

SERFF Tracking Number: HARL-125600727 State: Arkansas  
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 38655  
 Company Tracking Number: IPD-LA-LIBPJ-07  
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
 Product Name: The Hartford's Lifetime Income Builder Portfolios Rider (Joint Life/Spousal)  
 Project Name/Number: LA LIB 3 Rider (Informational)/LA-LIBPJ-07

## Filing at a Glance

Company: Hartford Life and Annuity Insurance Company

Product Name: The Hartford's Lifetime Income Builder Portfolios Rider (Joint Life/Spousal) SERFF Tr Num: HARL-125600727 State: ArkansasLH

Builder Portfolios Rider (Joint Life/Spousal)

TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed State Tr Num: 38655

Sub-TOI: A03I.002 Flexible Premium Co Tr Num: IPD-LA-LIBPJ-07 State Status: Filed-Closed

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

Authors: Robert Adamczyk, Lindsay Cooper, Omayra Vega, Tiffany Heist Disposition Date: 04/21/2008

Cooper, Omayra Vega, Tiffany Heist

Heist

Date Submitted: 04/09/2008

Disposition Status: Accepted For Informational Purposes

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: LA LIB 3 Rider (Informational)

Project Number: LA-LIBPJ-07

Requested Filing Mode: Informational

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/21/2008

State Status Changed: 04/21/2008

Corresponding Filing Tracking Number:

Filing Description:

Hartford Life and Annuity Insurance Company – NAIC 71153--091

The Hartford's Lifetime Income Builder Portfolios Rider, LA-LIBPJ-07

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 04/09/2008

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

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The purpose of this filing is to inform the Department of a one-word error appearing on page 1 only of the above-referenced rider form which was approved by your Department on 01/07/08, SERFF Tracking Number HARL-125409525

After we received your approval of this rider, we detected this one-word error and made the correction. The word "oldest," appearing under the definition of Lifetime Benefit Payment (LBJ) on page 1 has been corrected to read "youngest." We certify that no other changes have been made to this form. Please note that this rider has not been issued and we will never issue this rider with the incorrect page. We have enclosed a copy of the revised rider to replace the original version.

Previously submitted actuarial materials are accurate and require no changes.

We apologize for this oversight.

If you have any questions regarding this matter, please contact me at the number below or John Monahan at 860-843-6621.

Sincerely,

Kenneth Bach  
Compliance/Contract Consultant  
Annuity State Filing  
860-843-7424  
Kenneth.bach@hartfordlife.com

## Company and Contact

### Filing Contact Information

Kenneth Bach, Compliance/Contract Consultant  
Kenneth.Bach@hartfordlife.com  
200 Hopmeadow Street (860) 843-7424 [Phone]  
Simsbury, CT 06089 (860) 843-8014[FAX]

### Filing Company Information

SERFF Tracking Number: HARL-125600727 State: Arkansas  
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 38655  
Company Tracking Number: IPD-LA-LIBPJ-07  
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
Product Name: The Hartford's Lifetime Income Builder Portfolios Rider (Joint Life/Spousal)  
Project Name/Number: LA LIB 3 Rider (Informational)/LA-LIBPJ-07

Hartford Life and Annuity Insurance Company CoCode: 71153 State of Domicile: Connecticut  
200 Hopmeadow Street Group Code: 91 Company Type: Life  
Simsbury, CT 06089 Group Name: State ID Number:  
(860) 547-5000 ext. [Phone] FEIN Number: 39-1052598  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$20.00  
Retaliatory? No  
Fee Explanation: \$20.00 per rider, 1 form  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life and Annuity Insurance Company	\$20.00	04/09/2008	19391396

SERFF Tracking Number: HARL-125600727 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Informational Purposes	Linda Bird	04/21/2008	04/21/2008

*SERFF Tracking Number:*      *HARL-125600727*                      *State:*                      *Arkansas*  
*Filing Company:*              *Hartford Life and Annuity Insurance Company*      *State Tracking Number:*      *38655*  
*Company Tracking Number:*      *IPD-LA-LIBPJ-07*  
*TOI:*                      *A031 Individual Annuities - Deferred Variable*      *Sub-TOI:*                      *A031.002 Flexible Premium*  
*Product Name:*              *The Hartford's Lifetime Income Builder Portfolios Rider (Joint Life/Spousal)*  
*Project Name/Number:*      *LA LIB 3 Rider (Informational)/LA-LIBPJ-07*

