This section has been bracketed to indicate that when the list of investment options (Funds) available has been finalized they will appear in this section. This section is also bracketed to indicate that we may either add or delete investment options from this list subject to state insurance department filing and approval requirements.

Section 9. Optional Investment Programs

The "Dollar Cost Averaging (DCA)" language is bracketed to indicate that we may not offer this program in the future.

Page 3:

Section 12. Telephone/Electronic Authorization

The word “electronic” has been bracketed to indicate that the option to authorize instructions electronically may not always be available.

The second option has been bracketed to indicate that telephone/electronic authorization for Registered Representatives may not be available. The word “or” will only appear if both options appear.

Page 4:

Section 16. Internal Approval

The “Series Code” field is bracketed to indicate that it will only appear if such indicator is necessary for tracking purposes.

Joseph Bonfitto -
State Compliance Associate
Life & Annuity State Compliance Office
One American Row Hartford, CT 06102-5056
(860) 403-6308 Fax: (860) 403-7252
Toll Free: 1-800-349-9267 (press 2, then 1)
Email: Joseph.Bonfitto@phoenixwm.com

August 11, 2008

Mr. Joe Musgrove
Department of Insurance
State of Arkansas
1200 West Third Street
Little Rock, Arkansas 72201

Re: **PHL Variable Insurance Company**

NAIC #: 93548, FEIN #: 06-1045829

For Approval Purposes

Form 08LVA - Flexible Premium Deferred Annuity
Form LVASP-1 - Flexible Premium Deferred Annuity Schedule Pages
Form OL4330 - Variable Annuity Application

Dear Mr. Musgrove

We are filing the above-referenced forms for approval in your jurisdiction. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, and positioning. These forms are new and are not intended to replace existing forms. The forms will be effective on the date of approval. These forms were approved by our domiciliary state of Connecticut for use outside of Connecticut effective August 11, 2008.

The Contract **(08LVA)** is a Flexible Premium Deferred Annuity that is designed to help protect against longevity risk. It will provide the owner with assets, in the form of a lump sum or income stream, upon survival of the annuitant(s) to an advanced age. There is a deferral period, chosen by the owner, during which there is no cash value or death benefit, and longevity credits are applied to the contingent account value. After the deferral period there is a cash value and death benefit equal to the contingent account value.

The issue age and deferral period ranges for this contract as well as the reserve and nonforfeiture requirements are specified in the enclosed actuarial memorandum. The actuarial memorandum includes further details regarding product features and charges.

Form **LVASP-1**, the contract schedule pages, will be used with form 08LVA and set forth essential product information, such as fees and charges, contract minimums and maximums, product features and investment options.

This submission, including charges and other values, is for specimen purposes only. Other scenarios may generate additional text information in the schedule pages of the contract (**LVASP-1**).

These forms will be filed in all 50 States and the District of Columbia.

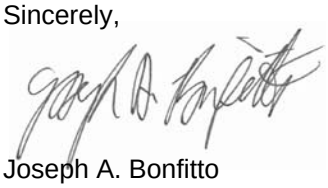
In addition, subsequently approved riders, addendums, insert pages, and endorsements may also be made available with this policy. When riders are elected, they will be referenced in the contract schedule pages as will any table of charges associated with a rider unless such table appears in the rider itself.

The **Variable Annuity Application, form OL4330,** has been designed for use with Variable Annuity Contracts such as the one included with this submission, and may be used with other Variable Annuity contracts that have been previously approved by your Department and any similar Variable Annuity contracts that we develop in the future.

Text ordinarily bracketed appears in the schedule pages of the contract and the application. See the attached actuarial memorandum and Statement of Variability for a more complete description.

Your attention to this submission is appreciated. A postage-paid, return envelope is enclosed for your convenience. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me at 1-860-403-6308, by fax at (860)-403-7252 or by e-mail at joseph.bonfitto@phoenixwm.com.

Sincerely,



Joseph A. Bonfitto
Compliance Associate

ARKANSAS
CERTIFICATION

FORM NO.	**08LVA**
FORM TITLE	**Flexible Premium Deferred Annuity**
FLESCH SCORE	**N/A**
FORM NO.	**LVASP-1**
FORM TITLE	**Flexible Premium Deferred Annuity Schedule Pages**
FLESCH SCORE	**N/A**
FORM NO.	**OL4330**
FORM TITLE	**Variable Annuity Application**
FLESCH SCORE	**N/A**

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) and submission comply with Reg. 19 and Reg. 49, as well as the other laws and regulations of the State of Arkansas.

- The attached forms have achieved Flesch Reading Ease scores in compliance with Arkansas Code 23-80-206.

- The attached forms comply with ACA 23-79-138 and Bulletin 11-88.

PHL Variable Insurance Company

Signature: _____

Name: **Joeseph Bonfitto**
Title: **Compliance Associate**
Date: **August 11, 2008**

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Flexible Premium Deferred Annuity	08/14/2008	08LVA -Final.pdf
No original date	Form	Flexible Premium Deferred Annuity	08/12/2008	08LVA -Final.pdf
No original date	Form	Flexible Premium Deferred Annuity Schedule Pages	08/12/2008	LVASP-1 - Schedule Pages - Generic.pdf
No original date	Supporting Document	Statement of Variability	08/12/2008	Statement of Variability 08LVA,LVASP, OL4330 - FINAL .pdf

PHL VARIABLE INSURANCE COMPANY

A Stock Company

The PHL Variable Insurance Company ("the Company") agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

THIS CONTRACT PROVIDES NO CASH VALUE OR DEATH BENEFIT DURING THE DEFERRAL PERIOD. FOR INDIVIDUAL RETIREMENT ACCOUNTS ("IRA") CONTRACTS, THE ONLY PAYMENTS PERMITTED DURING THE DEFERRAL PERIOD ARE AMOUNTS EQUAL TO REQUIRED MINIMUM DISTRIBUTIONS ("RMD"), AS DEFINED BY THE INTERNAL REVENUE CODE. SEE SECTION 8 FOR FURTHER INFORMATION. FOR ALL OTHER CONTRACTS, NO PAYMENTS ARE PERMITTED DURING THE DEFERRAL PERIOD

After the Deferral Period End Date, there is a Cash Value and Death Benefit equal to the Contingent Account Value. The contract owner has full access to these amounts at that time. If the contract is in force on the Maturity Date, we shall begin to pay a series of annuity payments to the Owner beginning on the Maturity Date for the longer of a period certain of 10 years or the life of the Annuitant, unless another option is elected before the Maturity Date. The amount of each annuity payment, as described in the Annuity Benefits section, will be based on the Contingent Account Value on the Maturity Date and the annuity payment factors. The Contingent Account Value will depend on the investment experience of the Investment Options.

We are issuing the contract in consideration of the application, if any, and our receipt of the premium payments at our Annuity Operations Division. The provisions of this and the following pages and any attachments make up your contract.

RIGHT TO RETURN THIS CONTRACT. This contract may be returned within 10 days (20 days for replacements) after you receive it for a refund of the Contingent Account Value plus any charges deducted under this contract as of the date of cancellation. You may return the contract by delivering or mailing it to us at the address below or by returning it to the agent or agency office through which it was delivered.

PHL Variable Insurance Company

[Annuity Operations Division
PO Box 8027
Boston, MA 02266-8027
Telephone (800) 541-0171]

Signed for PHL Variable Insurance Company at One American Row, Hartford, Connecticut 06115.

[Philip K Polkes] [John H. Beers]

[President] [Secretary]

READ YOUR CONTRACT CAREFULLY

It is a legal contract between the Owner and PHL Variable Insurance Company.

All values and benefits based on the investment experience of the Investment Options within the Separate Account may increase or decrease and are variable and not guaranteed as to dollar amount.

Flexible Premium Variable Deferred Annuity
Nonparticipating – not eligible for dividends

TABLE OF CONTENTS

Section	Provision
1.	Schedule Pages
2.	Definitions
3.	Entire Contract
4.	Owner(s) and Contract Beneficiary
5.	Premium Payments and Allocation
6.	Separate Account and Investment Options
7.	Transfer Options
8.	Withdrawals, Surrender, Termination
9.	Expense Charges
10.	Contingent Account Value and Longevity Credits
11.	Death Benefit
12.	Assignment
13.	Deferral of Determinations
14.	Proof Required for Payment
15.	Misstatements
16.	Statement of Account
17.	Annuity Benefits
18.	Annuity Payment Options

SECTION 2: DEFINITIONS

The term **"Accumulation Unit"** means a standard of measurement used to determine the share of this policy in the value of each Investment Option of the Separate Account.

The term **"Accumulation Unit Value"** is as specified in Section 6.

The term **"age"** means, on any given date, the age of the person in question as of his or her last birthday.

The terms **"Annuitant and Joint Annuitant"** mean the person or persons on whose continuation of life or lives the contract benefits are based upon for this contract. The Annuitant(s) are elected at time of application, and shown in the Schedule Pages. The Annuitant and Joint Annuitant cannot be changed prior to election of an annuity payment option.

The term **"business day"** means any day that we are open for business and the New York Stock Exchange is open for trading. The Accumulation Unit Value of an Investment Option will be determined at the end of each business day. We will deem each business day to end at the close of regularly scheduled trading of the New York Stock Exchange (currently 4:00 p.m. Eastern Time) on that day.

The term **"business period"** means the period in days from the end of one business day through the next business day.

The term **"Cash Value"** means the value available for surrender or withdrawal. The Cash Value varies depending on whether the Deferral Period is in effect. During the Deferral Period, the Cash Value is zero. After the Deferral Period, the Cash Value is equal to the Contingent Account Value.

The term **"Contract Anniversary"** means the same day and month of each year as the Contract Date following the Contract Date. If the day does not exist in a month, the last day of the month will be used.

The term **"Contract Beneficiary"** is as defined in Section 4. During the Deferral Period, there are limits on the possible identity of the Contract Beneficiary.

The term **"Contract Date"** means the date this Contract is issued and the date from which Contract Years are measured. The Contract Date is shown in the Schedule Pages. The contract will begin in effect on the Contract Date provided your premium payment is received and the Annuitant and Joint Annuitant, if any, are alive.

The term **"Contingent Account Value"** means the sum of the values of all Accumulation Units held in the Investment Options under this contract as described in Section 10. During the Deferral Period, this value does not represent the value available for surrender or withdrawal.

The term **"Contract Year"** means the 12-month period beginning on the Contract Date and each 12-month period thereafter.

The term **"Deferral Period"** means the period of time, expressed in Contract Years, during which no annuity payments, withdrawals, surrenders, Cash Value, or death benefit are available. The only permitted payments relate to contracts issued in connection with Individual Retirement Accounts (IRAs). The Deferral Period cannot be changed after the contract has been issued, and cannot extend beyond the Maturity Date.

The term **"Deferral Period End Date"** means the date on which the Deferral Period expires. The Deferral Period End Date is shown in the Schedule Pages.

The term **"Individual Longevity Solution"** means the Coverage Option that covers only one life. One Annuitant is named under the Individual Longevity Solution. During the Deferral Period, the contract terminates without value upon death of such named Annuitant.

The term "**Investment Option**" refers to one of the subaccounts of the Separate Account to which assets under this contract may be allocated.

The term **"Joint Longevity Solution"** means the Coverage Option that covers two lives. Two Annuitants are named under the Joint Longevity Solution. During the Deferral Period, the contract terminates without value upon death of the surviving Annuitant.

The term **"Longevity Credit Percentage"** means the applicable percentages shown in the Schedule Pages, which are used to determine Longevity Credits.

The term **"Longevity Credit"** means an additional amount credited to the Contingent Account Value each Contract Anniversary during the Deferral Period as specified in Section 10.

The term **"Maturity Date"** means the later of the 10th Contract Year or the Contract Anniversary nearest the younger Annuitant's 95th birthday. The Maturity Date cannot be changed after the Contract Date.

The term "**Monthly Processing Date**" means the same day of each month as the Contract Date. If the day does not exist in a month, the last day of the month will be used. We use the next following business day if such date is not a business day.

