

SERFF Tracking Number: GARD-125691837 State: Arkansas
Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 39510
Inc.
Company Tracking Number: 08-GLWB
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: GLWB
Project Name/Number: GLWB/08-GLWB

Filing at a Glance

Company: The Guardian Insurance & Annuity Company Inc.

Product Name: GLWB SERFF Tr Num: GARD-125691837 State: ArkansasLH
TOI: A03I Individual Annuities - Deferred SERFF Status: Closed State Tr Num: 39510
Variable
Sub-TOI: A03I.002 Flexible Premium Co Tr Num: 08-GLWB State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Linda Bird
Authors: Louis A Conte, Peter Disposition Date: 07/03/2008
Diggins, Margaret Lewis-Forbes,
John Monahan, Connie Gelfat,
Carline Hamilton
Date Submitted: 07/02/2008 Disposition Status: Approved
Implementation Date Requested: Implementation Date:
State Filing Description:

General Information

Project Name: GLWB Status of Filing in Domicile: Pending
Project Number: 08-GLWB Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:
Filing Status Changed: 07/03/2008
State Status Changed: 07/03/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Re: The Guardian Insurance & Annuity Company, Inc. (GIAC)
Form 08-GLWB, Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider
NAIC NO.: 429-78778 FEIN: 13-2656036

SERFF Tracking Number: GARD-125691837 State: Arkansas
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Dear Commissioner:

Enclosed for your review and approval is the above referenced form. We intend to introduce this form in September 2008 or upon approval by your Department, if later.

Please see Appendix A for the form numbers and approval dates of the forms this rider will replace and for the contracts with which this rider will be used. This rider will be available in the general and tax-qualified markets. The issue ages for this rider are 45-80.

The GLWB rider provides a guaranteed lifetime withdrawal benefit based on either a single life or 2 lives. These lives are referred to in the rider form as the Primary Covered Person and Secondary Covered Person. Under the terms of this rider, the owner may take withdrawals equal to the Guarantee Withdrawal Amount (GWA) in each contract year a Covered Person is alive, even if the accumulation value of the contract is reduced to zero.

The Guaranteed Withdrawal Balance (GWB) is used to calculate the GWA. The GWA equals the GWB multiplied by a Lifetime Withdrawal Percentage. The Lifetime Withdrawal Percentage is determined based on the age of the youngest Covered Person at the time of the first Withdrawal.

At issue, the GWB is equal to the premium payment. The GWB can increase due to a Step-Up, an Annual Minimum Guarantee or a Cumulative Guarantee. The owner can choose between 3 of the following options:

- Step-Up Only
- Step-Up with Annual Minimum Guarantee and a 10 year Cumulative Guarantee
- Step-Up with Annual Minimum Guarantee and a 10 and 15 year Cumulative Guarantee.

A Step-Up may apply on a quarterly contract anniversary and will occur if the accumulation value exceeds the GWB on that date. The Annual Minimum Guarantee provides a guarantee that the GWB will increase by a certain minimum amount as described in the rider form. The Cumulative Guarantee provides a guarantee that the GWB on a particular contract anniversary will not be less than a certain percentage of the premiums paid during the first contract year.

There is also an optional death benefit provided for under this rider. If elected by the owner at issue, the death benefit under this rider (as described in the rider) would be paid if it exceeds the death benefit provided under the basic

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contract.

This form will be laser emitted or pre-printed with language identical to that approved by the Department. GIAC reserves the right to change the duplex printing, line location of sentences and words and the type font (but not the point size) of pages and forms without submitting them for approval.

Readability requirements do not apply to this form, as it will be used with variable annuity contracts that are securities subject to federal regulation. Any other applicable certifications and fees, if required, are included.

This filing was prepared by Carline Hamilton. You may contact her at (212) 598- 8949 or the undersigned if you have any questions regarding this filing. We look forward to receiving your Department's approval of this form at your earliest convenience.

