

SERFF Tracking Number: HARL-125557249 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 39333
 Company Tracking Number: ILD 1139(08)(3)REV
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 2001 CSO Mortality Table Update LSII
 Project Name/Number: 1139(08)/1139(08)(3)Rev

Filing at a Glance

Company: Hartford Life and Annuity Insurance Company

Product Name: 2001 CSO Mortality Table Update LSII SERFF Tr Num: HARL-125557249 State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 39333
 Adjustable Life

Sub-TOI: L09I.001 Single Life Co Tr Num: ILD 1139(08)(3)REV State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Jane Chapman, Roberta Disposition Date: 06/19/2008

Chu, Barbara Warren, Cynthia

McFetridge

Date Submitted: 06/17/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: 1139(08)

Project Number: 1139(08)(3)Rev

Requested Filing Mode: File & Use

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/19/2008

State Status Changed: 06/19/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 03/19/2008

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

We are submitting the subject forms for your review and approval. The forms are new and are intended to be used with new issues of our Flexible Premium Universal Life Policy LA-1139(98) as previously approved by the Department. The forms are not intended for use with inforce business.

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The subject pages impacted by the update to the 2001 CSO Mortality Table have been modified as follows:

Page No. Description of Modification

3B Revised surrender charges

3C Updated the Guaranteed Maximum Cost of Insurance Charges so that they are based on the 2001CSO Mortality Table

8 Updated the Minimum Death Benefit provision to reflect the 2001 CSO Mortality Table

10 Updated the basis for minimum cash values to the 2001 CSO Mortality Table

We have enclosed an actuarial memorandum to support the changes regarding the 2001 CSO Mortality Table.

In addition to the changes to the subject forms described in the table above, we are also taking this opportunity to revise the Minimum Account Value Interest Rate on Page 3.

The forms have been filed concurrently in our state of domicile, Connecticut, and approved for use on 03/19/2008.

Also enclosed are any certifications that may be required by your state.

Your review and approval of this submission is greatly appreciated. Please feel free to contact me with any questions you may have.

Company and Contact

Filing Contact Information

Cynthia McFetridge, Contract Analyst cynthia.McFetridge@hartfordlife.com
200 HopmeadowRd (860) 843-4323 [Phone]
Simsbury, CT 06089 (860) 843-5194[FAX]

Filing Company Information

Hartford Life and Annuity Insurance Company CoCode: 71153 State of Domicile: Connecticut
200 Hopmeadow Street Group Code: 91 Company Type: Life

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Simsbury, CT 06089
(860) 547-5000 ext. [Phone]

Group Name:
FEIN Number: 39-1052598

State ID Number:

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life and Annuity Insurance Company	\$50.00	06/17/2008	20939959

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/19/2008	06/19/2008

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Disposition

Disposition Date: 06/19/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Readability		Yes
Supporting Document	Actuarial Memo & Consent to submit rates certification		No
Form	Specification Page		Yes
Form	Specification Page		Yes
Form	Specification Page		Yes
Form	Policy Insert Page		Yes
Form	Policy Insert Page		Yes

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Form Schedule

Lead Form Number: 1139(08)(3)Rev

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	1139(08)(3)Rev	Schedule Pages	Specification Page	Initial		0	1139(08)(3)Rev.pdf
	1139(08)(3)B)Rev	Schedule Pages	Specification Page	Initial		0	1139(08)(3B)Rev.pdf
	1139(08)(3)C)Rev	Schedule Pages	Specification Page	Initial		0	1139(08)(3C)Rev.pdf
	1139(08)(7/8)Rev	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Policy Insert Page	Initial		50	1139(08)(7-8)Rev.pdf
	1139(08)(9/10)Rev	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Policy Insert Page	Initial		50	1139(08)(9-10)Rev.pdf

POLICY NUMBER: SPECIMEN

POLICY SPECIFICATIONS

BASE POLICY INFORMATION

POLICY: FLEXIBLE PREMIUM ADJUSTABLE LIFE

POLICY NUMBER: SPECIMEN
INSURED: JOHN DOE
ISSUE AGE/SEX: 35, MALE
INSURANCE CLASS: PREFERRED
OWNER(S): JOHN DOE
BENEFICIARY: JANE DOE