The term **"Owner"** or **"Owners"** means the person, persons, or entity with ownership rights in the Contract. The Owner is as shown in the Schedule Pages or as later changed. For further details see Section 4. There are restrictions on the identity of the Owner.

The term **"Payment Calculation Date"** means the date we calculate annuity payments under annuity options. The first Payment Calculation Date is the business day on or next following the Maturity Date unless we agree otherwise. After the first Payment Calculation Date, we will calculate payments on the same date each month. We use the next following business day if such date is not a business day.

The term **"Required Minimum Distributions"** means the annual distributions that must be taken from an Individual Retirement Account (IRA) under the Internal Revenue Code. Although Cash Value is not available to you during the Deferral Period, withdrawals equal to the RMD amount will be permitted. The Required Minimum Distribution will be computed under IRS guidance and will take into consideration the Contingent Account Value.

The term **"spouse"** means two lives who are legally married under federal law.

The terms **"we, us, and our"** refer to the Company.

The terms **"written request"** and **"written notice"** mean a request or notice we receive in writing at our Annuity Operations Division in a form satisfactory to us.

The terms **"you"** and **"your"** refer to the Owner(s) of this contract, as defined in Section 4, or the joint Owners of this contract if a joint Owner is named.

SECTION 3: ENTIRE CONTRACT

This contract is an agreement between the Owner(s) and the Company. This contract and any attachments comprise the entire contract. The contract will be in effect on the Contract Date provided the Initial Premium Payment is received and the Annuitant and Joint Annuitant, if any, are alive. Any change in terms of this contract, as required to conform with applicable laws or regulations, must be signed by one of our executive officers and countersigned by another one of our executive officers. Any benefits payable under this contract are payable at our Annuity Operations Division.

SECTION 4: OWNER(S) AND CONRACT BENEFICIARY(IES)

Owner(s)

The Owner is the person, persons, or entity, with sole and absolute power to exercise all rights and privileges without the consent of any other party, except as otherwise provided by this contract or unless you provide otherwise by written notice. If there is more than one Owner, all Owners must consent to any changes. If no Owner is named, the Annuitant will be the Owner. If the Owner is a non-natural person, any change to or the death of the Annuitant will be treated as the death of an Owner. Under contracts used with IRAs, the Owner must be the Annuitant. In certain circumstances, more than one Owner may be named. If a Joint Owner dies, all rights vest equally to the surviving Owner(s). If any Owner dies after the Deferral Period End Date, but prior to the Maturity Date, the death benefit will be paid as provided in Section 10. If there is only one Owner, then the Owner can only be (1) the Annuitant, (2) a non-grantor trust for the benefit of a natural person(s), or (3) the spouse of the Annuitant. If there are two Owners, then the Owners must be each other's spouse.

Contract Beneficiary

The Contract Beneficiary is the person or persons who receives the death benefits under this contract after the Deferral Period End Date and upon the death of the Owner. If there is no surviving Contract Beneficiary when the death benefit becomes payable in accordance with Section 10, the Owner will be the Contract Beneficiary, or if the Owner is not living, then the estate of the Owner will be the Contract Beneficiary.

The Owner(s) and the Contract Beneficiary will be as shown in the Schedule Pages unless you change them or they are changed by the terms of this section.

Changes

While this contract is in effect, you may change the Contract Beneficiary. You may also change the Owner with our consent. You may only change the Owner by transferring ownership of the entire contract between spouses or to a non-grantor trust for the benefit of a natural person(s).

A request to make any changes must be made by written request. If there is more than one Owner, all Owners must sign the request. When we receive it, the change will be effective as of the date it was signed by the last Owner to sign, whether or not an Owner or Annuitant is then alive. The change, however, will be subject to the rights of any assignee of record with us and subject to any payment made or other action taken by us before we received and filed the notice.

Your exercise of any rights will, to the extent thereof, assign, release, or surrender the interest of the Annuitant and all beneficiaries and Owners under this contract.

SECTION 5: PREMIUM PAYMENTS AND ALLOCATION

Premium

This contract will begin in effect on the Contract Date provided the Initial Premium Payment is received by us and the Owner, Annuitant and Joint Annuitant (if any) are alive. The Initial Premium Payment is due on the Contract Date. The amount applied to this contract will be the premium payments received minus a Premium Expense Charge and minus a deduction for any applicable tax including premium tax where applicable. Premium payments are payable at our Annuity Operations Division, but the Initial Premium Payment may be given to an authorized agent for forwarding to our Annuity Operations Division. No benefit associated with any such premium payment will be provided until it is actually received by us at our Annuity Operations Division. Premium payments are subject to the following conditions:

(a) Each premium payment must be at least equal to the Minimum Premium Payment shown in the Schedule Pages.

(b) The maximum premium that may be deposited to this contract in any Contract Year is the Maximum Premium Payment shown in the Schedule Pages.

(c) The aggregate of all premium payments paid while the contract is in force may not exceed the Maximum Aggregate Premium Payment shown in the Schedule Pages.

(d) The maximum premium that may be deposited in any Investment Option in any Contract Year is the Maximum Premium Payment, less any amount previously transferred to such Investment Option in such year.

(e) We will not accept premium payments during the Premium Restriction Period shown in the Schedule Pages.

(f) Premium payments may not be made to this contract after the Maturity Date.

Upon request we will consider waiving any of the above conditions.

Premium Tax

If we incur a charge for a premium tax or a similar tax, it will be deducted either from premiums or from the Contingent Account Value on the date you elect an annuity option. We have the right, however, to deduct such charges upon any withdrawal under Section 11, and on the Surrender Date, the Maturity Date, or the date of payment of the Death Benefit. Such deduction will be equal to the tax percentage multiplied by (i) in the case of withdrawals, the amount withdrawn, (ii) in the case of surrender or annuitization, the Contingent Account Value as of the Surrender Date or the Maturity Date as the case may be, or (iii) in the case of death, the Death Benefit as of the date of receipt of due proof of death. The tax percentage is equal to the percentage of premium which the premium tax or similar tax in question constitutes.

Premium Allocation

Premium payments, less a Premium Expense Charge, will be allocated to the Investment Options according to the investment allocation instructions then in effect. The initial investment allocation is that elected by you. You may elect to change the investment allocation at any time. A change in investment allocation will be effective as of the end of the business day on which we receive notice satisfactory to us. Instructions to us must express allocation percentages as greater than or equal to zero, and less than or equal to 100%, and the sum of the allocation percentages must equal 100%. Allocation percentages must be whole numbers. We have the right to impose a limit on the number and frequency of such changes and to set minimum and maximum percentages that may be allocated to any Investment Option.

SECTION 6: SEPARATE ACCOUNT AND INVESTMENT OPTIONS

Assets under this contract may be allocated to the Investment Options of the Separate Account.

Separate Account and Investment Options

The PHL Variable Accumulation Account (Separate Account) is a separate account established by our Company under Connecticut Law and is registered as a unit investment trust under the Investment Company Act of 1940. The Separate Account contains various Investment Options that have different investment objectives.

All income, gains and losses, realized and unrealized, of the Separate Account are credited to or charged against the amounts placed in the Separate Account without reference to other income, gains and losses of our General Account. The assets of the Separate Account are owned solely by us and we are not a trustee with respect to such assets. These assets are not chargeable with liabilities arising out of any other business that we may conduct. The assets of the Separate Account will be valued at least as often as any policy benefits vary, but at least monthly.

We use the assets of the Separate Account to buy shares of the underlying fund(s) of this policy according to your most recent allocation instruction on file with us. The underlying fund(s) are registered under the Investment Company Act of 1940 as open-end, management investment companies. Assets of each Investment Option are invested in shares of the corresponding underlying fund series.

No change will be made in the investment policy of any of the Investment Options of the Separate Account without approval of the appropriate insurance supervisory official of our domiciliary state of Connecticut. The approval process is on file with the Department of Insurance.

Addition, Deletion, or Substitution of Investment Options
We have the right, subject to compliance with applicable law, to add, delete, or substitute Investment Options of the Separate Account, including asset allocation models and strategies, combine the Separate Account into another Separate Account, transform the Separate Account into a mutual fund, and/or deregister the Separate Account under the Investment Company Act of 1940. We also reserve the right to eliminate the shares of any underlying fund(s) if they are no longer available for investment, or if we believe investing in any underlying fund(s) is no longer appropriate for the purposes of the Separate Account.

Share of Separate Account Investment Option Values
The share of this policy in the value of each Investment Option of the Separate Account on a business day is the Accumulation Unit Value of that Investment Option on that date multiplied by the number of this policy's Accumulation Units in that Investment Option after all transactions for the business period ending on that day have been processed. For any day which does not fall on a business day, the share of this policy in the value of each Investment Option of the Separate Account is determined using the number of Accumulation Units on that day after all transactions for that day have been processed and the Accumulation Unit Values on the next business day.

Accumulation Units
The number of Accumulation Units credited to each Investment Option of the Separate Account will be determined by dividing the net premium payment, Longevity Credit or transfer amount applied to that Investment Option by the then current Accumulation Unit Value of that Investment Option.

Accumulation Unit Value
The Accumulation Unit Value of each Investment Option of the Separate Account was set up by us on the first business day of each such Investment Option. The Accumulation Unit Value of an Investment Option of the Separate Account on any other business day is determined by multiplying the Accumulation Unit Value of that Investment Option on the immediately preceding business day by the Net Investment Factor for that Investment Option for the then current business period. The Accumulation Unit Value of each Investment Option of the Separate Account on a day other than a business day is the Accumulation Unit Value on the next business day. The Accumulation Unit Value of each Investment Option of the Separate Account on a business day is determined at the end of that day.

Net Investment Factor
The Net Investment Factor for each Investment Option of the Separate Account is determined by the investment performance of the assets held by the Investment Option during the business period.

The Net Investment Factor is equal to the result of item (d) below subtracted from the result of dividing the sum of items (a) and (b) by item (c) as defined below.

(a) The value of the assets in the Investment Option on the current business day, including accrued net investment income and realized and unrealized capital gains and losses, but excluding the net value of any transactions during the current business period.

(b) The amount of any dividend (or, if applicable, any capital gain distribution) received by the Investment Option if the "ex-dividend" date for shares of the fund occurs during the current business period.

(c) The value of the assets in the Investment Option as of the just prior business day, including net accrued net investment income and realized and unrealized capital gains and losses, and including the value of all transactions during the business period ending on that date.

(d) The sum of the charge, if any, for taxes and reserves for taxes on investment income, and realized and unrealized capital gains multiplied by the number of days in the current business period.

SECTION 7: TRANSFER OPTIONS

Transfers

Except as provided below, you may elect to transfer amounts among the Investment Options up to twelve times in a Contract Year. If additional transfers are requested, the Company reserves the right to prohibit such transfers or impose a transfer charge, not to exceed the Maximum Transfer Charge, shown in the Schedule Pages, for each transfer in excess of twelve. Any transfer charge will be deducted from the Investment Options from which the amounts are to be transferred with each such Investment Option bearing a pro-rata share of the transfer charge. We have the right to prohibit a transfer less than 30 days prior to the Maturity Date. Transfers may be made by written request or by telephone or internet notification if a currently valid written authorization to make changes in this manner is on file with us.

DCA Program

Under the Dollar Cost Averaging Program ("DCA Program"), only the Initial Premium Payment can be applied towards the DCA Program. If you elect the DCA Program, the Initial Premium Payment will be deposited into the Money Market Investment Option, and will be transferred automatically during the DCA Transfer Period elected by you, and shown in the Schedule Pages, from the Money Market Investment Option to the other Investment Options in accordance with your investment allocation instructions then in effect. The frequency of such automatic transfers will either be on a monthly or quarterly basis, depending on your election, and the amount of each transfer is subject to the Minimum DCA Transfer Amounts shown in the Schedule Pages. Upon expiry of the DCA Transfer Period, any amount remaining in the Money Market Investment Option will be transferred out with the last DCA transfer. The Money Market Investment Option is not otherwise available for premium allocations or other transfers until expiry of the DCA Transfer Period.