## **Disposition**

Disposition Date: 04/21/2008

Implementation Date:

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	The Hartford's Lifetime Income Builder Portfolios Rider (Joint Life/Spousal)		Yes

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## Form Schedule

**Lead Form Number:** LA-LIBPJ-07

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	LA-LIBPJ-07	Policy/Contract	The Hartford's Lifetime Income Builder Portfolios Certificate: Rider (Joint Life/Spousal)	Other	Other Explanation: Informational - 1 word change		The Hartford's Lifetime Income Builder Portfolios Rider (Joint Spousal).pdf



Hartford Life and Annuity Insurance Company  
200 Hopmeadow Street  
Simsbury, CT 06089

**THE HARTFORD'S LIFETIME INCOME BUILDER PORTFOLIOS RIDER  
(Joint Life/Spousal)**

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider provides a Lifetime Withdrawal Feature and a Guaranteed Minimum Death Benefit (DB).

The Lifetime Withdrawal Feature of this rider includes a Payment Base, Lifetime Benefit Payment and Withdrawal Percentage. The determination of these values and how they can change are described in the other sections of this rider.

This rider provides a Guaranteed Minimum Death Benefit that replaces the standard death benefit provided in the Contract. The determination of the DB and how it can change are described in the other sections of this rider.

**DEFINITIONS**

Terms used that are not defined in this rider shall have the same meaning as those in Your Contract.

**Automatic Increase.** A potential increase to Your Payment Base, due to market performance, at each Contract Anniversary up to and including the Contract Anniversary immediately following the Covered Life's [80<sup>th</sup>] birthday.

**Covered Life.** The Contract Owner (provided the Contract Owner is a person) and the Contract Owner's spouse (provided the spouse is a joint owner or Beneficiary who is eligible for spousal continuance). The Annuitant (provided the Contract Owner is not a person) and the Annuitant's spouse (provided the spouse is a Beneficiary who is eligible for spousal continuance).

**Guaranteed Minimum Death Benefit (DB).** The minimum amount payable upon the death of any Contract Owner or Annuitant. If a death benefit is payable before the Annuity Commencement Date, such benefit will equal the greater of the Contract Value or Premium Payments adjusted for Partial Surrenders as of the date We receive Due Proof of Death.

**Lifetime Benefit Payment (LBP).** The LBP is equal to the applicable Withdrawal Percentage multiplied by the Payment Base. This amount is used to determine the change in the PB and DB following a Partial Surrender in any Contract Year that is on or after the youngest Covered Life's Lifetime Income Eligibility Date.

**Lifetime Income Eligibility Date.** The attained age [59 ½] of the youngest Covered Life at which time Lifetime Benefit Payments can begin.

**Lifetime Withdrawal Feature.** A series of Lifetime Benefit Payments payable in each Contract Year following the youngest Covered Life's Lifetime Income Eligibility Date until the death of any Covered Life. The LBP may be continued after the death of any Covered Life if spousal continuation is elected.

**Partial Surrender.** A withdrawal of some, but not all of the Contract Value which sum may be subject to Contingent Deferred Sales Charges, if applicable.

**Payment Base (PB).** The basis for determining the Lifetime Benefit Payment and Rider Charge. Your PB is subject to a maximum of \$5,000,000.

**Threshold.** The Threshold is equal to [4.5%] multiplied by the Payment Base. This amount is used to determine the change in the PB and DB following a Partial Surrender in any Contract Year that is before the youngest Covered Life's Lifetime Income Eligibility Date.

**Withdrawal Percentage (WP).** The WP is the percentage used to determine Your LBP on or after the Lifetime Income Eligibility Date. The WP is based on the attained age of the youngest Covered Life as follows:

<u>Attained Age</u>	<u>Withdrawal Percentage age band</u>
[59 ½ -64	4.5%
65-69	5.0%
70-74	5.5%
75-79	6.0%
80 and older	6.5%]

If the first Partial Surrender occurs before the Lifetime Income Eligibility Date, the WP is set at [4.5%] unless a new age band has been reached and there is an Automatic Increase in the PB due to market performance on a subsequent Contract Anniversary.

If the first Partial Surrender occurs on or after the Lifetime Income Eligibility Date, the WP will be set at the time of Your first Partial Surrender based on the attained age of the youngest Covered Life.

Your WP may increase after the Lifetime Income Eligibility Date. The WP will reset based on the current attained age of the youngest Covered Life provided that there is an Automatic Increase in the PB on a Contract Anniversary due to market performance and a new age band has been reached. This will occur regardless of whether Partial Surrenders have been taken or not.