Sincerely,

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

Company and Contact

Filing Contact Information

Carline Hamilton,
7 Hanover Square

Carline_Hamilton@glic.com
(212) 598-8949 [Phone]

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Project Name/Number: GLWB/08-GLWB

New York, NY 10004 (212) 598-2592[FAX]

Filing Company Information

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

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes
Fee Explanation: Our domicile state, DE, has fee of \$50 per form
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Insurance & Annuity Company Inc.	\$50.00	07/02/2008	21218483

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/03/2008	07/03/2008

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Disposition

Disposition Date: 07/03/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Appendix A		Yes
Supporting Document	Statement of Variability		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider (GLWB)		Yes

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Form Schedule

Lead Form Number: 08-GLWB

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	08-GLWB	Certificate	Guaranteed Lifetime Withdrawal Benefit Rider (GLWB)	Revised	Replaced Form #: 07-GMWB; 05-R300; 05-R301 Previous Filing #:	0	08-GLWB.pdf
		t, Insert					
		Page,					
		Endorsement or Rider					

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER (GLWB)

This rider is made part of the contract to which it is attached. This rider provides a Guaranteed Lifetime Withdrawal Benefit. To the extent any provisions contained in this rider are contrary to or inconsistent with those of the Basic Contract, the provisions of this rider will control.

SPECIFICATIONS

Annuitant/Primary Covered Person: [JOHN DOE]
[Secondary Covered Person:] [JANE DOE]

Annual Additional Premium Payment Limit After the First Contract Year: [\$100,000]

Maximum GWB Amount: [\$5,000,000]

Optional Death Benefit: [Elected]

[Annual Minimum Guarantee Percentage: [7%]
Period:] [Issue Date to the 10th Contract Anniversary]

[Cumulative Guarantee Percentage(s) and Applicable Contract Anniversary(ies):] [200% on 10th Contract Anniversary]
[300% on 15th Contract Anniversary]

[Withdrawals Without Loss of Annual Minimum Guarantee Eligibility: [1]

Lifetime Withdrawal Percentage:

Age of Younger Covered Person at Time of First Withdrawal	Applicable Lifetime Withdrawal Percentage
[45-59]	[4%]
[60-69]	[5%]
[70-80]	[6%]
[81+]	[7%]

Rider Fee Percentage: [0.95%]

Maximum Rider Fee Percentage: [1.25%]

Step-Up Dates: [The Step-Up Dates are each quarterly Contract Anniversary up to the Contract Anniversary prior to the older Covered Person's 90th birthday]

DEFINITIONS

Terms used in this rider that are not described below shall have the meaning ascribed in the Basic Contract to which this rider is attached. The following definitions are applicable to this rider only:

Basic Contract

The Basic Contract is the contract excluding any additional benefit riders.

Covered Person

A Covered Person is a person whose life is used in the determination of the duration of the payments of the Guaranteed Withdrawal Amount. The Primary Covered Person must be named at the time the Basic Contract is issued. In addition, if elected at the time the Basic Contract is issued, a Secondary Covered Person may also be named under this rider. If applicable, the Secondary Covered Person is shown in the Specifications section and, on the Issue Date of the Basic Contract, must be either the legally married spouse of the Primary Covered Person or a partner with the Primary Covered Person in a civil union that is legally recognized in the state in which this rider is issued. A Covered Person may not be named, changed or added after the Issue Date of the Basic Contract.

Partners in a civil union or spouses in a same sex marriage may not be considered married under Federal law and therefore the favorable tax treatment provided by Federal tax law to a surviving spouse may not be available to a surviving civil union partner or a spouse in a same sex marriage. For information regarding Federal tax law please consult a tax advisor.

A Secondary Covered Person will no longer be considered a Covered Person under this rider on and after the earlier of:

- the date of a final divorce decree or the legal dissolution of the civil union applicable to the Primary Covered Person and the Secondary Covered Person shown in the Specifications section; or
- the date of death of the Secondary Covered Person.

Guaranteed Withdrawal Balance (GWB)

The Guaranteed Withdrawal Balance (GWB) is the amount used to calculate the Guaranteed Withdrawal Amount. The GWB cannot be withdrawn in a lump sum and will in no event exceed the Maximum GWB Amount, shown in the Specifications section.

Annual Minimum Guarantee Basis

The Annual Minimum Guarantee Basis is the amount that is multiplied by the Annual Minimum Guarantee Percentage as part of the calculation of the Annual Minimum Guarantee. The initial basis is equal to the initial premium payment plus any additional premium payments received during the first ninety days following the Issue Date of the Basic Contract. Thereafter, the basis is increased by the amount of any additional premium payments. The basis is also increased to equal the Accumulation Value of the Basic Contract on each Step-Up Date whenever such Accumulation Value is greater than the current Annual Minimum Guarantee Basis. The basis is decreased by the amount of any Withdrawal. However, if a Withdrawal exceeds the GWA or causes the total Withdrawals in a given contract year to exceed the GWA and the Withdrawal is not made as a Tax Qualified Distribution in accordance with the Tax Qualified Distributions section of this rider, the basis will be reduced to the lesser of the Accumulation Value of the Basic Contract immediately after the Withdrawal or the then current basis reduced by the amount of the Withdrawal.