Asset Rebalancing Program

Under the Asset Rebalancing Program, funds are transferred automatically among the Investment Options on a monthly, quarterly, semi-annual, or annual basis to maintain the allocation percentages elected by you. We have the right to prohibit the Asset Rebalancing and DCA Programs to be in effect at the same time.

Transfer Restrictions

Transfers made under the DCA Program or Asset Rebalancing Program will be processed on the next business day following your request for the month that applies. If the value in the applicable Investment Option is below the amount to be transferred, then the entire remaining balance will be transferred and the DCA or Asset Rebalancing Programs will terminate. You may also terminate your participation in the DCA or Asset Rebalancing Programs at any time upon written request. Termination will be effective on the first business day following our receipt of written notice.

We have the right, in our sole and absolute discretion, to temporarily or permanently modify or terminate transfer privileges, or reject any specific order from anyone including the owner, market-timing organization, or individual, or other party authorized to give transfer orders whose transactions would constitute Disruptive Trading as determined by us or an underlying fund company. Disruptive Trading includes, but is not limited to, frequent purchases, redemptions and transfers, transfers into and out of an Investment Option in a short period of time, and transfers of large amounts at one time. In addition to restricting or terminating transfer privileges we also reserve the right to limit the dollar amount and frequency of transfers, impose redemption fees on short-term trading, restrict the method of making transfers, and to require a holding period for some Investment Options. We also reserve the right to not accept batch transfer instructions from anyone acting under powers of attorney for multiple owners, unless we have entered into a third-party transfer service agreement. Such transfer limitations could be applied to transfers to or from some or all of the Investment Options. These limitations, individually or in aggregate, may be applied in any manner reasonably designed to prevent any use of the transfer right that is considered by us to be to the disadvantage of other owners. Any termination, restriction, or limitation on transfer privileges will be administered in a uniform non-discriminatory manner. If we reject a transfer for any of these reasons, we will notify you of our decision in writing. We do not include transfers made pursuant to the DCA or Asset Rebalancing Program when applying our Disruptive Trading policy.

SECTION 8: WITHDRAWALS, SURRENDER, TERMINATION

Withdrawals
After the Deferral Period End Date, you may request withdrawals of the Cash Value. Such withdrawals must be by written request and must include any tax withholding information we may reasonably require. The withdrawal amounts must be at least equal to the Minimum Withdrawal Amount shown in the Schedule Pages. The value of each Investment Option will be reduced proportionately, unless otherwise agreed upon, by the withdrawal. The payment you will receive is the requested amount of the withdrawal.

For contracts issued in connection with the Individual Retirement Accounts, you may request a withdrawal in the amount of the Required Minimum Distribution ("RMD") regardless of whether the contract is in the Deferral Period. You may withdraw RMD amounts from this contract for purposes of satisfying RMD requirements that are attributable only to this contract. Any RMD amounts that are not withdrawn during a calendar year cannot be withdrawn in subsequent calendar years. Amounts withdrawn for RMD purposes will decrease the Contingent Account Value. Because Cash Value is neither available nor applicable during the Deferral Period, amounts withdrawn from this contract for RMD purposes during the Deferral Period are not considered a withdrawal of Cash Value.

Surrender
On or after the Deferral Period End Date, you may request to withdraw the entire Cash Value, which is referred to as a surrender. Surrenders must also be by written request and must include any tax withholding information we may reasonably require. The payment you will receive is the Cash Value in effect on the date of surrender.

Termination During the Deferral Period
During the Deferral Period, this contract will terminate without value on the earliest of the following dates:

- the date of death of the Annuitant, when the Individual Longevity Solution is in effect;
- the date of death of the surviving Annuitant, when the Joint Longevity Solution is in effect;
- the date the Contingent Account Value is reduced to zero, unless otherwise determined by an attached rider, amendment, or endorsement.

The contract cannot be surrendered or otherwise voluntarily terminated during the Deferral Period.

Termination After the Deferral Period
After the Deferral Period, this contract will terminate without value on the earliest of the following dates:

- the date the Contingent Account Value is reduced to zero, unless otherwise determined by an attached rider, amendment, or endorsement;
- the date you elect an annuity payment option in accordance with Sections 17 and 18;
- the date the contract is surrendered;
- the Maturity Date.

Upon termination, we will mail or otherwise deliver written notice to you at your most recent post office address on file at our Annuity Operations Division.

SECTION 9: EXPENSE CHARGES

Charges to cover expenses incurred by us in the distribution and administration of this contract are made in the manner described below.

Annual Administrative Charge
An Annual Administrative Charge is deducted from the Contingent Account Value on each applicable Contract Anniversary, as shown in the Schedule Pages. Each Investment Option bears a pro rata share of such expense based on the proportionate value of each of the Investment Options. We reserve the right to lower such charge. By agreement with us, you may, instead, elect to pay this charge in cash.

Mortality and Expense Risk Fee
A Mortality and Expense Risk Fee is deducted from the Contingent Account Value on each applicable Monthly Processing Date, as shown in the Schedule Pages. Each Investment Option bears a pro rata

share of such expense based on the proportionate value of each of the Investment Options. We reserve the right to lower such fee.

Premium Expense Charge
A Premium Expense charge, not to exceed that shown in the Schedule Pages, is deducted from all premiums paid. We reserve the right to lower such fee.

Tax
We may include a charge for a premium tax as described in the Section 5.

Transfer Charge
A transfer charge is as shown on the Schedule Page and is described in Section 7.

SECTION 10: CONTINGENT ACCOUNT VALUE AND LONGEVITY CREDITS

Determination of the Contingent Account Value
Prior to the Maturity Date, the value of an Investment Option of the Separate Account for this contract is determined by multiplying the total number of Accumulation Units under this contract for that Investment Option by the current Accumulation Unit Value of that Investment Option. The total Contingent Account Value under this contract equals the sum of the values of each of the Investment Options.

Longevity Credits
The Coverage Option in effect is elected by you, and is shown in the Schedule Pages. It cannot be changed after issue of the contract.

On each Contract Anniversary prior to and including the Deferral Period End Date, the Contingent Account Value is credited with a Longevity Credit. If the Individual Longevity Solution is in effect, the Annuitant must be living in order to receive such year's credit. If the Joint Longevity Solution is in effect, either the Annuitant or Joint Annuitant must be living in order to receive such year's credit. After the Deferral Period End Date, there are no additional Longevity Credits.

The Longevity Credit in any Contract Year is equal to the applicable Longevity Credit Percentage, as specified in the Schedule Pages, for that Contract Year, multiplied by the Contingent Account Value on that Contract Anniversary.

The Longevity Credit is immediately allocated among the Investment Options in accordance with your investment allocation instructions then in effect.

The Valuation of Investment Options
The values of the assets in each Investment Option will be calculated in accordance with applicable law and accepted procedures.

All paid-up annuity, cash surrender, and death benefits under this contract are not less than the minimum benefits required by any statute of the state where this contract is delivered or issued for delivery. Any additional amounts we credit to the contract will be treated as any other gain in the contract and, after the Deferral Period, will increase the paid-up annuity, cash surrender and death benefits. Paid-up annuity and cash surrender benefits, and death benefits will be reduced by any withdrawal.

We guarantee that expense and mortality results shall not adversely affect the dollar amount of variable benefits and other contractual payments and values.

SECTION 11: DEATH BENEFIT

During the Deferral Period
During the Deferral Period, there is no death benefit paid upon death of the Owner. Upon death of the Annuitant when the Individual Longevity Solution is in effect, or death of the surviving Annuitant when the Joint Longevity Solution is in effect, the contract terminates without value. No death benefit or any other benefits or amounts are payable. If we receive proof of death of an Annuitant after the Deferral Period has expired and that death had occurred during the Deferral Period, no death benefit or any other benefits or amounts will be payable.

After the Deferral Period End Date, but prior to the Maturity Date
After the Deferral Period End Date, but prior to the Maturity Date, the death benefit will be determined upon the death of any Owner and is equal to the Contingent Account Value. If the contract is held by a single Owner who dies before the Maturity Date, we will pay the death benefit to the designated Contract Beneficiary(ies) upon receipt of a certified death certificate, or any other proof acceptable to us. If there is more than one Owner and one of the Owners dies before the Maturity Date, we will pay the death benefit to the surviving Owner(s), if any, who will be deemed to be the designated Contract Beneficiary. If the spouse of a deceased Owner is entitled to receive all or some portion of the death benefit, the spouse may elect to continue the contract as the new Owner. This election is allowed only prior to the Maturity Date and can be elected only one time. When the spouse elects to continue the contract, the death benefit that the spouse is entitled to receive will become the new Contingent Account Value for the continued contract.

If the contract is owned by a non-natural person, such as a trust, and the Annuitant dies before the Maturity Date, we will pay the death benefit to the Owner.

The death benefit provided under this contract is not less than the minimum benefits required under the laws of the state where this contract is delivered or issued for delivery.

Distribution at Death Requirements
Any Contract Beneficiary who is a natural person entitled to a death benefit may elect to receive the death benefit in the form of a lump sum at death, deferral for a period of five years or annual periodic payments beginning, for a non-qualified contract, no later than the first anniversary of the Owner's death and for an IRA contract, no later than December 31 of the year after the Owner's death. The required minimum amount of the annual periodic payments is based on the life or life expectancy of the Contract Beneficiary, using IRS tables. If an annuity payment option is not elected or the Contract Beneficiary is a non-natural person, the entire death benefit will be distributed in a lump sum no later than five years after the date of death. A Contract Beneficiary who is the spouse of the deceased Owner has additional after-death payment options, including becoming the new owner of the contract. The contract is to be interpreted in accordance with sections 72(s) and 401(a)(9) of the Internal Revenue Code.

On or after the Maturity Date
If an owner dies on or after the Maturity Date, and there is no surviving Owner, any remaining annuity payments will be paid to the Contract Beneficiary under the annuity payment option in effect on the date of death. If there is a surviving Owner, the payments continue as if there had been no death. Payments to the Contract Beneficiary or surviving Owner may not be deferred or otherwise extended without our prior approval. If the Annuitant and Joint Annuitant(s), if any, die and are survived by any Owner, remaining annuity payments, if any, will be paid to such Owner. Payments will continue under the annuity payment option in effect at the date of death and may not be deferred or otherwise extended without our prior approval.

SECTION 12: ASSIGNMENT

After the Deferral Period End Date, you may assign your interest in this contact, except as otherwise provided, without the consent of any person other than an irrevocable Contract Beneficiary. Your interest, any interest of the Annuitant, and of any revocable Contract Beneficiary shall be subject to the terms of the assignment.

We will not be considered to have notice of any assignment of an interest in this contract until we receive the original or copy of the written assignment at our Annuity Operations Division. In no event will we be responsible for the validity or sufficiency of any assignment. Any change will be subject to any payment made or actions taken by us before we received the written assignment at our Annuity Operations Division.

If this contract is issued in an IRA, this contract is subject to assignment restrictions for federal income tax purposes. In such event, this contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

SECTION 13: DEFERRAL OF DETERMINATIONS

We may postpone the processing of any withdrawals or surrender to the extent any transactions depend upon the value of any Investment Option of the Separate Account, for any period during which the New York Stock Exchange is closed for trading (except normal holiday closing); or when the Securities and Exchange Commission has determined that a state of emergency exists such that valuation or disposal of securities held by any of the Separate Accounts is not practical; or where the value of any Investment Option of the Separate Account is unavailable for other trading or pricing purposes.

Rules and regulations of the Securities and Exchange Commission, if any, are applicable and will govern as to whether conditions described above exist.

SECTION 14: PROOF REQUIRED FOR PAYMENT

We may require proof of the correct age of the Annuitant and Joint Annuitant, if any, before any annuity payments begin. We also have the right to require proof of the identity, age, and survival of any person entitled to any payment under this contract or upon whose life any payments depend.