#### **I. On the Rider Effective Date:**

1. If this rider is effective on the Contract Issue Date:
  - a) the PB equals Your initial Premium Payment plus any applicable Payment Enhancements; and
  - b) the DB equals Your initial Premium Payment; and
  - c) the Threshold, if applicable, is [4.5%] multiplied by the PB; or
  - d) the LBP, if applicable, is the WP, based on the attained age of the youngest Covered Life, multiplied by the PB.
2. If this rider is effective after the Contract Issue Date:
  - a) the PB equals the Contract Value on the rider effective date; and
  - b) the DB equals the Contract Value on the rider effective date, less Payment Enhancements, if applicable, received during the last [12] months prior to the rider effective date; and
  - c) the Threshold, if applicable, is [4.5%] multiplied by the PB; or
  - d) the LBP, if applicable, is the WP, based on the attained age of the youngest Covered Life, multiplied by the PB.

**II. At attained age 59½, 65, 70, 75 and 80 of the youngest Covered Life:**

1. If there has been a Partial Surrender since the rider effective date, there is no change to the WP or the LBP.
2. If there has not been a Partial Surrender since the rider effective date:
  - a) the WP will be set to the appropriate percentage based on the current attained age of the youngest Covered Life; and
  - b) the LBP is equal to the WP multiplied by the current PB as of the date the above specified ages are reached.

There is no change in the PB or DB because of these birthdays.

**III. When a Subsequent Premium Payment is made:**

Our approval is required for any subsequent Premium Payment received after the first [12] months.

Upon receipt of each subsequent Premium Payment:

1. the PB will be increased by the amount of the subsequent Premium Payment and includes any applicable Payment Enhancements; and
2. the DB will be increased by the amount of the subsequent Premium Payment; and
3. the Threshold, if applicable, will be equal to [4.5%] multiplied by the PB immediately after the subsequent Premium Payment is received; or
4. the LBP, if applicable, will be equal to the WP multiplied by the PB immediately after the subsequent Premium Payment is received.
5. the WP will remain unchanged.

**IV. When a Partial Surrender is made:**

**Before the Lifetime Income Eligibility Date,** the PB and the DB will be adjusted as follows:

1. For cumulative Partial Surrender(s) in a Contract Year that are equal to or less than the Threshold, We will reduce the PB and DB by the dollar amount of such Partial Surrender(s).
2. For any Partial Surrender that first causes cumulative Partial Surrender(s) in a Contract Year to exceed the Threshold, We will reduce the PB and DB by the dollar amount of the Partial Surrender that does not exceed the Threshold. For that portion of the Partial Surrender that exceeds the Threshold, We will reduce the remaining PB and DB by applying a factor. The factor is as follows:
  - 1 - (A/(B-C)) where:
    - A = The amount of the Partial Surrender(s) during the Contract Year in excess of the Threshold;
    - B = Contract Value immediately prior to the Partial Surrender; and
    - C = The Threshold, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

3. For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Threshold, We will reduce the PB and DB by applying a factor. The factor is as follows:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

**Before the Lifetime Income Eligibility Date**, the Threshold will be determined as follows:

1. For cumulative Partial Surrender(s) in a Contract Year that are equal to or less than the Threshold, the Threshold will be equal to the Threshold immediately prior to the Partial Surrender.
2. For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Threshold, the Threshold will be reset to [4.5%] multiplied by the PB immediately after the Partial Surrender.

**On or after the Lifetime Income Eligibility Date**, the PB and the DB will be adjusted as follows:

1. For cumulative Partial Surrender(s) in a Contract Year that are equal to or less than the LBP, We will:
  - a) not reduce the PB; and
  - b) reduce the DB by the dollar amount of such Partial Surrender(s).
2. For cumulative Partial Surrender(s) in a Contract Year that exceed the LBP, and all Partial Surrender(s) were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, We will:
  - a) not reduce the PB; and
  - b) reduce the DB by the dollar amount of such Partial Surrender(s).
3. For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the LBP and the RMD exception above does not apply, We will:
  - a) not reduce the PB by the amount of the Partial Surrender that does not exceed the LBP; and
  - b) reduce the DB by the dollar amount of the Partial Surrender that does not exceed the LBP.