Guaranteed Withdrawal Amount (GWA)

The Guaranteed Withdrawal Amount (GWA) is the amount that is guaranteed to be available for Withdrawal each contract year while at least one Covered Person is alive and the rider remains in effect. The initial GWA is determined on the earlier of the date of the first Withdrawal or the date the rider enters the Settlement Phase. The Lifetime Withdrawal Percentage will not change once the initial GWA is determined. The GWA reduces to zero upon the termination of this rider as described in the Termination section.

Withdrawal

An amount withdrawn from the Accumulation Value of the Basic Contract, including any applicable contingent deferred sales charges and annuity taxes.

LIMITATIONS ON ADDITIONAL PREMIUM PAYMENTS

On or after the first Contract Anniversary, additional premium payments in a given contract year require GIAC's prior approval if such premium payment either:

- exceeds the Annual Additional Premium Payment Limit After the First Contract Year, shown in the Specifications section; or
- causes the total of all additional premium payments received in a given contract year to exceed the Annual Additional Premium Payment Limit After the First Contract Year.

Notwithstanding the above, GIAC reserves the right to refuse to accept additional premium payments at any time on or after the Issue Date.

CONTRACT LIMITATIONS WHILE RIDER IS IN EFFECT

While this rider is in effect, the following limitations apply:

- a contingent annuitant may not be named under the Basic Contract;
- the Primary Covered Person named in the Specifications section must be named as the annuitant;
- joint owners are only permitted if the joint owners are also named as the Primary Covered Person and Secondary Covered Person; and
- any Secondary Covered Person named in the Specifications section must be named as the sole primary beneficiary under the Basic Contract.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

While this rider is in effect, this benefit guarantees that the owner may take Withdrawals in each contract year a Covered Person is alive, up to an amount equal to the GWA, even if the Accumulation Value of the Basic Contract reduces, or has previously reduced, to zero. Any GWA payments made after the date of death of the last surviving Covered Person and while this rider is in the Settlement Phase must be promptly returned to GIAC at its Customer Service Office. The GWA is described below in the Guaranteed Withdrawal Amount (GWA) section. If the owner chooses not to withdraw the full GWA available in any contract year, the remaining GWA cannot be carried forward to the next contract year.

Any Withdrawal that does not exceed the GWA or does not cause the total Withdrawals in a given contract year to exceed the GWA, or that is made as a Tax Qualified Distribution in accordance with the Tax Qualified Distributions section of this rider, will not be assessed a contingent deferred sales charge. The owner may withdraw an amount up to the Accumulation Value of the Basic Contract at any time, subject to all other terms and conditions of the contract, including any applicable contingent deferred sales charges and annuity taxes.

GUARANTEED WITHDRAWAL BALANCE (GWB)

The initial GWB will be equal to the initial premium payment. Each time an additional premium payment is received at GIAC's Customer Service Office, the GWB will increase by the amount of that additional premium payment. However, in no event will the GWB exceed the Maximum GWB Amount shown in the Specifications section.

Step-Up

If the Accumulation Value of the Basic Contract on any Step-Up Date is greater than the GWB on that date, the GWB will automatically Step-Up to an amount equal to the Accumulation Value of the Basic Contract on that Step-Up Date. For Step-Up Dates falling on a Contract Anniversary, a Step-Up will occur if the Accumulation Value of the Basic Contract on such date is greater than the GWB on that date, after giving effect to any increase in the GWB on such date as a result of the application of any applicable Annual Minimum Guarantee or Cumulative Guarantee (as described in the Annual Minimum Guarantee and Cumulative Guarantee provisions below).

If an increase in the Rider Fee Percentage will apply to future Step-Ups that result in an increase in the GWB prior to the first Withdrawal or the GWA on or after the first Withdrawal as described in the Rider Fee section, the owner will receive advance written notice of GIAC's intent to implement such an increase. Within 30 days of that notice, the owner has the right to decline all future automatic Step-Ups by providing notification in Good Order to GIAC at its Customer Service Office. If the owner declines future automatic Step-Ups, any increase in the Rider Fee Percentage will not apply and the GWB will not automatically Step-Up on subsequent Step-Up Dates. Once automatic Step-Ups are discontinued, they cannot be reinstated.