SECTION 15: MISSTATEMENTS

If the age or sex of the Annuitant or Joint Annuitant has been misstated, any benefits payable will be adjusted to the amount that the Contingent Account Value would have purchased based on the Annuitant's or Joint Annuitant's correct age and sex. Any overpayment(s) and underpayment(s) made by us will be charged or credited against future payments to be made under the contract. We will charge interest on any overpayments and credit interest on any underpayments at the effective annual rate required by the state where this contract is delivered.

SECTION 16: STATEMENT OF ACCOUNT

We will send you a statement of account at least annually, or more frequently, as required by law. The statement of account will include the Contingent Account Value, Cash Value, death benefit, and transaction information. The statement of account will show any other information required by the state or federal laws or regulations. The statement will be mailed to your most recent post office address on file at our Annuity Operations Division.

SECTION 17: ANNUITY BENEFITS

After the Deferral Period End Date, but on or before the Maturity Date, you may elect any one of the annuity payment options as described in Section 18. If no election is made, we shall begin to pay a series of annuity payments automatically to the Owner beginning on the Maturity Date for a period certain of 10 years and as long thereafter as the Annuitant lives. The amount of each annuity payment will be equal to the Contingent Account Value on the Maturity Date less any applicable tax, divided by $1,000 and then multiplied by the applicable annuity payment factors.

If the amount to be applied on the Maturity Date is less than $2,000 or would result in monthly payments of less than $20, we shall have the right to pay such amount to you in one lump sum in lieu of providing such annuity. We also have the right to change the annuity payment frequency to annual if the monthly annuity payment would otherwise be less than $20.

SECTION 18: ANNUITY PAYMENT OPTIONS

Annuity payment options are available only after the Deferral Period End Date. Annuity payment options may be elected only by written request. Annuity payment options are specified below.

Individual Longevity Solution

If the Individual Longevity Solution is in effect at the time of your request, either a single life payment option or a joint life payment option can be elected. If you elect a joint life payment option, a Joint Annuitant must be named**.**

Joint Longevity Solution
If the Joint Longevity Solution is in effect at the time of your request, and both annuitants are living, a joint life payment option must be elected If, however, only one annuitant is living, a single life payment option can be elected, or a joint life payment option can be elected. If you elect a joint life payment option under such circumstances, then a Joint Annuitant must be named.

We reserve the right to require that the election of an annuity payment option be in the form of a supplementary contract distributed by us reflecting the terms of the payment option elected. We have the right to require proof of age and sex of any person on whose life payments depend, as well as proof of the continued survival of any such person. After the first Payment Calculation Date, you may not change the annuity payment option you elected. When the election of an annuity payment option is made by the Contract Beneficiary of any death benefit payable under this contract, limited as described in Section 11, the term “Annuitant” as used below shall refer to such Contract Beneficiary.

Calculation of Fixed Annuity Payments
Under Options A, B, D, E and F, the applicable annuity payment option rate used to determine the payment amount will not be less than the rate based on the 2000 Individual Annuity Mortality Table with a 10-year age setback and an interest rate of 2.5%. Under Options G and H, the interest rate is 1.5%. Under Options A, B, D, E, F, G, and H, the amount of the payment is equal to the Contingent Account Value, less any applicable tax, divided by $1,000 and then multiplied by the applicable annuity payment option rate.

Option A – Life Annuity with Specified Period Certain
A fixed payout annuity payable monthly while the Annuitant is living or, if later, the end of the specified period certain. The period certain may be specified as 5, 10, or 20 years. The period certain must be specified at the time this option is elected.

Option B – Non-Refund Life Annuity
A fixed payout annuity payable monthly while the Annuitant is living. No monthly payment, death benefit or refund is payable after the death of the Annuitant.

Option D – Joint and Survivorship Life Annuity
A fixed payout annuity payable monthly while either the Annuitant or designated Joint Annuitant is living. If a Joint Annuitant is not previously designated, you must designate the Joint Annuitant at the time you elect this option.

Option E – Installment Refund Life Annuity
A fixed payout annuity payable monthly while the Annuitant is living. If the Annuitant dies before the annuity payments made under this option total an amount which refunds the entire amount applied under this option, we will make a lump sum payment equal to the entire amount applied under this option less the sum of payments already made.

Option F – Joint and Survivorship Life Annuity with 10-Year Period Certain
A fixed payout annuity payable monthly while either the Annuitant or Joint Annuitant is living, or if later, the end of 10 years. If a Joint Annuitant is not previously designated, you must designate the Joint Annuitant at the time you elect this option.

Option G – Payments for a Specified Period
A fixed payout annuity payable monthly over a specified period of time. Payments continue whether the Annuitant lives or dies. The specified period must be in whole numbers of years from 5 to 30, but cannot be greater than 100 minus the age of the older of the Annuitant and Joint Annuitant. However, if the Contract Beneficiary of any death benefits payable under this contract elects this Payment Option, the period selected by the Contract Beneficiary may not extend beyond the life expectancy of such Contract Beneficiary.

Option H – Payments of a Specified Amount
Equal income installments of a specified amount are paid until the principal sum remaining under this option from the amount applied is less than the amount of the installment. When that happens, the principal sum remaining will be paid as a final payment. The amount specified must provide for payments for a period of at least 5 years.

Other Options
We may offer other annuity payment options or alternative versions of the options listed above.

Tables of Annuity Payment Option Rates
The tables in this section show the guaranteed minimum monthly payments for Fixed Annuity Payment Options A - G for each $1,000 applied. These rates are based on the Annuitant's age and sex. If our rates in effect on the first Payment Calculation Date are more favorable, we will use those rates. Amounts for payment frequencies, periods, ages and any current rate information not shown will be provided upon request.

The term "age" as used in the tables refers to the actual age of the Annuitant on the first Payment Calculation Date.

Options A & E - Life Annuity with Specified Period Certain; Installment Refund Life Annuity

	Installment Refund		5 Years Certain		10 Years Certain		20 Years Certain	
Age	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**
40	$2.85	$2.76	$2.90	$2.79	$2.89	$2.79	$2.89	$2.78
45	2.99	2.88	3.05	2.92	3.05	2.92	3.03	2.91
50	3.15	3.02	3.24	3.08	3.24	3.08	3.21	3.06
55	3.35	3.20	3.48	3.28	3.47	3.28	3.42	3.25
60	3.58	3.41	3.79	3.54	3.76	3.53	3.67	3.48
65	3.87	3.68	4.17	3.87	4.13	3.85	3.97	3.76
70	4.24	4.01	4.67	4.30	4.61	4.26	4.30	4.09
75	4.68	4.44	5.36	4.88	5.21	4.81	4.63	4.45
80	5.24	4.98	6.28	5.68	5.97	5.51	4.92	4.80
85	5.93	5.67	7.49	6.81	6.82	6.41	5.12	5.07
90	6.78	6.55	9.04	8.38	7.70	7.42	5.22	5.21

Option B - Non-Refund Life Annuity

Age	Male	Female
40	$2.90	$2.79
45	3.05	2.92
50	3.24	3.08
55	3.49	3.28
60	3.79	3.54
65	4.18	3.87
70	4.69	4.31
75	5.40	4.90
80	6.38	5.73
85	7.73	6.94
90	9.61	8.73

Option D - Joint and Survivorship Life Annuity

	Male Age										
Female Age	**40**	**45**	**50**	**55**	**60**	**65**	**70**	**75**	**80**	**85**	**90**
40	$2.65	$2.69	$2.72	$2.74	$2.75	$2.76	$2.77	$2.78	$2.78	$2.78	$2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.92
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07
55	2.79	2.88	2.97	3.05	3.11	3.16	3.20	3.23	3.25	3.26	3.27
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.51	3.52
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.83
70	2.86	2.99	3.14	3.31	3.49	3.66	3.83	3.98	4.09	4.18	4.23
75	2.87	3.01	3.18	3.37	3.58	3.81	4.05	4.28	4.48	4.63	4.74
80	2.88	3.03	3.20	3.41	3.65	3.93	4.25	4.58	4.89	5.17	5.38
85	2.89	3.04	3.22	3.44	3.70	4.03	4.41	4.84	5.31	5.76	6.15
90	2.89	3.04	3.23	3.46	3.74	4.09	4.52	5.05	5.67	6.34	6.99

Option F - Joint and Survivorship Life Annuity with 10-Year Period Certain

	Male Age										
Female Age	**40**	**45**	**50**	**55**	**60**	**65**	**70**	**75**	**80**	**85**	**90**
40	$2.65	$2.69	$2.72	$2.74	$2.75	$2.76	$2.77	$2.78	$2.78	$2.78	$2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.91
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07
55	2.79	2.88	2.97	3.04	3.11	3.16	3.20	3.23	3.25	3.26	3.27
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.50	3.52
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.82
70	2.86	2.99	3.14	3.31	3.48	3.66	3.83	3.98	4.09	4.17	4.21
75	2.87	3.01	3.17	3.36	3.58	3.81	4.05	4.27	4.47	4.61	4.71
80	2.88	3.03	3.20	3.41	3.65	3.93	4.24	4.56	4.87	5.12	5.31
85	2.89	3.04	3.22	3.44	3.70	4.02	4.39	4.82	5.26	5.67	5.99
90	2.89	3.04	3.23	3.45	3.73	4.08	4.50	5.01	5.58	6.15	6.66

Option G - Payments for a Specified Period

Number of Years	Annual Installment	Monthly Installment
5	$206.00	$17.28
6	172.93	14.51
7	149.32	12.53
8	131.61	11.04
9	117.84	9.89
10	106.83	8.96
11	97.83	8.21
12	90.33	7.58
13	83.98	7.05
14	78.55	6.59
15	73.84	6.20
16	69.72	5.85
17	66.09	5.55
18	62.86	5.27
19	59.98	5.03
20	57.38	4.81
25	47.55	3.99
30	41.02	3.44

PHOENIX

Flexible Premium Deferred Annuity
Nonparticipating – not eligible for dividends

PHL VARIABLE INSURANCE COMPANY

A Stock Company

The PHL Variable Insurance Company ("the Company") agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

THIS CONTRACT PROVIDES NO CASH VALUE OR DEATH BENEFIT DURING THE DEFERRAL PERIOD. FOR INDIVIDUAL RETIREMENT ACCOUNTS ("IRA") CONTRACTS, THE ONLY PAYMENTS PERMITTED DURING THE DEFERRAL PERIOD ARE AMOUNTS EQUAL TO REQUIRED MINIMUM DISTRIBUTIONS ("RMD"), AS DEFINED BY THE INTERNAL REVENUE CODE. SEE SECTION 8 FOR FURTHER INFORMATION. FOR ALL OTHER CONTRACTS, NO PAYMENTS ARE PERMITTED DURING THE DEFERRAL PERIOD

After the Deferral Period End Date, there is a Cash Value and Death Benefit equal to the Contingent Account Value. The contract owner has full access to these amounts at that time. If the contract is in force on the Maturity Date, we shall begin to pay a series of annuity payments to the Owner beginning on the Maturity Date for the longer of a period certain of 10 years or the life of the Annuitant, unless another option is elected before the Maturity Date. The amount of each annuity payment, as described in the Annuity Benefits section, will be based on the Contingent Account Value on the Maturity Date and the annuity payment factors. The Contingent Account Value will depend on the investment experience of the Investment Options.

We are issuing the contract in consideration of the application, if any, and our receipt of the premium payments at our Annuity Operations Division. The provisions of this and the following pages and any attachments make up your contract.

RIGHT TO RETURN THIS CONTRACT. This contract may be returned within 10 days (20 days for replacements) after you receive it for a refund of the Contingent Account Value plus any charges deducted under this contract as of the date of cancellation. You may return the contract by delivering or mailing it to us at the address below or by returning it to the agent or agency office through which it was delivered.

PHL Variable Insurance Company

[Annuity Operations Division
PO Box 8027
Boston, MA 02266-8027
Telephone (800) 541-0171]

Signed for PHL Variable Insurance Company at One American Row, Hartford, Connecticut 06115.