For that portion of the Partial Surrender that exceeds the LBP, We will reduce the PB and the remaining DB by applying a factor. The factor is as follows:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender(s) during the Contract Year in excess of the LBP;

B = Contract Value immediately prior to the Partial Surrender; and

C = The LBP, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

4. For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the LBP, We will reduce the PB and the DB by applying a factor. The factor is as follows:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

**On or after the Lifetime Income Eligibility Date** the LBP will be determined as follows:

1. For cumulative Partial Surrender(s) in a Contract Year that are equal to or less than the LBP, the LBP will be equal to the LBP immediately prior to the Partial Surrender.
2. For cumulative Partial Surrender(s) in a Contract Year that exceed the LBP, and all Partial Surrender(s) were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, the LBP will be equal to the LBP immediately prior to the Partial Surrender.

For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the LBP and the RMD exception above does not apply, the LBP will be equal to the WP multiplied by PB immediately after the Partial Surrender.

3. If the PB is equal to zero due to Partial Surrender(s), the LBP is equal to zero. Subject to Our approval, subsequent Premium Payments may be made to re-establish the PB and the LBP prior to the Annuity Commencement Date.

#### **V. On each Contract Anniversary:**

On each Contract Anniversary up to and including the Contract Anniversary immediately following the Covered Life's [80<sup>th</sup>] birthday, We will determine if an Automatic Increase in the PB is applicable. If an Automatic Increase is applicable, due to market performance, the PB will be adjusted to the greater of the Contract Value prior to the Rider Charge on Contract Anniversary or the then current PB.

If there is an Automatic Increase at a Contract Anniversary due to market performance, the WP will increase if the youngest Covered Life has attained an age that falls within a new age band.

The Threshold, if applicable, will be equal to [4.5%] multiplied by the PB after the increase.

The LBP, if applicable, will be equal to the appropriate WP multiplied by the PB after the increase.

No change in the DB occurs.

#### **SPOUSAL CONTINUATION**

In the event that the spousal continuation provision under the Contract is elected, We will increase the Contract Value to the DB value, if greater, as of the date We receive Due Proof of Death. The surviving spouse becomes the new Contract Owner and the new Covered Life on the effective date of the spousal continuation. The surviving spouse may continue the Contract and the features of this rider:

1. We will continue this rider with respect to all benefits, at the current Rider Charge.
2. The PB will be equal to the greater of Contract Value or PB on the effective date of spousal continuation.
3. The DB will equal the Contract Value on the effective date of the spousal continuation.
4. The LBP will be recalculated to equal the WP multiplied by the PB on the effective date of spousal continuation.
5. The Threshold, if applicable, will be recalculated to equal [4.5%] multiplied by the PB on the effective date of spousal continuation.

6. If there was a Partial Surrender since the rider effective date, the WP will remain at the current percentage. If there has not been a Partial Surrender since the rider effective date, the WP will be based on the attained age of the remaining Covered Life at the time of Spousal Continuation.
7. The Contract Owner may not name a new Contract Owner on the Contract.
8. The Contract Owner may name a new Beneficiary on the Contract.
9. The rider will terminate upon the death of the surviving Covered Life.

### **COVERED LIFE CHANGE**

Any Contract change before the Annuity Commencement Date which causes a change in the Covered Life will result in the recalculation of the benefits provided under this rider. The following are the effects of a change in a Covered Life:

The rider will terminate if the age of the oldest Covered Life after the Covered Life change is greater than the issue age limitation of the rider in effect at the time of the Covered Life change. If the rider is no longer available for sale, We will determine the issue age limitation of the rider on a non-discriminatory basis. The DB thereafter will be the Contract Value.

The below options apply if the age of the oldest Covered Life after the Covered Life change is less than or equal to the issue age limitations of the rider in effect at the time of the Covered Life change. If the rider is no longer available for sale, We will determine the issue age limitations of the rider on a non-discriminatory basis.

1. Covered Life changes in the first [6] months from the Contract Issue Date will have no impact on the DB or PB. However, the LBP, Threshold, if applicable, and WP will be recalculated based on the youngest Covered Life's attained age on the date of the Covered Life change.
2. Covered Life changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits as follows:

**If You and Your Spouse are no longer married, for reasons other than death**, then Covered Life Changes may occur as follows:

- a) If Partial Surrender(s) have not been made, You may remove Your former spouse as a Covered Life, and replace such spouse with Your new spouse, if applicable. Upon making this change, the Covered Life will be reset as of the date of such change, and there will be no impact to the PB and DB. The WP scale will be based on the youngest Covered Life.
- b) If Partial Surrender(s) have been made, then You may remove Your former spouse as a Covered Life. Upon making this change, the Covered Life will be reset as of the date of such change, and there will be no impact to the PB and DB. The WP scale will be based on the remaining Covered Life. Any additional Covered Life changes will follow the rules below.