INITIAL FACE AMOUNT: \$100,000
DEATH BENEFIT OPTION: OPTION A (LEVEL BENEFIT)
MOVE UP OPTION: 10 YEARS
MOVE UP OPTION MAXIMUM INCREASE: \$25,000

FIRST PLANNED PREMIUM: \$1,500.00
PREMIUM PAYMENT FREQUENCY: ANNUAL
MINIMUM ACCOUNT VALUE INTEREST RATE: 3.0 % FOR POLICY YEARS 1-10;
2.5 % THEREAFTER

POLICY DATE: JANUARY 1, 1998
DATE OF ISSUE: JANUARY 1, 1998
SCHEDULED MATURITY DATE: JANUARY 1, 2063 *

* IT IS POSSIBLE THAT COVERAGE WILL EXPIRE PRIOR TO THE SCHEDULED MATURITY DATE SHOWN IF PREMIUMS AND INTEREST CREDITED ARE INSUFFICIENT TO CONTINUE COVERAGE TO SUCH DATE. COVERAGE MAY ALSO BE AFFECTED BY CHANGES IN THE MONTHLY DEDUCTION AMOUNT AND/OR CURRENT INTEREST RATE.

POLICY NUMBER: SPECIMEN

MAXIMUM SURRENDER CHARGES *

<u>POLICY YEAR</u>	<u>MAXIMUM CHARGE</u>	<u>POLICY YEAR</u>	<u>MAXIMUM CHARGE</u>
1	\$1700	8	\$1570
2	\$1680	9	\$1550
3	\$1660	10	\$1530
4	\$1650	11	\$1224
5	\$1630	12	\$918
6	\$1610	13	\$612
7	\$1590	14	\$306
15 AND BEYOND		-0-	

* SURRENDER CHARGES WILL BE REDUCED AS THE RESULT OF ANY PRIOR SURRENDER CHARGES ASSESSED.

POLICY SPECIFICATIONS

TABLE OF MONTHLY MAXIMUM COST OF INSURANCE RATES PER \$1,000

ATTAINED AGE	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MAXIMUM COST OF INSURANCE RATE
35	0.093333		
36	0.097500	68	1.759166
37	0.103333	69	1.919166
38	0.110833	70	2.105833
39	0.117500	71	2.332500
40	0.126666	72	2.597500
41	0.137500	73	2.876666
42	0.150833	74	3.176666
43	0.166666	75	3.503333
44	0.184166	76	3.871666
45	0.203333	77	4.300000
46	0.222500	78	4.797500
47	0.238333	79	5.355000
48	0.250833	80	5.976666
49	0.266666	81	6.652500
50	0.287500	82	7.368333
51	0.314166	83	8.150000
52	0.346666	84	9.019166
53	0.384166	85	9.985833
54	0.431666	86	11.049166
55	0.485000	87	12.198333
56	0.540000	88	13.420000
57	0.593333	89	14.701666
58	0.646666	90	15.978333
59	0.709166	91	17.235000
60	0.785000	92	18.551666
61	0.877500	93	19.940000
62	0.985000	94	21.402500
63	1.102500	95	22.850833
64	1.225000	96	24.265000
65	1.352500	97	25.771666
66	1.481666	98	27.378333
67	1.616666	99	29.092500

THE MAXIMUM COST OF INSURANCE RATES DO NOT EXCEED THE COST OF INSURANCE RATES BASED ON THE 2001 COMMISSIONERS STANDARD ORDINARY, ULTIMATE, MALE OR FEMALE, NONSMOKER OR SMOKER, AGE LAST BIRTHDAY, MORTALITY TABLE.

**DEATH BENEFIT
(continued)**

4. Under Option D (Decreasing Face Amount After 15 Year plus Return of Account Value Option), the Death Benefit is the Face Amount which is level for 15 Policy Years, decreases in Policy Years 16, 21, 26 and 31, and remains level thereafter plus the Account Value on the date of the Insured's death. The table below shows the Face Amount as a percentage of your initial Face Amount. You may request, In Writing, to cancel future scheduled decreases in the Face Amount at any time.
5. Under Option E (Decreasing Face Amount after 10 years Option), The Death Benefit is the Face Amount which is level for 10 Policy Years and decreases annually for the next 20 Policy Years, and remains level thereafter, in accordance with the table below. You may request, In Writing, to cancel future scheduled decreases in the Face Amount at any time