[Philip K Polkes] [John H. Beers]

[President] [Secretary]

READ YOUR CONTRACT CAREFULLY

It is a legal contract between the Owner and PHL Variable Insurance Company.

All values and benefits based on the investment experience of the Investment Options within the Separate Account may increase or decrease and are variable and not guaranteed as to dollar amount.

Flexible Premium Deferred Annuity
Nonparticipating – not eligible for dividends

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SECTION 2: DEFINITIONS

The term **"Accumulation Unit"** means a standard of measurement used to determine the share of this policy in the value of each Investment Option of the Separate Account.

The term **"Accumulation Unit Value"** is as specified in Section 6.

The term **"age"** means, on any given date, the age of the person in question as of his or her last birthday.

The terms **"Annuitant and Joint Annuitant"** mean the person or persons on whose continuation of life or lives the contract benefits are based upon for this contract. The Annuitant(s) are elected at time of application, and shown in the Schedule Pages. The Annuitant and Joint Annuitant cannot be changed prior to election of an annuity payment option.

The term **"business day"** means any day that we are open for business and the New York Stock Exchange is open for trading. The Accumulation Unit Value of an Investment Option will be determined at the end of each business day. We will deem each business day to end at the close of regularly scheduled trading of the New York Stock Exchange (currently 4:00 p.m. Eastern Time) on that day.

The term **"business period"** means the period in days from the end of one business day through the next business day.

The term **"Cash Value"** means the value available for surrender or withdrawal. The Cash Value varies depending on whether the Deferral Period is in effect. During the Deferral Period, the Cash Value is zero. After the Deferral Period, the Cash Value is equal to the Contingent Account Value.

The term **"Contract Anniversary"** means the same day and month of each year as the Contract Date following the Contract Date. If the day does not exist in a month, the last day of the month will be used.

The term **"Contract Beneficiary"** is as defined in Section 4. During the Deferral Period, there are limits on the possible identity of the Contract Beneficiary.

The term **"Contract Date"** means the date this Contract is issued and the date from which Contract Years are measured. The Contract Date is shown in the Schedule Pages. The contract will begin in effect on the Contract Date provided your premium payment is received and the Annuitant and Joint Annuitant, if any, are alive.

The term **"Contingent Account Value"** means the sum of the values of all Accumulation Units held in the Investment Options under this contract as described in Section 10. During the Deferral Period, this value does not represent the value available for surrender or withdrawal.

The term **"Contract Year"** means the 12-month period beginning on the Contract Date and each 12-month period thereafter.

The term **"Deferral Period"** means the period of time, expressed in Contract Years, during which no annuity payments, withdrawals, surrenders, Cash Value, or death benefit are available. The only permitted payments relate to contracts issued in connection with Individual Retirement Accounts (IRAs). The Deferral Period cannot be changed after the contract has been issued, and cannot extend beyond the Maturity Date.

The term **"Deferral Period End Date"** means the date on which the Deferral Period expires. The Deferral Period End Date is shown in the Schedule Pages.

The term **"Individual Longevity Solution"** means the Coverage Option that covers only one life. One Annuitant is named under the Individual Longevity Solution. During the Deferral Period, the contract terminates without value upon death of such named Annuitant.

The term "**Investment Option**" refers to one of the subaccounts of the Separate Account to which assets under this contract may be allocated.

The term **"Joint Longevity Solution"** means the Coverage Option that covers two lives. Two Annuitants are named under the Joint Longevity Solution. During the Deferral Period, the contract terminates without value upon death of the surviving Annuitant.

The term **"Longevity Credit Percentage"** means the applicable percentages shown in the Schedule Pages, which are used to determine Longevity Credits.

The term **"Longevity Credit"** means an additional amount credited to the Contingent Account Value each Contract Anniversary during the Deferral Period as specified in Section 10.

The term **"Maturity Date"** means the later of the 10th Contract Year or the Contract Anniversary nearest the younger Annuitant's 95th birthday. The Maturity Date cannot be changed after the Contract Date.

The term "**Monthly Processing Date**" means the same day of each month as the Contract Date. If the day does not exist in a month, the last day of the month will be used. We use the next following business day if such date is not a business day.

The term **"Owner"** or **"Owners"** means the person, persons, or entity with ownership rights in the Contract. The Owner is as shown in the Schedule Pages or as later changed. For further details see Section 4. There are restrictions on the identity of the Owner.

The term **"Payment Calculation Date"** means the date we calculate annuity payments under annuity options. The first Payment Calculation Date is the business day on or next following the Maturity Date unless we agree otherwise. After the first Payment Calculation Date, we will calculate payments on the same date each month. We use the next following business day if such date is not a business day.

The term **"Required Minimum Distributions"** means the annual distributions that must be taken from an Individual Retirement Account (IRA) under the Internal Revenue Code. Although Cash Value is not available to you during the Deferral Period, withdrawals equal to the RMD amount will be permitted. The Required Minimum Distribution will be computed under IRS guidance and will take into consideration the Contingent Account Value.

The term **"spouse"** means two lives who are legally married under federal law.

The terms **"we, us, and our"** refer to the Company.

The terms **"written request"** and **"written notice"** mean a request or notice we receive in writing at our Annuity Operations Division in a form satisfactory to us.

The terms **"you"** and **"your"** refer to the Owner(s) of this contract, as defined in Section 4, or the joint Owners of this contract if a joint Owner is named.

SECTION 3: ENTIRE CONTRACT

This contract is an agreement between the Owner(s) and the Company. This contract and any attachments comprise the entire contract. The contract will be in effect on the Contract Date provided the Initial Premium Payment is received and the Annuitant and Joint Annuitant, if any, are alive. Any change in terms of this contract, as required to conform with applicable laws or regulations, must be signed by one of our executive officers and countersigned by another one of our executive officers. Any benefits payable under this contract are payable at our Annuity Operations Division.

SECTION 4: OWNER(S) AND CONRACT BENEFICIARY(IES)

Owner(s)

The Owner is the person, persons, or entity, with sole and absolute power to exercise all rights and privileges without the consent of any other party, except as otherwise provided by this contract or unless you provide otherwise by written notice. If there is more than one Owner, all Owners must consent to any changes. If no Owner is named, the Annuitant will be the Owner. If the Owner is a non-natural person, any change to or the death of the Annuitant will be treated as the death of an Owner. Under contracts used with IRAs, the Owner must be the Annuitant. In certain circumstances, more than one Owner may be named. If a Joint Owner dies, all rights vest equally to the surviving Owner(s). If any Owner dies after the Deferral Period End Date, but prior to the Maturity Date, the death benefit will be paid as provided in Section 10. If there is only one Owner, then the Owner can only be (1) the Annuitant, (2) a non-grantor trust for the benefit of a natural person(s), or (3) the spouse of the Annuitant. If there are two Owners, then the Owners must be each other's spouse.

Contract Beneficiary

The Contract Beneficiary is the person or persons who receives the death benefits under this contract after the Deferral Period End Date and upon the death of the Owner. If there is no surviving Contract Beneficiary when the death benefit becomes payable in accordance with Section 10, the Owner will be the Contract Beneficiary, or if the Owner is not living, then the estate of the Owner will be the Contract Beneficiary.

The Owner(s) and the Contract Beneficiary will be as shown in the Schedule Pages unless you change them or they are changed by the terms of this section.

Changes

While this contract is in effect, you may change the Contract Beneficiary. You may also change the Owner with our consent. You may only change the Owner by transferring ownership of the entire contract between spouses or to a non-grantor trust for the benefit of a natural person(s).

A request to make any changes must be made by written request. If there is more than one Owner, all Owners must sign the request. When we receive it, the change will be effective as of the date it was signed by the last Owner to sign, whether or not an Owner or Annuitant is then alive. The change, however, will be subject to the rights of any assignee of record with us and subject to any payment made or other action taken by us before we received and filed the notice.

Your exercise of any rights will, to the extent thereof, assign, release, or surrender the interest of the Annuitant and all beneficiaries and Owners under this contract.

SECTION 5: PREMIUM PAYMENTS AND ALLOCATION

Premium

This contract will begin in effect on the Contract Date provided the Initial Premium Payment is received by us and the Owner, Annuitant and Joint Annuitant (if any) are alive. The Initial Premium Payment is due on the Contract Date. The amount applied to this contract will be the premium payments received minus a Premium Expense Charge and minus a deduction for any applicable tax including premium tax where applicable. Premium payments are payable at our Annuity Operations Division, but the Initial Premium Payment may be given to an authorized agent for forwarding to our Annuity Operations Division. No benefit associated with any such premium payment will be provided until it is actually received by us at our Annuity Operations Division. Premium payments are subject to the following conditions:

(a) Each premium payment must be at least equal to the Minimum Premium Payment shown in the Schedule Pages.

(b) The maximum premium that may be deposited to this contract in any Contract Year is the Maximum Premium Payment shown in the Schedule Pages.

(c) The aggregate of all premium payments paid while the contract is in force may not exceed the Maximum Aggregate Premium Payment shown in the Schedule Pages.

(d) The maximum premium that may be deposited in any Investment Option in any Contract Year is the Maximum Premium Payment, less any amount previously transferred to such Investment Option in such year.

(e) We will not accept premium payments during the Premium Restriction Period shown in the Schedule Pages.

(f) Premium payments may not be made to this contract after the Maturity Date.

Upon request we will consider waiving any of the above conditions.

Premium Tax

If we incur a charge for a premium tax or a similar tax, it will be deducted either from premiums or from the Contingent Account Value on the date you elect an annuity option. We have the right, however, to deduct such charges upon any withdrawal under Section 11, and on the Surrender Date, the Maturity Date, or the date of payment of the Death Benefit. Such deduction will be equal to the tax percentage multiplied by (i) in the case of withdrawals, the amount withdrawn, (ii) in the case of surrender or annuitization, the Contingent Account Value as of the Surrender Date or the Maturity Date as the case may be, or (iii) in the case of death, the Death Benefit as of the date of receipt of due proof of death. The tax percentage is equal to the percentage of premium which the premium tax or similar tax in question constitutes.

Premium Allocation

Premium payments, less a Premium Expense Charge, will be allocated to the Investment Options according to the investment allocation instructions then in effect. The initial investment allocation is that elected by you. You may elect to change the investment allocation at any time. A change in investment allocation will be effective as of the end of the business day on which we receive notice satisfactory to us. Instructions to us must express allocation percentages as greater than or equal to zero, and less than or equal to 100%, and the sum of the allocation percentages must equal 100%. Allocation percentages must be whole numbers. We have the right to impose a limit on the number and frequency of such changes and to set minimum and maximum percentages that may be allocated to any Investment Option.

SECTION 6: SEPARATE ACCOUNT AND INVESTMENT OPTIONS

Assets under this contract may be allocated to the Investment Options of the Separate Account.

Separate Account and Investment Options

The PHL Variable Accumulation Account (Separate Account) is a separate account established by our Company under Connecticut Law and is registered as a unit investment trust under the Investment Company Act of 1940. The Separate Account contains various Investment Options that have different investment objectives.

All income, gains and losses, realized and unrealized, of the Separate Account are credited to or charged against the amounts placed in the Separate Account without reference to other income, gains and losses of our General Account. The assets of the Separate Account are owned solely by us and we are not a trustee with respect to such assets. These assets are not chargeable with liabilities arising out of any other business that we may conduct. The assets of the Separate Account will be valued at least as often as any policy benefits vary, but at least monthly.

We use the assets of the Separate Account to buy shares of the underlying fund(s) of this policy according to your most recent allocation instruction on file with us. The underlying fund(s) are registered under the Investment Company Act of 1940 as open-end, management investment companies. Assets of each Investment Option are invested in shares of the corresponding underlying fund series.

No change will be made in the investment policy of any of the Investment Options of the Separate Account without approval of the appropriate insurance supervisory official of our domiciliary state of Connecticut. The approval process is on file with the Department of Insurance.