Annual Minimum Guarantee

On each Contract Anniversary, the GWB will equal the greater of (i) the GWB at the end of the day immediately preceding that Contract Anniversary less the amount of any Withdrawal taken on such Contract Anniversary, or (ii) the Annual Minimum Guarantee amount, if:

- the Specifications section provides for an Annual Minimum Guarantee;
- the Contract Anniversary is within the Annual Minimum Guarantee Period shown in the Specifications section;
- no Withdrawals were taken since the prior Contract Anniversary;
- the total number of Withdrawals taken since the Issue Date of the Basic Contract do not exceed the number of Withdrawals Without Loss of Annual Minimum Guarantee Eligibility shown in the Specifications section; and
- the rider has not entered the Settlement Phase.

The Annual Minimum Guarantee amount on a given Contract Anniversary is equal to the GWB on the prior Contract Anniversary plus premiums received after that anniversary and before the current anniversary, plus the result of the following:

- the Annual Minimum Guarantee Basis on the prior Contract Anniversary, multiplied by
- the Annual Minimum Guarantee Percentage shown in the Specifications section.

Cumulative Guarantee

A Cumulative Guarantee may apply, if, on a Contract Anniversary:

- the Specifications section provides for a Cumulative Guarantee;
- the Contract Anniversary is an Applicable Contract Anniversary for the Cumulative Guarantee, as shown in the Specifications section;
- no Withdrawals have been taken during the period from the Issue Date of the Basic Contract to the applicable Contract Anniversary; and
- the rider has not entered the Settlement Phase.

If this guarantee is applicable, the GWB on that Contract Anniversary will not be less than the sum of:

- (i) the Cumulative Guarantee Percentage shown in the Specifications section multiplied by the premiums received during the first contract year; plus
- (ii) any premium payments received on or after the first Contract Anniversary.

Effect of Withdrawals

A Withdrawal will reduce the GWB by the amount of the Withdrawal. However, if a Withdrawal exceeds the GWA or causes the total Withdrawals in a given contract year to exceed the GWA and the Withdrawal is not made as a Tax Qualified Distribution in accordance with the Tax Qualified Distributions section of this rider, the GWB will be reduced to the lesser of:

- the Accumulation Value of the Basic Contract immediately after the Withdrawal; or
- the GWB reduced by the amount of the Withdrawal.

Effect of Spousal Continuation Under The Basic Contract

If both Primary and Secondary Covered Persons are named in the Specifications section and a Spousal Continuation provision under the Basic Contract is exercised by the Secondary Covered Person upon the death of the Primary Covered Person, this rider will remain in effect on the Secondary Covered Person. If the Basic Contract is continued in this manner and any death benefit that would have been payable under the Basic Contract exceeds the GWB on that date, the GWB will automatically increase to the lesser of the amount of the death benefit under the Basic Contract that would have been payable on that date or the Maximum GWB Amount shown in the Specifications section.

GUARANTEED WITHDRAWAL AMOUNT (GWA)

The initial GWA is determined on the earlier of the date of the first Withdrawal or the date the rider enters the Settlement Phase. The initial GWA is equal to the Lifetime Withdrawal Percentage multiplied by the then current GWB. The Lifetime Withdrawal Percentage is shown in the Specifications section and is determined based on the age of the younger Covered Person under this rider on the day the initial GWA is determined. The Lifetime Withdrawal Percentage will not change once it is used to determine the initial GWA.

Effect of Premium Payments

After the initial GWA is determined, each time an additional premium payment is received, the GWA will equal the greater of:

- the GWA immediately prior to the premium payment; or
- the Lifetime Withdrawal Percentage multiplied by the GWB immediately after the premium payment.

Effect of Withdrawals

After the initial GWA is determined, the GWA will not be recalculated as the result of a Withdrawal, unless that Withdrawal exceeds the GWA or causes the total Withdrawals in a given contract year to exceed the GWA and the Withdrawal is not made as a Tax Qualified Distribution in accordance with the Tax Qualified Distributions section of this rider. In such event, the GWA will be recalculated to equal the Lifetime Withdrawal Percentage multiplied by the GWB immediately after the Withdrawal.

Step-Up

Upon a Step-Up of the GWB after the initial GWA has been determined, the GWA will equal the greater of:

- the GWA immediately prior to the Step-Up; or
- the Lifetime Withdrawal Percentage multiplied by the GWB immediately after the Step-Up.

Annual Minimum Guarantee

If the GWB is increased under the Annual Minimum Guarantee after the initial GWA has been determined, the GWA will equal the greater of:

- the GWA immediately prior to that increase; or
- the Lifetime Withdrawal Percentage multiplied by the GWB immediately after that increase.