**If any other change causes a change in the Covered Life**, then the following will automatically apply:

We will revoke the Lifetime Withdrawal Feature of this rider. We will continue this rider's DB feature only. The DB will be recalculated to the lesser of the Contract Value or DB on the effective date of the Covered Life change. The Rider Charge is assessed on the revocation date, and will no longer be assessed thereafter.

## **MINIMUM AMOUNT RULE**

Prior to the Annuity Commencement Date, if on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of the Contract minimum rule stated under Your Contract or one of Your LBPs, or if on any Valuation Day, as a result of a Partial Surrender, Your Contract Value is reduced below an amount equal to the greater of the Contract minimum rule stated under Your Contract or one of Your LBPs, then:

1. You must transfer Your remaining Contract Value to an asset allocation model, investment program, Sub-Account(s), fund of funds Sub-Account(s), or other investment vehicle approved by Us for purposes of the minimum amount rule.
  - a) One of the approved investment vehicles, as described above, must be elected within [10] days from the date the minimum amount was reached.
  - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account.
  - c) If You choose not to participate in one of the approved investment vehicles, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.
2. Once the Contract Value is transferred to an approved investment vehicle, the following rules apply:
  - a) You will receive Your LBP, which will be equal to Your LBP at the time Your Contract Value reduces below Our minimum amount rules then in effect at the frequency of Your choice and acceptable to Us.
  - b) Ongoing LBP payments will no longer reduce Your Contract Value.
  - c) Ongoing LBP payments will continue to reduce the remaining DB on Your Contract. At the death of any Owner, Joint Owner or Annuitant, the greater of the Contract Value or the DB will be paid out as a lump sum settlement unless spousal continuation is available and elected.
  - d) We will no longer accept subsequent Premium Payments.
  - e) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
  - f) Automatic Increases will no longer apply.

After the transfer of the Contract Value due to the minimum amount rules above, if cumulative Partial Surrenders within a Contract Year are requested in excess of the LBP, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

## **INVESTMENT RESTRICTIONS**

We will limit, on the rider effective date, the Sub-Account(s) in which You may allocate Your Contract Value. We will require that You allocate Your Contract Value in accordance with any asset allocation models, investment programs, Sub-Account(s), fund of funds Sub-Account(s), or other investment options approved by Us. You may not specify which funds should be redeemed to satisfy the Lifetime Withdrawal Feature.

We may change these asset allocation models, investment programs, Sub-Account(s), fund of funds Sub-Account(s), or other investment vehicles from time to time, on or after the rider effective date. Should We make this change any transfers required to reallocate the Contract Value will not be used in determining the number of transfers allowed during a Contract Year.

If the restrictions are violated, the Lifetime Withdrawal Feature of this rider will be revoked and a Rider Charge will be assessed. The Rider Charge will be prorated for the portion of the Contract Year the Lifetime Withdrawal Feature was active. The DB only will continue to apply.

### **AUTOMATIC INCREASE METHOD SWITCH**

We reserve the right to offer You the one-time option to replace this rider with the then currently offered Lifetime Income Builder Selects (Joint/Spousal Life) rider upon terms and conditions to be specified at the time of offer, if any. The new rider version changes the basis for Automatic Increases and includes other conditions as more particularly described within.

### **REVOKING THE LIFETIME WITHDRAWAL FEATURE**

This rider is irrevocable by You. We may revoke the Lifetime Withdrawal Feature of this rider as provided under the following provisions of this rider: Covered Life Change, assignment and Investment Restrictions. If We revoke the Lifetime Withdrawal Feature of this rider, it cannot be re-elected by You. We will continue this rider's DB feature only.

The benefits under this rider cannot be directly or indirectly assigned, pledged or securitized in any way. Any such actions will invalidate this rider.

If the Lifetime Withdrawal Feature of this rider is revoked as described herein, We will reduce the DB for any Partial Surrender(s) after the date the rider was revoked, in proportion to the reduction in Contract Value due to such Partial Surrender(s).

On the date the Lifetime Withdrawal Feature of this rider is revoked, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter.