Addition, Deletion, or Substitution of Investment Options
We have the right, subject to compliance with applicable law, to add, delete, or substitute Investment Options of the Separate Account, including asset allocation models and strategies, combine the Separate Account into another Separate Account, transform the Separate Account into a mutual fund, and/or deregister the Separate Account under the Investment Company Act of 1940. We also reserve the right to eliminate the shares of any underlying fund(s) if they are no longer available for investment, or if we believe investing in any underlying fund(s) is no longer appropriate for the purposes of the Separate Account.

Share of Separate Account Investment Option Values
The share of this policy in the value of each Investment Option of the Separate Account on a business day is the Accumulation Unit Value of that Investment Option on that date multiplied by the number of this policy's Accumulation Units in that Investment Option after all transactions for the business period ending on that day have been processed. For any day which does not fall on a business day, the share of this policy in the value of each Investment Option of the Separate Account is determined using the number of Accumulation Units on that day after all transactions for that day have been processed and the Accumulation Unit Values on the next business day.

Accumulation Units
The number of Accumulation Units credited to each Investment Option of the Separate Account will be determined by dividing the net premium payment, Longevity Credit or transfer amount applied to that Investment Option by the then current Accumulation Unit Value of that Investment Option.

Accumulation Unit Value
The Accumulation Unit Value of each Investment Option of the Separate Account was set up by us on the first business day of each such Investment Option. The Accumulation Unit Value of an Investment Option of the Separate Account on any other business day is determined by multiplying the Accumulation Unit Value of that Investment Option on the immediately preceding business day by the Net Investment Factor for that Investment Option for the then current business period. The Accumulation Unit Value of each Investment Option of the Separate Account on a day other than a business day is the Accumulation Unit Value on the next business day. The Accumulation Unit Value of each Investment Option of the Separate Account on a business day is determined at the end of that day.

Net Investment Factor
The Net Investment Factor for each Investment Option of the Separate Account is determined by the investment performance of the assets held by the Investment Option during the business period.

The Net Investment Factor is equal to the result of item (d) below subtracted from the result of dividing the sum of items (a) and (b) by item (c) as defined below.

(a) The value of the assets in the Investment Option on the current business day, including accrued net investment income and realized and unrealized capital gains and losses, but excluding the net value of any transactions during the current business period.

(b) The amount of any dividend (or, if applicable, any capital gain distribution) received by the Investment Option if the "ex-dividend" date for shares of the fund occurs during the current business period.

(c) The value of the assets in the Investment Option as of the just prior business day, including net accrued net investment income and realized and unrealized capital gains and losses, and including the value of all transactions during the business period ending on that date.

(d) The sum of the charge, if any, for taxes and reserves for taxes on investment income, and realized and unrealized capital gains multiplied by the number of days in the current business period.

SECTION 7: TRANSFER OPTIONS

Transfers

Except as provided below, you may elect to transfer amounts among the Investment Options up to twelve times in a Contract Year. If additional transfers are requested, the Company reserves the right to prohibit such transfers or impose a transfer charge, not to exceed the Maximum Transfer Charge, shown in the Schedule Pages, for each transfer in excess of twelve. Any transfer charge will be deducted from the Investment Options from which the amounts are to be transferred with each such Investment Option bearing a pro-rata share of the transfer charge. We have the right to prohibit a transfer less than 30 days prior to the Maturity Date. Transfers may be made by written request or by telephone or internet notification if a currently valid written authorization to make changes in this manner is on file with us.

DCA Program

Under the Dollar Cost Averaging Program ("DCA Program"), only the Initial Premium Payment can be applied towards the DCA Program. If you elect the DCA Program, the Initial Premium Payment will be deposited into the Money Market Investment Option, and will be transferred automatically during the DCA Transfer Period elected by you, and shown in the Schedule Pages, from the Money Market Investment Option to the other Investment Options in accordance with your investment allocation instructions then in effect. The frequency of such automatic transfers will either be on a monthly or quarterly basis, depending on your election, and the amount of each transfer is subject to the Minimum DCA Transfer Amounts shown in the Schedule Pages. Upon expiry of the DCA Transfer Period, any amount remaining in the Money Market Investment Option will be transferred out with the last DCA transfer. The Money Market Investment Option is not otherwise available for premium allocations or other transfers until expiry of the DCA Transfer Period.

Asset Rebalancing Program

Under the Asset Rebalancing Program, funds are transferred automatically among the Investment Options on a monthly, quarterly, semi-annual, or annual basis to maintain the allocation percentages elected by you. We have the right to prohibit the Asset Rebalancing and DCA Programs to be in effect at the same time.

Transfer Restrictions

Transfers made under the DCA Program or Asset Rebalancing Program will be processed on the next business day following your request for the month that applies. If the value in the applicable Investment Option is below the amount to be transferred, then the entire remaining balance will be transferred and the DCA or Asset Rebalancing Programs will terminate. You may also terminate your participation in the DCA or Asset Rebalancing Programs at any time upon written request. Termination will be effective on the first business day following our receipt of written notice.

We have the right, in our sole and absolute discretion, to temporarily or permanently modify or terminate transfer privileges, or reject any specific order from anyone including the owner, market-timing organization, or individual, or other party authorized to give transfer orders whose transactions would constitute Disruptive Trading as determined by us or an underlying fund company. Disruptive Trading includes, but is not limited to, frequent purchases, redemptions and transfers, transfers into and out of an Investment Option in a short period of time, and transfers of large amounts at one time. In addition to restricting or terminating transfer privileges we also reserve the right to limit the dollar amount and frequency of transfers, impose redemption fees on short-term trading, restrict the method of making transfers, and to require a holding period for some Investment Options. We also reserve the right to not accept batch transfer instructions from anyone acting under powers of attorney for multiple owners, unless we have entered into a third-party transfer service agreement. Such transfer limitations could be applied to transfers to or from some or all of the Investment Options. These limitations, individually or in aggregate, may be applied in any manner reasonably designed to prevent any use of the transfer right that is considered by us to be to the disadvantage of other owners. Any termination, restriction, or limitation on transfer privileges will be administered in a uniform non-discriminatory manner. If we reject a transfer for any of these reasons, we will notify you of our decision in writing. We do not include transfers made pursuant to the DCA or Asset Rebalancing Program when applying our Disruptive Trading policy.

SECTION 8: WITHDRAWALS, SURRENDER, TERMINATION

Withdrawals
After the Deferral Period End Date, you may request withdrawals of the Cash Value. Such withdrawals must be by written request and must include any tax withholding information we may reasonably require. The withdrawal amounts must be at least equal to the Minimum Withdrawal Amount shown in the Schedule Pages. The value of each Investment Option will be reduced proportionately, unless otherwise agreed upon, by the withdrawal. The payment you will receive is the requested amount of the withdrawal.

For contracts issued in connection with the Individual Retirement Accounts, you may request a withdrawal in the amount of the Required Minimum Distribution ("RMD") regardless of whether the contract is in the Deferral Period. You may withdraw RMD amounts from this contract for purposes of satisfying RMD requirements that are attributable only to this contract. Any RMD amounts that are not withdrawn during a calendar year cannot be withdrawn in subsequent calendar years. Amounts withdrawn for RMD purposes will decrease the Contingent Account Value. Because Cash Value is neither available nor applicable during the Deferral Period, amounts withdrawn from this contract for RMD purposes during the Deferral Period are not considered a withdrawal of Cash Value.

Surrender
On or after the Deferral Period End Date, you may request to withdraw the entire Cash Value, which is referred to as a surrender. Surrenders must also be by written request and must include any tax withholding information we may reasonably require. The payment you will receive is the Cash Value in effect on the date of surrender.

Termination During the Deferral Period
During the Deferral Period, this contract will terminate without value on the earliest of the following dates:

- the date of death of the Annuitant, when the Individual Longevity Solution is in effect;
- the date of death of the surviving Annuitant, when the Joint Longevity Solution is in effect;
- the date the Contingent Account Value is reduced to zero, unless otherwise determined by an attached rider, amendment, or endorsement.

The contract cannot be surrendered or otherwise voluntarily terminated during the Deferral Period.

Termination After the Deferral Period
After the Deferral Period, this contract will terminate without value on the earliest of the following dates:

- the date the Contingent Account Value is reduced to zero, unless otherwise determined by an attached rider, amendment, or endorsement;
- the date you elect an annuity payment option in accordance with Sections 17 and 18;
- the date the contract is surrendered;
- the Maturity Date.

Upon termination, we will mail or otherwise deliver written notice to you at your most recent post office address on file at our Annuity Operations Division.

SECTION 9: EXPENSE CHARGES

Charges to cover expenses incurred by us in the distribution and administration of this contract are made in the manner described below.

Annual Administrative Charge
An Annual Administrative Charge is deducted from the Contingent Account Value on each applicable Contract Anniversary, as shown in the Schedule Pages. Each Investment Option bears a pro rata share of such expense based on the proportionate value of each of the Investment Options. We reserve the right to lower such charge. By agreement with us, you may, instead, elect to pay this charge in cash.

Mortality and Expense Risk Fee
A Mortality and Expense Risk Fee is deducted from the Contingent Account Value on each applicable Monthly Processing Date, as shown in the Schedule Pages. Each Investment Option bears a pro rata

share of such expense based on the proportionate value of each of the Investment Options. We reserve the right to lower such fee.

Premium Expense Charge
A Premium Expense charge, not to exceed that shown in the Schedule Pages, is deducted from all premiums paid. We reserve the right to lower such fee.

Tax
We may include a charge for a premium tax as described in the Section 5.

Transfer Charge
A transfer charge is as shown on the Schedule Page and is described in Section 7.

SECTION 10: CONTINGENT ACCOUNT VALUE AND LONGEVITY CREDITS

Determination of the Contingent Account Value
Prior to the Maturity Date, the value of an Investment Option of the Separate Account for this contract is determined by multiplying the total number of Accumulation Units under this contract for that Investment Option by the current Accumulation Unit Value of that Investment Option. The total Contingent Account Value under this contract equals the sum of the values of each of the Investment Options.

Longevity Credits
The Coverage Option in effect is elected by you, and is shown in the Schedule Pages. It cannot be changed after issue of the contract.

On each Contract Anniversary prior to and including the Deferral Period End Date, the Contingent Account Value is credited with a Longevity Credit. If the Individual Longevity Solution is in effect, the Annuitant must be living in order to receive such year's credit. If the Joint Longevity Solution is in effect, either the Annuitant or Joint Annuitant must be living in order to receive such year's credit. After the Deferral Period End Date, there are no additional Longevity Credits.

The Longevity Credit in any Contract Year is equal to the applicable Longevity Credit Percentage, as specified in the Schedule Pages, for that Contract Year, multiplied by the Contingent Account Value on that Contract Anniversary.

The Longevity Credit is immediately allocated among the Investment Options in accordance with your investment allocation instructions then in effect.

The Valuation of Investment Options
The values of the assets in each Investment Option will be calculated in accordance with applicable law and accepted procedures.

All paid-up annuity, cash surrender, and death benefits under this contract are not less than the minimum benefits required by any statute of the state where this contract is delivered or issued for delivery. Any additional amounts we credit to the contract will be treated as any other gain in the contract and, after the Deferral Period, will increase the paid-up annuity, cash surrender and death benefits. Paid-up annuity and cash surrender benefits, and death benefits will be reduced by any withdrawal.

We guarantee that expense and mortality results shall not adversely affect the dollar amount of variable benefits and other contractual payments and values.

SECTION 11: DEATH BENEFIT

During the Deferral Period
During the Deferral Period, there is no death benefit paid upon death of the Owner. Upon death of the Annuitant when the Individual Longevity Solution is in effect, or death of the surviving Annuitant when the Joint Longevity Solution is in effect, the contract terminates without value. No death benefit or any other benefits or amounts are payable. If we receive proof of death of an Annuitant after the Deferral Period has expired and that death had occurred during the Deferral Period, no death benefit or any other benefits or amounts will be payable.