TAX QUALIFIED DISTRIBUTIONS

Notwithstanding the other sections of this rider, no reset of the GWA or reduction of the GWB in excess of the amount of the Withdrawal will be made if the Withdrawals in a given Contract Year exceed the GWA solely due to Withdrawals made as distributions intended to satisfy the required minimum distribution rules under Internal Revenue Code ("Code") Section 401(a)(9) and the Treasury Regulations promulgated thereunder, as applicable, to a qualified retirement plan (Code Section 401), a tax-sheltered annuity (Code Section 403(b)), an individual retirement account (Code Section 408(a)), or an individual retirement annuity (Code Section 408(b)), which required minimum distribution is calculated using the Uniform Life Table (described in Treasury Regulation Section 1.401(a)(9)-9, Q&A-2) and/or the Joint and Last Survivor Table (described in Treasury Regulation Section 1.401(a)(9)-9, Q&A-3), and for distributions where the owner dies before entire interest is distributed as described in Code Section 401(a)(9)(B)(iii) calculated using the Single Life Table (described in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1), as appropriate (each table as in effect as of January 1, 2004) herein referred to as "Tax Qualified Distributions". Only the proportional share allocable to this contract of any required minimum distribution is a Tax Qualified Distribution.

The right to make Withdrawals as Tax Qualified Distributions is subject to the following requirements and limitations:

- The owner must choose a systematic Withdrawal program authorizing GIAC to calculate and pay the Tax Qualified Distributions for the calendar year;
- Each Tax Qualified Distribution is in the amount that GIAC calculates based on information that the owner provides to GIAC and GIAC's understanding of the Code. GIAC reserves the right to make changes in its calculations as it determines to comply with the Code and Treasury Regulations; and
- No Withdrawals (other than Tax Qualified Distributions) are made from the contract during the contract year.

Each Tax Qualified Distribution will decrease the GWB by the amount withdrawn, immediately following the Tax Qualified Distribution. For purposes of this "Tax Qualified Distributions" section, references to owner also include the beneficiary, as applicable. Once in the Settlement Phase as described in the Settlement Phase section, Tax Qualified Distributions in excess of the GWA are no longer permitted.

DEATH BENEFIT

This rider has no death benefit unless the Optional Death Benefit is elected as indicated in the Specifications section. If elected, a death benefit is payable under this rider if, on the date receipt of proof of death of the last surviving Covered Person is received in Good Order, (i) both this rider and the Basic Contract are in force, (ii) the rider has not entered the Settlement Phase and (iii) the death benefit provided by the rider exceeds the death benefit provided by the Basic Contract.

The initial death benefit provided by the rider is equal to the initial premium paid under the Basic Contract. Each time an additional premium payment is received at GIAC's Customer Service Office, the death benefit will increase by the amount of that additional premium payment.

If the Accumulation Value of the Basic Contract on any Step-Up Date is greater than the then current death benefit, the death benefit will automatically increase to an amount equal to the Accumulation Value of the Basic Contract on that Step-Up Date.

Effect of Withdrawals

A Withdrawal will reduce the death benefit by the amount of the Withdrawal. However, if a Withdrawal exceeds the GWA or causes the total Withdrawals in a given contract year to exceed the GWA and the Withdrawal is not made as a Tax Qualified Distribution in accordance with the Tax Qualified Distributions section of this rider, the death benefit will be reduced to the lesser of:

- the Accumulation Value of the Basic Contract immediately after the Withdrawal; or
- the then current death benefit reduced by the amount of the Withdrawal.

SETTLEMENT PHASE

Except as set forth below, if the Accumulation Value under the Basic Contract reaches zero:

- on a date prior to the determination of the initial GWA, the rider will enter the Settlement Phase if the GWB is greater than zero on such date; or
- on or after the determination of the initial GWA, the rider will enter the Settlement Phase if the GWA is greater than zero on such date.

However, the rider will not enter the Settlement Phase if the cause of the reduction in the Accumulation Value to zero is the result of a Withdrawal that exceeds the GWA or causes the total Withdrawals in a given contract year to exceed the GWA and the Withdrawal is not made as a Tax Qualified Distribution in accordance with the Tax Qualified Distributions section of this rider.

In the Settlement Phase, GIAC will make a payment once each contract year in an amount equal to the GWA in effect on the date the rider entered the Settlement Phase. Payments will begin on the date the rider enters the Settlement Phase.