Face Amount decreases under your Death Benefit option are unaffected by unscheduled increases or decreases in Your Face Amount

FACE AMOUNT SCHEDULE (SUBJECT TO A MINIMUM OF \$25,000)

OPTION A AND B	
Policy Years	% of Initial Face Amount
ALL YEARS	100%

OPTION C AND D	
1 THRU 15	100%
16 THRU 20	85%
21 THRU 25	70%
26 THRU 30	45%
31 AND BEYOND	20%

OPTION E			
Policy Years	% of Initial Face Amount	Policy Years	% of Initial Face Amount
1 THRU 10	100%	21	68%
11	92	22	64
12	90	23	58
13	88	24	54
14	86	25	47
15	84	26	42
16	82	27	35
17	80	28	28
18	78	29	20
19	74	30	20
20	72	31 and beyond	20

Death Benefit Option Changes

You may change Your Death Benefit Option, subject to the conditions described below. You must notify Us in Writing of the change. Such change will be effective on the Monthly Activity Date following the date We receive the request.

You may change from Option A, Option C, or Option E to either Option B or Option D. If you do so, the Face Amount will be reduced by the current Account Value immediately prior to the option change.

You may change from Option B to Option D or Option D to Option B. If you do so, the Face Amount will equal the Face Amount immediately prior to the option change.

**DEATH BENEFIT
(continued)**

You may change from Option B or Option D to Option A, Option C, or Option E. If you do so, the Face Amount will equal the Death Benefit available immediately prior to the option change.

The Face Amount following an option change to Option C, Option D, or Option E, will decrease following the schedule based on the Initial Face Amount as if the new option were selected at issue. In no event will an option change increase Your Death Benefit at the time of the change. If you choose to decrease your Face Amount, the resulting decrease will be subject to the Decreases in Face Amount provision.

Minimum Death Benefit

To ensure that the Policy continues to qualify as life insurance under the Internal Revenue Code, We will automatically increase the Death Benefit so that it will never be less than the appropriate Attained Age percentage of Account Value. The applicable percentages are determined by Us based on net single premiums based on 4% interest, The 2001 Commissioners Standard Ordinary, Ultimate, Male Or Female, Nonsmoker Or Smoker, Age Last Birthday, Mortality Table and appropriate Monthly Deduction Amounts.

**INCREASES AND
DECREASES IN
FACE AMOUNT**

General

At any time after the first Policy Year, You may make a request In Writing to change the Face Amount.

The minimum amount by which the Face Amount can be increased or decreased is based on Our rules then in effect.

We reserve the right to limit You to one increase or decrease in any 12 month period.

Unscheduled Decreases in Face Amount

Other than under a Death Benefit Option, a decrease in the Face Amount will be effective on the Monthly Activity Date following the date We receive Your request. The remaining Face Amount must not be less than Our minimum rules then in effect.

If You decrease Your Face Amount a Surrender Charge may be assessed.

Decreases will be applied:

- (a) to the most recent increase; then
- (b) successively to each prior increase; and then
- (c) to the Face Amount based on your current Death Benefit

The total Surrender Charge assessed will be the sum of Surrender Charges assessed for the decrease associated with each segment of insurance. The initial Face Amount and each increase in Face Amount are referred to as segments.

The Surrender Charge assessed for each segment of insurance will be (a) multiplied by (b) divided by (c), where:

- (a) is the Surrender Charge applicable to the then current Policy Year for the segment of insurance;
- (b) is the decrease in Face Amount for the segment of insurance, and
- (c) is the Face Amount of the segment of insurance immediately prior to the decrease.

The Surrender Charge assessed will be deducted from Your Account Value on the Monthly Activity Date on which the decrease becomes effective. We will also reduce the Surrender Charges applicable to future Policy Years and provide You a revised schedule of Maximum Surrender Charges.

**INCREASES AND
DECREASES IN
FACE AMOUNT
(continued)**

Increases in Face Amount

All requests to increase the Face Amount require a new application except for optional Face Amount increases requested through the Move Up Option. All requests will be subject to evidence of insurability satisfactory to Us. Any increase approved by Us will be effective on the date shown on the new policy specifications page, provided that the Account Value is sufficient to cover the Monthly Deduction Amount for the first month after the effective date of the increase. An increase in Face Amount will be subject to Monthly Administrative Charges per \$1000 of Face Amount increase. It will also be subject to Surrender Charges for the first 14 Policy Years following the increase. We will send you a new Policy Schedule showing the amounts of these charges.