After the Deferral Period End Date, but prior to the Maturity Date
After the Deferral Period End Date, but prior to the Maturity Date, the death benefit will be determined upon the death of any Owner and is equal to the Contingent Account Value. If the contract is held by a single Owner who dies before the Maturity Date, we will pay the death benefit to the designated Contract Beneficiary(ies) upon receipt of a certified death certificate, or any other proof acceptable to us. If there is more than one Owner and one of the Owners dies before the Maturity Date, we will pay the death benefit to the surviving Owner(s), if any, who will be deemed to be the designated Contract Beneficiary. If the spouse of a deceased Owner is entitled to receive all or some portion of the death benefit, the spouse may elect to continue the contract as the new Owner. This election is allowed only prior to the Maturity Date and can be elected only one time. When the spouse elects to continue the contract, the death benefit that the spouse is entitled to receive will become the new Contingent Account Value for the continued contract.

If the contract is owned by a non-natural person, such as a trust, and the Annuitant dies before the Maturity Date, we will pay the death benefit to the Owner.

The death benefit provided under this contract is not less than the minimum benefits required under the laws of the state where this contract is delivered or issued for delivery.

Distribution at Death Requirements
Any Contract Beneficiary who is a natural person entitled to a death benefit may elect to receive the death benefit in the form of a lump sum at death, deferral for a period of five years or annual periodic payments beginning, for a non-qualified contract, no later than the first anniversary of the Owner's death and for an IRA contract, no later than December 31 of the year after the Owner's death. The required minimum amount of the annual periodic payments is based on the life or life expectancy of the Contract Beneficiary, using IRS tables. If an annuity payment option is not elected or the Contract Beneficiary is a non-natural person, the entire death benefit will be distributed in a lump sum no later than five years after the date of death. A Contract Beneficiary who is the spouse of the deceased Owner has additional after-death payment options, including becoming the new owner of the contract. The contract is to be interpreted in accordance with sections 72(s) and 401(a)(9) of the Internal Revenue Code.

On or after the Maturity Date
If an owner dies on or after the Maturity Date, and there is no surviving Owner, any remaining annuity payments will be paid to the Contract Beneficiary under the annuity payment option in effect on the date of death. If there is a surviving Owner, the payments continue as if there had been no death. Payments to the Contract Beneficiary or surviving Owner may not be deferred or otherwise extended without our prior approval. If the Annuitant and Joint Annuitant(s), if any, die and are survived by any Owner, remaining annuity payments, if any, will be paid to such Owner. Payments will continue under the annuity payment option in effect at the date of death and may not be deferred or otherwise extended without our prior approval.

SECTION 12: ASSIGNMENT

After the Deferral Period End Date, you may assign your interest in this contact, except as otherwise provided, without the consent of any person other than an irrevocable Contract Beneficiary. Your interest, any interest of the Annuitant, and of any revocable Contract Beneficiary shall be subject to the terms of the assignment.

We will not be considered to have notice of any assignment of an interest in this contract until we receive the original or copy of the written assignment at our Annuity Operations Division. In no event will we be responsible for the validity or sufficiency of any assignment. Any change will be subject to any payment made or actions taken by us before we received the written assignment at our Annuity Operations Division.

If this contract is issued in an IRA, this contract is subject to assignment restrictions for federal income tax purposes. In such event, this contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

SECTION 13: DEFERRAL OF DETERMINATIONS

We may postpone the processing of any withdrawals or surrender to the extent any transactions depend upon the value of any Investment Option of the Separate Account, for any period during which the New York Stock Exchange is closed for trading (except normal holiday closing); or when the Securities and Exchange Commission has determined that a state of emergency exists such that valuation or disposal of securities held by any of the Separate Accounts is not practical; or where the value of any Investment Option of the Separate Account is unavailable for other trading or pricing purposes.

Rules and regulations of the Securities and Exchange Commission, if any, are applicable and will govern as to whether conditions described above exist.

SECTION 14: PROOF REQUIRED FOR PAYMENT

We may require proof of the correct age of the Annuitant and Joint Annuitant, if any, before any annuity payments begin. We also have the right to require proof of the identity, age, and survival of any person entitled to any payment under this contract or upon whose life any payments depend.

SECTION 15: MISSTATEMENTS

If the age or sex of the Annuitant or Joint Annuitant has been misstated, any benefits payable will be adjusted to the amount that the Contingent Account Value would have purchased based on the Annuitant's or Joint Annuitant's correct age and sex. Any overpayment(s) and underpayment(s) made by us will be charged or credited against future payments to be made under the contract. We will charge interest on any overpayments and credit interest on any underpayments at the effective annual rate required by the state where this contract is delivered.

SECTION 16: STATEMENT OF ACCOUNT

We will send you a statement of account at least annually, or more frequently, as required by law. The statement of account will include the Contingent Account Value, Cash Value, death benefit, and transaction information. The statement of account will show any other information required by the state or federal laws or regulations. The statement will be mailed to your most recent post office address on file at our Annuity Operations Division.

SECTION 17: ANNUITY BENEFITS

After the Deferral Period End Date, but on or before the Maturity Date, you may elect any one of the annuity payment options as described in Section 18. If no election is made, we shall begin to pay a series of annuity payments automatically to the Owner beginning on the Maturity Date for a period certain of 10 years and as long thereafter as the Annuitant lives. The amount of each annuity payment will be equal to the Contingent Account Value on the Maturity Date less any applicable tax, divided by $1,000 and then multiplied by the applicable annuity payment factors.

If the amount to be applied on the Maturity Date is less than $2,000 or would result in monthly payments of less than $20, we shall have the right to pay such amount to you in one lump sum in lieu of providing such annuity. We also have the right to change the annuity payment frequency to annual if the monthly annuity payment would otherwise be less than $20.

SECTION 18: ANNUITY PAYMENT OPTIONS

Annuity payment options are available only after the Deferral Period End Date. Annuity payment options may be elected only by written request. Annuity payment options are specified below.

Individual Longevity Solution

If the Individual Longevity Solution is in effect at the time of your request, either a single life payment option or a joint life payment option can be elected. If you elect a joint life payment option, a Joint Annuitant must be named**.**

Joint Longevity Solution
If the Joint Longevity Solution is in effect at the time of your request, and both annuitants are living, a joint life payment option must be elected If, however, only one annuitant is living, a single life payment option can be elected, or a joint life payment option can be elected. If you elect a joint life payment option under such circumstances, then a Joint Annuitant must be named.

We reserve the right to require that the election of an annuity payment option be in the form of a supplementary contract distributed by us reflecting the terms of the payment option elected. We have the right to require proof of age and sex of any person on whose life payments depend, as well as proof of the continued survival of any such person. After the first Payment Calculation Date, you may not change the annuity payment option you elected. When the election of an annuity payment option is made by the Contract Beneficiary of any death benefit payable under this contract, limited as described in Section 11, the term “Annuitant” as used below shall refer to such Contract Beneficiary.

Calculation of Fixed Annuity Payments
Under Options A, B, D, E and F, the applicable annuity payment option rate used to determine the payment amount will not be less than the rate based on the 2000 Individual Annuity Mortality Table with a 10-year age setback and an interest rate of 2.5%. Under Options G and H, the interest rate is 1.5%. Under Options A, B, D, E, F, G, and H, the amount of the payment is equal to the Contingent Account Value, less any applicable tax, divided by $1,000 and then multiplied by the applicable annuity payment option rate.

Option A – Life Annuity with Specified Period Certain
A fixed payout annuity payable monthly while the Annuitant is living or, if later, the end of the specified period certain. The period certain may be specified as 5, 10, or 20 years. The period certain must be specified at the time this option is elected.

Option B – Non-Refund Life Annuity
A fixed payout annuity payable monthly while the Annuitant is living. No monthly payment, death benefit or refund is payable after the death of the Annuitant.

Option D – Joint and Survivorship Life Annuity
A fixed payout annuity payable monthly while either the Annuitant or designated Joint Annuitant is living. If a Joint Annuitant is not previously designated, you must designate the Joint Annuitant at the time you elect this option.

Option E – Installment Refund Life Annuity
A fixed payout annuity payable monthly while the Annuitant is living. If the Annuitant dies before the annuity payments made under this option total an amount which refunds the entire amount applied under this option, we will make a lump sum payment equal to the entire amount applied under this option less the sum of payments already made.

Option F – Joint and Survivorship Life Annuity with 10-Year Period Certain
A fixed payout annuity payable monthly while either the Annuitant or Joint Annuitant is living, or if later, the end of 10 years. If a Joint Annuitant is not previously designated, you must designate the Joint Annuitant at the time you elect this option.

Option G – Payments for a Specified Period
A fixed payout annuity payable monthly over a specified period of time. Payments continue whether the Annuitant lives or dies. The specified period must be in whole numbers of years from 5 to 30, but cannot be greater than 100 minus the age of the older of the Annuitant and Joint Annuitant. However, if the Contract Beneficiary of any death benefits payable under this contract elects this Payment Option, the period selected by the Contract Beneficiary may not extend beyond the life expectancy of such Contract Beneficiary.

Option H – Payments of a Specified Amount
Equal income installments of a specified amount are paid until the principal sum remaining under this option from the amount applied is less than the amount of the installment. When that happens, the principal sum remaining will be paid as a final payment. The amount specified must provide for payments for a period of at least 5 years.

Other Options
We may offer other annuity payment options or alternative versions of the options listed above.

Tables of Annuity Payment Option Rates
The tables in this section show the guaranteed minimum monthly payments for Fixed Annuity Payment Options A - G for each $1,000 applied. These rates are based on the Annuitant's age and sex. If our rates in effect on the first Payment Calculation Date are more favorable, we will use those rates. Amounts for payment frequencies, periods, ages and any current rate information not shown will be provided upon request.

The term "age" as used in the tables refers to the actual age of the Annuitant on the first Payment Calculation Date.

Options A & E - Life Annuity with Specified Period Certain; Installment Refund Life Annuity

	Installment Refund		5 Years Certain		10 Years Certain		20 Years Certain	
Age	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**	**Male**	**Female**
40	$2.85	$2.76	$2.90	$2.79	$2.89	$2.79	$2.89	$2.78
45	2.99	2.88	3.05	2.92	3.05	2.92	3.03	2.91
50	3.15	3.02	3.24	3.08	3.24	3.08	3.21	3.06
55	3.35	3.20	3.48	3.28	3.47	3.28	3.42	3.25
60	3.58	3.41	3.79	3.54	3.76	3.53	3.67	3.48
65	3.87	3.68	4.17	3.87	4.13	3.85	3.97	3.76
70	4.24	4.01	4.67	4.30	4.61	4.26	4.30	4.09
75	4.68	4.44	5.36	4.88	5.21	4.81	4.63	4.45
80	5.24	4.98	6.28	5.68	5.97	5.51	4.92	4.80
85	5.93	5.67	7.49	6.81	6.82	6.41	5.12	5.07
90	6.78	6.55	9.04	8.38	7.70	7.42	5.22	5.21

Option B - Non-Refund Life Annuity

Age	Male	Female
40	$2.90	$2.79
45	3.05	2.92
50	3.24	3.08
55	3.49	3.28
60	3.79	3.54
65	4.18	3.87
70	4.69	4.31
75	5.40	4.90
80	6.38	5.73
85	7.73	6.94
90	9.61	8.73

Option D - Joint and Survivorship Life Annuity

	Male Age										
Female Age	**40**	**45**	**50**	**55**	**60**	**65**	**70**	**75**	**80**	**85**	**90**
40	$2.65	$2.69	$2.72	$2.74	$2.75	$2.76	$2.77	$2.78	$2.78	$2.78	$2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.92
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07
55	2.79	2.88	2.97	3.05	3.11	3.16	3.20	3.23	3.25	3.26	3.27
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.51	3.52
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.83
70	2.86	2.99	3.14	3.31	3.49	3.66	3.83	3.98	4.09	4.18	4.23
75	2.87	3.01	3.18	3.37	3.58	3.81	4.05	4.28	4.48	4.63	4.74
80	2.88	3.03	3.20	3.41	3.65	3.93	4.25	4.58	4.89	5.17	5.38
85	2.89	3.04	3.22	3.44	3.70	4.03	4.41	4.84	5.31	5.76	6.15
90	2.89	3.04	3.23	3.46	3.74	4.09	4.52	5.05	5.67	6.34	6.99