### **CONTRACT AGGREGATION**

For purposes of determining the PB, Premium Payment and DB limits, We reserve the right to treat as one all deferred variable annuity contracts issued by Us where You have elected any optional withdrawal benefit rider. If We elect to aggregate Contracts, We will change the period over which We measure Surrenders against future LBPs.

### **POST ISSUE ELECTION**

If the rider effective date is after the Contract Issue Date, the period between the rider effective date and Your next Contract Anniversary will constitute a Contract Year.

### **ANNUITY COMMENCEMENT DATE**

At the Annuity Commencement Date, the Contract may be annuitized under Our standard annuitization rules or the payment of the LBP may continue under a Life with a Period Certain option. The duration of the Period Certain is equal to the DB, as defined under this rider, divided by the LBP. The Contract Value need not be below Our minimum amount rules at the ACD for the Owner(s) to select the Lifetime with a Period Certain option.

**RIDER CHARGE**

There is an additional charge for this rider. The charge will never exceed a guaranteed maximum rate of [1.50%]. The charge will be assessed on the PB and will be deducted on each Contract Anniversary on a prorated basis from the Sub-Account(s) and the Fixed Account, if the Fixed Account Rider is attached to Your Contract and is operative. If the rider effective date is after the Contract Issue Date, the period between the rider effective date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the rider effective date and the next Contract Anniversary.

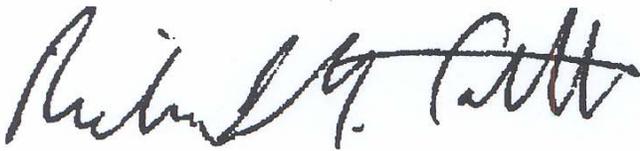
If Your current Rider Charge is less than [1.50%] and the youngest Covered Life is less than age [81], We reserve the right to increase the charge at anytime after [12] months from the rider effective date up to the guaranteed maximum rate. The new charge will be effective on the Contract Anniversary immediately following the charge increase. If We increase the charge, You have the following options:

1. Accept the Rider Charge increase and continue to receive the Automatic Increases at each Contract Anniversary, if applicable; or
2. Decline the Rider Charge increase and no longer receive the Automatic Increases at each Contract Anniversary, if applicable. If You decline the Rider Charge increase, You will not be able to accept the charge increase at a later date.

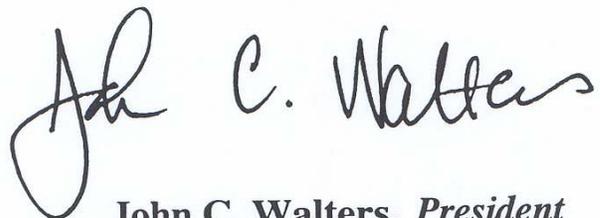
In the case of a Full Surrender on any date other than the Contract Anniversary, We will deduct a prorated share of the Rider Charge from the amount otherwise payable. The prorated share of the Rider Charge is equal to the Rider Charge percentage multiplied by the PB prior to the Partial Surrender, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date, after the date the Lifetime Withdrawal Feature of this rider is no longer effective or if Your Contract Value declines below Our minimum amount rule. No Rider Charge will be assessed upon the death of a Contract Owner or Annuitant.

Signed for **Hartford Life and Annuity Insurance Company**



**Richard G. Costello, *Secretary***



**John C. Walters, *President***



SERFF Tracking Number: HARL-125600727 State: Arkansas  
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 38655  
Company Tracking Number: IPD-LA-LIBPJ-07  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
Product Name: The Hartford's Lifetime Income Builder Portfolios Rider (Joint Life/Spousal)  
Project Name/Number: LA LIB 3 Rider (Informational)/LA-LIBPJ-07

## Supporting Document Schedules

**Review Status:**

**Satisfied -Name:** Certification/Notice 04/09/2008  
**Comments:**  
**Attachment:**  
AR Cert Rule 19.pdf

**Review Status:**

**Bypassed -Name:** Application 04/09/2008  
**Bypass Reason:** not applicable for this filing.  
**Comments:**

**Review Status:**

**Bypassed -Name:** Life & Annuity - Acturial Memo 04/09/2008  
**Bypass Reason:** not applicable for this filing.  
**Comments:**

**ARKANSAS  
POLICY FORM CERTIFICATION**

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

Form Number(s): LA-LIBPJ-07

Form Title(s): The Hartford's Lifetime Income Builder Portfolios (Joint Life/Spousal)

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 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:

*Kenneth Bach*

Kenneth Bach  
Compliance/Contract Consultant