The amount of the initial payment will be reduced by any Withdrawals made during the contract year the rider entered the Settlement Phase. The date payments begin is called the Settlement Anniversary Date. Payments will continue on each Settlement Anniversary Date for as long as a Covered Person is living.

Upon entering the Settlement Phase:

- the Basic Contract will continue, but all other rights and benefits, including death benefits, will terminate and additional premium payments will not be accepted;
- the Annual Minimum Guarantee, Cumulative Guarantee, Step-Up and Death Benefit provisions under this rider end; and
- this rider will continue, but the GWB will no longer be calculated and the Rider Fee will no longer be deducted.

RIDER FEE

A Rider Fee is deducted on each Contract Anniversary that occurs on or prior to the Annuity Commencement Date and prior to the date the rider enters the Settlement Phase. The Rider Fee is withdrawn from each Allocation Option in the same proportion that the value of each Allocation Option bears to the Accumulation Value of the Basic Contract.

The amount of the Rider Fee is equal to the Rider Fee Percentage shown in the Specifications section, multiplied by the "Adjusted GWB." The "Adjusted GWB" is the greater of:

- the GWB at the end of the day immediately preceding the day the Rider Fee is determined plus the result of the application of any Annual Minimum Guarantee or Cumulative Guarantee on any applicable Contract Anniversary on which the Rider Fee is deducted; or
- the total premiums paid under the Basic Contract through the end of the day immediately preceding the day the Rider Fee is determined.

A Rider Fee will be deducted on the date this rider terminates. If that date is a date other than a Contract Anniversary then a proportional share of the Rider Fee will be deducted from the amount otherwise payable. The Rider Fee will not be deducted after the rider enters the Settlement Phase or after the Annuity Commencement Date.

The initial Rider Fee Percentage is shown in the Specifications section. GIAC reserves the right to increase the Rider Fee Percentage on the effective date of a Step-Up that results in an increase in the GWB prior to the first Withdrawal or the GWA on or after the first Withdrawal. If the Rider Fee Percentage is increased, it will never exceed the Maximum Rider Fee Percentage shown in the Specifications section. If the owner declines future automatic Step-Ups of the GWB in accordance with the GWB's Step-Up section, the increase in the Rider Fee Percentage will not apply.

ALLOCATION OPTIONS

While this rider is in effect, GIAC reserves the right to:

- Restrict the right to allocate of the Accumulation Value to an Allocation Option at any time. If an Allocation Option is restricted, no transfers into the restricted Allocation Option will be allowed and no premium payments may be allocated to the restricted Allocation Option after the date of the restriction. Any amounts previously allocated to an Allocation Option that is subsequently restricted will be unaffected by such restrictions.
- Limit the actual percentages allocated to certain Allocation Options, to require that the Accumulation Value be allocated in accordance with an allocation model chosen by the owner from among pre-set allocation models (consisting of Allocation Options in pre-set allocation percentages), to require that certain Allocation Options be chosen in conjunction with other Allocation Options, to limit transfers between existing Allocation Options and/or to require periodic rebalancing of existing Allocation Options to the required percentages.

REQUIRED DISTRIBUTIONS

Notwithstanding any other provision of this rider, this rider shall be interpreted and administered in a manner that complies with the Internal Revenue Code section 72(s) or Internal Revenue Code section 401(a)(9), as applicable.

ANNUITY COMMENCEMENT DATE

While this rider is in effect, GIAC consents that the owner may change the Annuity Commencement Date to a date not later than the last date permitted under applicable state law.

If this rider is:

- still in effect on the last Annuity Commencement Date permitted under applicable state law; and
- the rider has not entered the Settlement Phase; and
- the owner elects to receive annuity payments under the Basic Contract's fixed Life Annuity without Guaranteed Period payout option if only one Covered Person is alive on the Annuity Commencement Date or the fixed 100% Joint and Survivor without Guaranteed Period payout option if two Covered Persons are alive on the Annuity Commencement Date and both Covered Persons are named as joint annuitants,

the amount of the payout will be the greater of:

- the GWA in effect on the Annuity Commencement Date or, if no Withdrawal has been made on or prior to the Annuity Commencement Date, the GWA that would have been in effect on the Annuity Commencement Date if a Withdrawal had been made on such date; or
- the payout amount as calculated under the applicable payout option specified above.

ISSUE DATE

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

TERMINATION

This rider terminates on the earliest of the following:

- the date GIAC receives due proof in Good Order of the death of the last surviving Covered Person; or
- the date the Basic Contract terminates; or
- the date an annuity payout option under the Basic Contract commences; or
- the date the Accumulation Value of the Basic Contract, the GWB and the GWA, if applicable, all equal zero, or
- any change in the owner or the annuitant under the Basic Contract without GIAC's consent including but not limited to adding or removing a joint owner or adding a contingent annuitant.