Option F - Joint and Survivorship Life Annuity with 10-Year Period Certain

	Male Age										
Female Age	**40**	**45**	**50**	**55**	**60**	**65**	**70**	**75**	**80**	**85**	**90**
40	$2.65	$2.69	$2.72	$2.74	$2.75	$2.76	$2.77	$2.78	$2.78	$2.78	$2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.91
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07
55	2.79	2.88	2.97	3.04	3.11	3.16	3.20	3.23	3.25	3.26	3.27
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.50	3.52
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.82
70	2.86	2.99	3.14	3.31	3.48	3.66	3.83	3.98	4.09	4.17	4.21
75	2.87	3.01	3.17	3.36	3.58	3.81	4.05	4.27	4.47	4.61	4.71
80	2.88	3.03	3.20	3.41	3.65	3.93	4.24	4.56	4.87	5.12	5.31
85	2.89	3.04	3.22	3.44	3.70	4.02	4.39	4.82	5.26	5.67	5.99
90	2.89	3.04	3.23	3.45	3.73	4.08	4.50	5.01	5.58	6.15	6.66

Option G - Payments for a Specified Period

Number of Years	Annual Installment	Monthly Installment
5	$206.00	$17.28
6	172.93	14.51
7	149.32	12.53
8	131.61	11.04
9	117.84	9.89
10	106.83	8.96
11	97.83	8.21
12	90.33	7.58
13	83.98	7.05
14	78.55	6.59
15	73.84	6.20
16	69.72	5.85
17	66.09	5.55
18	62.86	5.27
19	59.98	5.03
20	57.38	4.81
25	47.55	3.99
30	41.02	3.44

PHOENIX

Flexible Premium Deferred Annuity
Nonparticipating – not eligible for dividends

SECTION 1: SCHEDULE PAGES

Owner:	[John Doe]
Contract Number:	[13000000]
Initial Premium Payment:	[$100,000.00]
Contract Date:	[February 1, 2008]
Maturity Date:	[February 1, 2038]
Annuitant:	[John Doe]
Annuitant Age:	[65]
Annuitant Sex:	[Male]
[Joint Annuitant:	[Jane Doe]
Joint Annuitant Age:	[65]
Joint Annuitant Sex:	[Female]]
Contract Beneficiary:	[As specified later in this Section 1]
Coverage Option:	[Individual Longevity Solution]
[Contract Series:	[Nonqualified Individual Solution]]
Deferral Period:	[20 years]
Deferral Period End Date:	[February 1, 2028]
DCA Transfer Period:	[12 months]
Minimum DCA Transfer Amounts:	
Monthly	[$25]
Quarterly	[$75]
Minimum Withdrawal Amount:	[$100]
Minimum Premium Payment:	[$100]
Maximum Premium Payment:	[$1,000,000]
Maximum Aggregate Premium Payment:	[$5,000,000]
Premium Restriction Period:	[February 1, 2021 – February 1, 2028]

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]

Contract Number: [13000000]

Schedule of Longevity Credit Percentages:

[

Contract Year	Longevity Credit Percentage (%)		Contract Year	Longevity Credit Percentage (%)
1	0.1		11	1.1
2	0.2		12	1.2
3	0.3		13	1.3
4	0.4		14	1.4
5	0.5		15	1.5
6	0.6		16	1.6
7	0.7		17	1.7
8	0.8		18	1.8
9	0.9		19	1.9
10	1.0		20	2.0

]

Investment Allocation:

[Money Market #122: 100%]

Owner:	[John Doe]
Contract Number:	[13000000]

MAXIMUM CONTRACT CHARGES

Mortality and Expense Risk Fee:	[0.041667%, deducted monthly (based on an annual rate of 0.500%)]
Transfer Charge:	[$25 per transfer]
Annual Administrative Charge:	[$50.00, deducted each Contract Anniversary [after the Deferral Period End Date]]
Premium Expense Charge:	[0%] of premiums paid

Owner: [John Doe]

Contract Number: [13000000]

CONTRACT BENEFICIARY

[Jack Doe]

Owner: [John Doe]

Contract Number: [13000000]

[Rider Information]

[Rider Description	**Rider Issue Date**	**Benefit Amount**	**Rider Expiry Date**	**Rider Charge]**

[

]

Statement of Variability

Forms 08LVA and LVASP-1

This Statement of Variability sets forth the variable information which will appear in brackets in form **08LVA (Flexible Premium Deferred Annuity)** and form **LVASP-1 (Contract Schedule Pages).** No change in variability will be made which in any way expands the scope of the wording being changed.

Cover Page

The Company address, as well as the Customer Service telephone number, is bracketed to indicate that they may change in the future.

We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

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Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Initial Premium Payment: The initial premium payment chosen by the Owner will appear in this field.

Contract Date: The date the contract is issued and the date from which Contract Years are measured will appear in this field.

Maturity Date: The later of the 10th Contract Year and the Contract Anniversary nearest the younger Annuitant's 95th birthday will appear in this field.

Annuitant: The name of the Annuitant will appear in this field.

Annuitant Age: The current age of the Annuitant will appear in this field.

Annuitant Sex: The sex of the Annuitant will appear in this field.

We have bracketed the next 3 fields referencing a Joint Annuitant since they will not appear if there is only an individual Annuitant.

Joint Annuitant: The name of the Joint Annuitant, if any, will appear in this field.

Joint Annuitant Age: The age of the Joint Annuitant, if any, will appear in this field.

Joint Annuitant Sex: The sex of the Joint Annuitant, if any, will appear in this field.

Contract Beneficiary: The name of the Contract Beneficiary, as specified by the Owner, will appear in this field.

Coverage Option: The Coverage Option elected by the Owner will appear in this field. The available Coverage Options are: Individual Longevity Solution and Joint Longevity Solution.

Contract Series: This field indicates the Contract Series and will only appear if such indicator is necessary for tracking purposes. The Contract Series are: Nonqualified Individual Solution, Nonqualified Joint Solution, and IRA Individual Solution.

Deferral Period: The period of time, chosen by the Owner, expressed in Contract Years, during which no annuity payments, withdrawals, surrenders, cash value, or death benefits are available will appear in this field. Currently, the Deferral Period may be not less than 10 years and not more than 40 years. Any changes to this range would be for new issues only and could range from 5 years to 50 years.

Deferral Period End Date: The date on which the Deferral Period expires will appear in this field. This field is calculated based on the Contract Date and the Deferral Period.

DCA Transfer Period: The period of time the Owner chooses to have funds transferred from the Money Market fund to one or more of the other investment options. The DCA period elected may range from 3-120 months.

Minimum DCA Transfer Amounts:

> Monthly: The minimum amount that may be transferred under the DCA program per month will appear in this field. Should we change this amount it would be for new issues only and could range from $0 to $1,000.
>
> Quarterly: The minimum amount that may be transferred under the DCA program per quarter will appear in this field. Should we change this amount it would be for new issues only and could range from $0 to $1,000.

Minimum Withdrawal Amount: The minimum amount that may be withdrawn from the contract upon each withdrawal will appear in this field. Should we change this amount it would be for new issues only and could range from $0 to $1,000.

Minimum Premium Payment: The minimum amount that may be paid as a premium, excluding the Initial Premium Payment, will appear in this field. Should we change this amount it would be for new issues only and could range from $0 to $10,000.

Maximum Premium Payment: The maximum premium amount that may be paid into the contract in any year will appear in this field. Should we change this amount it would be for new issues only and could range from $10,000 to $50,000,000.

Maximum Aggregate Premium Payment: The maximum amount of total premiums paid into the contract, including the Initial Premium Payment, allowed will appear in this field. Should we change this amount it would be for new issues only and could range from $10,000 to $50,000,000.

Premium Restriction Period: The period in which premiums may not be paid into the contract will appear in this field. Currently, the dates that appear will encompass the 7 year period preceding the Deferral Period End Date. Should we change this period it would be for new issues only and could range from 0-20 years preceding the Deferral Period End Date.

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Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Schedule of Longevity Credit Percentages: The Longevity Credit Percentages applicable to the named annuitant(s) will appear in this table. The table is bracketed since the amount of contract years displayed in the table will represent the length of Deferral Period elected, and the percentages will vary based on the age and gender of the annuitant(s).

Investment Allocation: The fund(s) in which the Owner chooses to invest the premium payments will appear in this field.

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Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Mortality and Expense Risk Fee: The maximum Mortality and Expense Risk Fee will appear in this field. The maximum fee is currently 0.50% annually (0.041667% monthly). Should we change this charge it would be for new issues only and could range from 0.00% annually (0.000000% monthly) to 3.00% annually (0.250000% monthly).

Transfer Charge: The maximum amount that we charge for each transfer after the first 12 free transfers in any Policy Year will appear in this field. The maximum charge is currently $25. Should we change this charge it would be for new issues only and could range from $0 to $50.

Annual Administration Charge: The maximum Annual Administrative Charge will appear in this field. The maximum charge is currently $50. Should we change this charge it would be for new issues only and could range from $0 to $100. We have also bracketed "after the Deferral Period End Date" to allow for the possibility of an Annual Administration Charge prior to the Deferral Period End Date. Such change would apply to new issues only.

Premium Expense Charge: The maximum Premium Expense Charge that is deducted from premiums paid will appear in this field. Currently, the charge is 0%. Should we change the percentage it would be for new issues only and could range from 0% to 8%.

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Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Contract Beneficiary: The name of the Contract Beneficiary(ies), as specified by the Owner, will appear in this field.

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Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Rider Information: There are currently no riders available with this product so this page will not appear. It is included only for specimen purposes. Any new riders or endorsements that we plan to use with this form will be filed separately and not used until approved. If in the future there is(are) rider(s) available with this product this page will only appear if they are elected by the Owner.

Statement of Variability

Form OL4330

This Statement of Variability sets forth the variable information which will appear in brackets in form **OL4330 (Variable Annuity Application)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 1:

Company Logo: The company logo has been bracketed to indicate that this logo could be changed in the future.

Company Name: The name of the company has been bracketed to indicate that this application could be used with a different company affiliated with Phoenix, or that the name could change in the future.

Company Address: Each address on this page is bracketed to indicate that they may either change or an additional address may be added in the future.

Section 1. Longevity Solutions

This section has been bracketed to indicate that in the future we may not offer both the "Individual Longevity Solution" and "Joint Longevity Solution". The wording for each of these two options will not change as long as they appear on the form.

We have bracketed the "Deferral Period" part of Section 1 to indicate that the conditions set forth for determining which deferral period may be elected may change.

Page 2:

Section 5. Plan Type

We have bracketed the plans set forth in this section to indicate that we may either add or delete from the list of the plan types in this section.

Section 7. Riders and Features

This section is bracketed to indicate that if riders or new features are offered with the policy in the future that they will appear in this section of the form. There are currently no riders available with this product. New riders and features will only be added to this form subject to state insurance department filing and approval requirements for those riders and features.

Section 8. Investment Options

This section has been bracketed to indicate that when the list of investment options (Funds) available has been finalized they will appear in this section. This section is also bracketed to indicate that we may either add or delete investment options from this list subject to state insurance department filing and approval requirements.

Section 9. Optional Investment Programs

The "Dollar Cost Averaging (DCA)" language is bracketed to indicate that we may not offer this program in the future.

Page 3:

Section 12. Telephone/Electronic Authorization

The word “electronic” has been bracketed to indicate that the option to authorize instructions electronically may not always be available.

The second option has been bracketed to indicate that telephone/electronic authorization for Registered Representatives may not be available. The word “or” will only appear if both options appear.

Page 4:

Section 16. Internal Approval

The “Series Code” field is bracketed to indicate that it will only appear if such indicator is necessary for tracking purposes.