Move up Option

Upon the Insured's sale of an existing home and purchase of a new home, You may increase the Face Amount. The increase will be limited to the increase in Your mortgage principle amount. This option is only available for the number of years from the Date of Issue specified on Page 3. The sum of all increases under this option is limited to the move up maximum increase as specified on Page 3. This increase will be effective on the next Policy anniversary or the next monthly anniversary occurring 6 months after the purchase, whichever is later. We may require proof of sale and purchase of a new mortgage as evidence of insurability. We must receive your request, In Writing, within 60 days of your new purchase.

PREMIUMS

General

No insurance is effective until We receive premiums sufficient to cover the Monthly Deduction Amount on the Policy Date. After the first premium has been paid, subsequent premiums can be paid at any time. Checks must be made payable to the Company.

Checks may be sent to either:

- (a) Us at the address shown on the premium notice; or
- (b) Our authorized agent in exchange for a receipt signed by Our President or Secretary and countersigned by such agent.

We will apply any amount received as a premium unless it is clearly marked otherwise. The premium will be applied on the date We receive it at the address shown on the premium notice.

Planned Premium Payments

We will send You a premium notice for the Planned Premium payment. The notices may be sent at 12, 6, or 3 month intervals. The First Year Planned Premium payment and premium payment frequency You selected are shown on Page 3. You may change the Planned Premium payment shown on the premium notices subject to Our minimum amount rules then in effect.

Flexible Premiums

After the first premium has been paid, Your subsequent premium payments are flexible. The actual amount and frequency of payment will affect the Account Value and could affect the amount and duration of insurance provided by the Policy.

You may pay additional premiums at any time prior to the Scheduled Maturity Date subject to the Premium Limitation provision.

**PREMIUMS
(continued)**

Premium Limitations

Premium payments are subject to the following limitations:

- (a) the minimum premium that We will accept is \$25.
- (b) if premiums are received which would cause the Policy to fail to meet the definition of a life insurance contract in accordance with the Internal Revenue Code, We reserve the right to refund the excess premium payments. Such refunds and interest thereon will be made within 60 days after the end of a Policy Year.
- (c) We reserve the right to require evidence of insurability for any premium payment that results in an increase in the Death Benefit greater than the amount of the premium.
- (d) Any premium received in excess of \$1,000,000 is subject to Our approval.

**ACCOUNT VALUE,
CASH VALUE
AND CASH
SURRENDER VALUE**

Account Value

Your Account Value on the Policy Date equals the initial Net Premium less the Monthly Deduction Amount for the first policy month.

On each subsequent Monthly Activity Date, Your Account Value equals:

- (a) the Account Value on the previous Monthly Activity Date; plus,
- (b) the Net Premiums received since the last Monthly Activity Date; plus
- (c) interest credited since the last Monthly Activity Date; minus,
- (d) the appropriate Monthly Deduction Amount taken on that date; minus,
- (e) the Cash Value paid on any withdrawals taken since the last Monthly Activity Date; minus,
- (f) any Surrender Charges deducted since the last Monthly Activity Date.

On each day other than a Monthly Activity Date, Your Account Value equals:

- (a) the Account Value on the previous Monthly Activity Date; plus,
- (b) the Net Premiums received since the last Monthly Activity Date; plus
- (c) interest credited since the last Monthly Activity Date; minus,
- (d) the Cash Value paid on any withdrawals taken since the last Monthly Activity Date; minus,
- (e) any Surrender Charges deducted since the last Monthly Activity Date.

Cash Value

Your Cash Value is equal to the Account Value less any applicable Surrender Charges. The Maximum Surrender Charges and the Policy Years during which they will be applied are shown on Page 3A.

The Cash Values provided by the Policy are not less than the minimum values and benefits required by the insurance laws of the state in which the Policy is delivered. A detailed statement of the method of computation of Cash Values has been filed as required with the insurance department of the state in which the Policy is delivered.