This rider cannot be terminated prior to the earliest of the above dates.

The Guardian Insurance & Annuity Company, Inc.



Secretary

SERFF Tracking Number: GARD-125691837 State: Arkansas
Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 39510
Inc.
Company Tracking Number: 08-GLWB
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: GLWB
Project Name/Number: GLWB/08-GLWB

Supporting Document Schedules

Review Status: 06/11/2008

Satisfied -Name: Certification/Notice
Comments: readability not required for this variable filing
Attachment: AR Certif Compliance Rule 19 and 49.pdf

Review Status: 06/20/2008

Satisfied -Name: Appendix A
Comments: Appendix A
Attachment: ARK APPENDIX A.pdf

Review Status: 07/01/2008

Satisfied -Name: Statement of Variability
Comments:
Attachment: Explanation of Variables.pdf

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

Insurer: The Guardian Insurance & Annuity Company, Inc.

Form Number(s): **08-GLWB**

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



Signature of Company Officer

Scott Dolfi

Name

Executive Vice President

Title

July 1, 2008

Date

APPENDIX A

Arkansas

New rider	Replaced riders with approval dates
08-GLWB	07-GMWB 11/28/2006 05-R300 1/24/2006 05-R301 1/24/2006

Rider 08-GLWB will be used with the following contracts:

<u>Form Number</u>	<u>Approval Date</u>
IVA-2050 & IVA-2050SN	6/19/2002
IVA-2060 & IVA-2060SN	12/15/2003

Statement of Variability
For
Form 08-GLWB
Guaranteed Lifetime Withdrawal Benefit Rider

Annuitant/Primary Covered Person (Variable 1): The name of the Primary Covered Person will appear in this field. This person will always be the annuitant under the Basic Contract.

Secondary Covered Person (Variable 2): If the owner elects to have a Secondary Covered Person named under this rider, the name of the Secondary Covered Person will appear in this field. Since it is optional to name a Secondary Covered Person, this field will only appear if one is actually named under the rider. This person must be the legally married spouse of the Primary Covered Person or a partner with the Primary Covered Person in a legal civil union on the issue date of the rider.

Annual Additional Premium Payment Limit After the 1st Year (Variable 3): The range is set to \$0 - \$200,000. We have set the current limit of \$100,000 to prevent anti-selection. We may want to raise or lower this in the future depending upon the anti-selection experience. We would only raise or lower the limit for new issues.

Maximum GWB Amount (Variable 4): The range of the Maximum GWB Amount is \$4,000,000 - \$8,000,000. The current Maximum GWB Amount is \$5,000,000. We may want to raise or lower the Maximum GWB Amount in the future, depending on the composition of our business (*i.e.*, contract size distribution) as well as its overall growth. Actuarial experience and the market environment will also be factors in the decision. Any changes made would apply to new issues only.

Optional Death Benefit (Variable 5) - The range of values for this variable is either "Elected" or "Not Elected". This depends on whether the Owner elects the optional death benefit under the rider. If the owner elects the death benefit then the field will be populated with "Elected" if they do not, then "Not Elected" is populated.

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The owner has the right to elect from 3 different benefit levels. Since one of the available benefit levels does not provide for an Annual Minimum Guarantee or a Cumulative Guarantee, the following variables will only appear if either of benefit levels that provide for Annual Minimum Guarantee and Cumulative Guarantee has been elected. If the option where these guarantees do not apply has been elected, the following variables will not appear in the rider.

Annual Minimum Guarantee

Percentage (Variable 6): The range of this Percentage is set to 1% -10%. The current percentage is 7%. It will vary depending upon our experience – both actuarial and capital market related. If we experience lower lapses than expected, efficient withdrawals (*i.e.*, utilization) and additional premium deposits together with low interest rates and high market volatility, it could make it difficult to maintain the current Percentage. However, the Percentage could be increased if the opposite occurred (*i.e.*, higher lapses, little utilization, higher interest rates, and low market volatility). The market environment will also be a factor in the decision. Any changes made would apply to new issues only.

Period [Variable 7]: The range of this variable is from the Issue Date to the 1-20th Contract Anniversary. The current value is the "From the Issue Date to the 10th Contract Anniversary". Any change would depend upon our experience, including market changes. Any changes made would only apply to new issues.

Cumulative Guarantee

Percentage(s) and Applicable Contract Anniversary(ies) (Variable 8): The range of cumulative guarantees will be between 1-5. Currently, depending on what the owner elects, either 1 or 2 guarantees apply.

The label will appear when applicable and will always be "Cumulative Guarantee, Percentage and Applicable Contract Anniversary". The variable data will be "A on the B Contract Anniversary". Where, the range of values for A is 100% to 400% and the range of values for B is first through 30th. Currently, the value is "200% on the 10th Contract Anniversary" and "300% on the 15th Contract Anniversary".

Withdrawals Without Loss of Annual Minimum Guarantee Eligibility (Variable 9): The range of values for this field is 0-10. The current value is 1. Any change would depend upon our experience, including market changes. Any changes made would apply to new issues only.

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Lifetime Withdrawal Percentage (Variable 10): The Lifetime Withdrawal Percentage is based on the age of the younger Covered Person at the time of the first Withdrawal. There are between 1-5 age based tiers that provide a range of ages that a particular percentage applies. The number of tiers is based on the age of the younger covered persons on the Issue Date. If the younger covered person is older than the highest age in a particular tier then that tier will not be shown. The current age and percentage ranges are:

Ages	Percentages
45-59	4%
60-69	5%
70-80	6%
81+	7%

The ranges for the ages of each tier are 40-90 and the range of Percentage is 3%-10%. Any change would depend upon our experience, including market changes. Any changes made would apply to new issues only.

Rider Fee Percentage (Variable 11): The rider fee percentage varies based on the level of benefits that the owner elects and whether the optional Death Benefit is elected. The range of the Rider Fee Percentages is 0.25% - 5.00%. The current range of Rider Fee Percentages is 0.40%-1.30% if there is only one covered person name under the rider at issue and 0.60%-1.70% if there are 2 covered persons named. Any change would depend upon our experience, including market changes. Any changes made would apply to new issues. However, in accordance with the Step-up feature, the Rider Fee Percentage can be changed so any changes to the Rider Fee Percentage could impact inforce business that continues to participate in the automatic Step-up feature.

Maximum Rider Fee Percentage (Variable 12): Like the Rider Fee Percentage, the Maximum Rider Fee Percentage also varies based on the level of benefits elected by the owner and whether or not the optional death benefit is elected. The range of the Maximum Rider Fee Percentages is 0.25% - 5.00%. The current range of Maximum Rider Fee Percentages is 1.00%-3.00% if there is only one covered person name under the rider at issue and 2.00%-4.00% if there are 2 covered persons named. Any change would depend upon our experience, including market changes. Any changes made would apply to new issues only. The Maximum Rider Fee will not change for in Force contracts.

Step-Up Dates (Variable 13): The range of the Step-Up Dates from the first Contract Anniversary to the Contract Anniversary prior to the older Covered Persons 90th birthday. We currently allow step-ups on each quarterly contract anniversary up to and including the Contract Anniversary prior to the oldest surviving Covered Person's 90th birthday. We may want to reduce this benefit by allowing step-ups for a more limited period of time based on a number of contract anniversaries or the age of the older covered person. We may also change the frequency of step-ups to daily, monthly, semi-annually, annually or every 3 years. As mentioned above, any change would depend upon our experience, including market changes. Any changes made would apply to new issues only.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER (GLWB)

This rider is made part of the contract to which it is attached. This rider provides a Guaranteed Lifetime Withdrawal Benefit. To the extent any provisions contained in this rider are contrary to or inconsistent with those of the Basic Contract, the provisions of this rider will control.

SPECIFICATIONS

Annuitant/Primary Covered Person: [Variable 1]
[Variable 2:] [Variable 2]

Annual Additional Premium Payment Limit After the First Year: [Variable 3]

Maximum GWB Amount: [Variable 4]

Optional Death Benefit: [Variable 5]

[Annual Minimum Guarantee Variable 6: Variable 7:] [Variable 6]
[Variable 7]

[Cumulative Guarantee Variable 8:] [Variable 8]

[Withdrawals Without Loss of Annual Minimum Guarantee Eligibility:] [Variable 9]

Lifetime Withdrawal Percentage:	Age of Younger Covered Person at Time of First Withdrawal	Applicable Lifetime Withdrawal Percentage
	Variable 10	Variable 10

Rider Fee Percentage: [Variable 11]

Maximum Rider Fee Percentage: [Variable 12]

Step-Up Dates: [The Step-Up Dates are each [Variable 13] up to the Contract Anniversary prior to the [Variable 13].