The minimum Cash Values provided by the Policy are based on the 2001 Commissioners Standard Ordinary, Ultimate, Male Or Female, Nonsmoker Or Smoker, Age Last Birthday, Mortality Table, the Minimum Account Value Interest Rate and payment of a Persistency Bonus.

Cash Surrender Value

Your Cash Surrender Value is equal to Your Cash Value minus the Indebtedness, if any.

INTEREST CREDITS

Credits to Your Account Value

Interest will be credited to the Account Value at a rate at least equal to the Minimum Account Value Interest Rate shown on Page 3. In addition, We may credit interest at rates greater than the Minimum Account Value Interest Rate.

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Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

03/19/2008

Comments:

Please find attached certifications and notices as required by applicable regulations.

Attachments:

AR Cert - Rule 19 _Unfair Discrim_.pdf

AR Cert Actuarial - Bull 11-83 _Non-guaranteed elements_.pdf

AR Cert Actuarial - Reg 34 _UL_.pdf

Consumer Notice.pdf

Guaranty Notice 13859-3_AR_.pdf

Review Status:

Satisfied -Name: Readability

03/26/2008

Comments:

Attachment:

Readability Certification Paoli.pdf

**ARKANSAS
POLICY FORM CERTIFICATION**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

Form Number(s): LA-1139(98) et al
Form Title(s): Flexible Premium Adjustable Life Insurance Policy insert pages

By my signature below, I hereby certify that I have reviewed the enclosed policy form(s) and certify that the form(s) submitted meets the provisions of Rule 19 entitled "Unfair Discrimination in Sale of Insurance" as well as all applicable requirements of the Arkansas Insurance Department.

Signed:



Name Otis Maynard
Title: Chief Compliance Officer

June 17, 2008
Date

**CERTIFICATION OF COMPLIANCE
WITH ARKANSAS BULLETIN NO. 11-83 ENTITLED
“GUIDELINES FOR NON-GUARANTEED COSTS ON PARTICIPATING AND NON-PARTICIPATING
LIFE INSURANCE”**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

I hereby certify that these guidelines have been reviewed and that this submission complies with the Guidelines for Non-Guaranteed Costs on Non-Participating Life Insurance.

A handwritten signature in cursive script that reads "Tom Kalmbach".

Tom Kalmbach, F.S.A, M.A.A.A.
ILD, Product Development

**CERTIFICATION OF COMPLIANCE
WITH ARKANSAS RULE AND REGULATION 34
ENTITLED "UNIVERSAL LIFE INSURANCE"**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

I hereby certify that these guidelines have been reviewed and that this submission complies with Arkansas Rule and Regulation 34, which includes Section 6 (Valuation) and Section 7 (Non-forfeiture).

When calculating the reserves under the minimum reserve method in Rule and Regulation 34, in no case shall the reserves be less than the actual cash surrender values provided for under the policy contract.

A handwritten signature in cursive script, reading "Thomas P. Kalmbach".

Thomas Kalmbach, F.S.A., M.A.A.A.
ILD, Product Development



Hartford Life

If you should have any questions or complaints concerning this policy, you may contact:

(The Agent who sold you your policy.)

OR

Hartford Life Insurance Companies
National Service Center
P.O. Box 59179
Minneapolis, Minnesota 55459
Telephone: (800) 243-5433

(The Insurance Company that issued
your policy.)

If the problem is not resolved, you may write to or call the Arkansas Insurance Department at the following address:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
Telephone: 1-501-371-2640
OR
Telephone: 1-800-852-5494

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities, or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is **NOT** provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). On the back of this page is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

Readability Certificate

I hereby certify that the forms referenced below have each been scored in their entirety using the Flesch Ease of Reading Test and have attained the score indicated. I further certify that, to the best of my knowledge and belief, said forms comply with state readability requirements and are printed in not less than ten point type, one point leaded.

The readability score was calculated by computer. The software used for this calculation was Microsoft Word.

<u>Form Number</u>	<u>Flesch Score</u>
1139(08)(7/8)Rev	50.25*
1139(08)(9/10)Rev	50.25*

*when scored as part of base Policy

Hartford Life and Annuity Insurance Company
NAIC Number 71153-091



Signature of Insurance Company Officer

Lenore Paoli, AVP Individual Life Business Practices and Compliance
Typed Name and Title