

SERFF Tracking Number: HARL-125967127 State: Arkansas
Filing Company: Hartford Life Insurance Company State Tracking Number: 41211
Company Tracking Number: IPD HL-20326
TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.001 Funding Agreement
Product Name: Group Variable Annuity Funding Agreement
Project Name/Number: Funding Agreement/HL-20326

Filing at a Glance

Company: Hartford Life Insurance Company

Product Name: Group Variable Annuity Funding SERFF Tr Num: HARL-125967127 State: Arkansas LH Agreement

TOI: A08G Group Annuities - Unallocated

SERFF Status: Closed

State Tr Num: 41211

Sub-TOI: A08G.001 Funding Agreement

Co Tr Num: IPD HL-20326

State Status: Approved-Closed

Filing Type: Form

Co Status: Initial Filing

Reviewer(s): Linda Bird

Authors: Lindsay Cooper, Ginger Morgan, Tiffany Heist

Disposition Date: 01/06/2009

Date Submitted: 12/29/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Funding Agreement

Project Number: HL-20326

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 01/06/2009

State Status Changed: 01/06/2009

Corresponding Filing Tracking Number:

Filing Description:

December 29, 2008

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer, Trust

Deemer Date:

RE: Hartford Life Insurance Company

NAIC No. 88072-091, FEIN No. 06-0974148

Group Variable Funding Agreement HL-20326

Master Application for Group Variable Funding Agreement HL-20327(AR)

SERFF Tracking Number: HARL-125967127 *State:* Arkansas
Filing Company: Hartford Life Insurance Company *State Tracking Number:* 41211
Company Tracking Number: IPD HL-20326
TOI: A08G Group Annuities - Unallocated *Sub-TOI:* A08G.001 Funding Agreement
Product Name: Group Variable Annuity Funding Agreement
Project Name/Number: Funding Agreement/HL-20326

Attached for your review and approval on a general use basis are the above-captioned forms. HL-20326 is an unallocated group variable funding agreement. Form HL-20326 will be used in connection with funding employer-sponsored deferred compensation plans authorized under section 457 of the Internal Revenue Code, as amended; as well as being issued for use with qualified pension and profit sharing plans as authorized under section 401 of the Internal Revenue Code. Form HL-20326 will only be issued to fund a plan pursuant to either section 457 or section 401 of the Internal Revenue Code. The two types of programs will never be funded under the same group variable funding agreement.

HL-20327(AR) is the master application which will be used with this group variable funding agreement.

This group variable funding agreement has been completed in "John Doe" fashion. All variable items and provisions have been bracketed. In general the bracketed material is subject to inclusion, omission or change in order to meet the requirements of a specific Group Variable Funding Agreement Owner's program. The bracketed material may also reflect variations in Hartford Life Insurance Company's administrative practices or underwriting rules. No change to bracketed materials unless specifically provided for in the terms of the group variable funding agreement shall be less beneficial to the Group Variable Funding Agreement Owner.

Should you have any questions, please feel free to contact me or Anthony DePaolis at (860) 843-4003. Thank you for taking the time to review this submission.

Sincerely,

Joyce Schiaffo
Contract/Compliance Consultant
860-843-7708
Joyce.schiaffo@hartfordlife.com

SERFF Tracking Number: HARL-125967127 State: Arkansas
 Filing Company: Hartford Life Insurance Company State Tracking Number: 41211
 Company Tracking Number: IPD HL-20326
 TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.001 Funding Agreement
 Product Name: Group Variable Annuity Funding Agreement
 Project Name/Number: Funding Agreement/HL-20326

Company and Contact

Filing Contact Information

Schiaffo Joyce, Compliance/Contract joyce.schiaffo@hartfordlife.com
 Consultant
 200 Hopmeadow Street (860) 843-7708 [Phone]
 Simsbury, CT 06089 (860) 843-8014[FAX]

Filing Company Information

Hartford Life Insurance Company	CoCode: 88072	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: 06-0974148	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life Insurance Company	\$50.00	12/29/2008	24733642

SERFF Tracking Number: HARL-125967127 State: Arkansas
Filing Company: Hartford Life Insurance Company State Tracking Number: 41211
Company Tracking Number: IPD HL-20326
TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.001 Funding Agreement
Product Name: Group Variable Annuity Funding Agreement
Project Name/Number: Funding Agreement/HL-20326

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	01/06/2009	01/06/2009

SERFF Tracking Number: *HARL-125967127* *State:* *Arkansas*
Filing Company: *Hartford Life Insurance Company* *State Tracking Number:* *41211*
Company Tracking Number: *IPD HL-20326*
TOI: *A08G Group Annuities - Unallocated* *Sub-TOI:* *A08G.001 Funding Agreement*
Product Name: *Group Variable Annuity Funding Agreement*
Project Name/Number: *Funding Agreement/HL-20326*

Disposition

Disposition Date: 01/06/2009

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HARL-125967127 State: Arkansas
 Filing Company: Hartford Life Insurance Company State Tracking Number: 41211
 Company Tracking Number: IPD HL-20326
 TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.001 Funding Agreement
 Product Name: Group Variable Annuity Funding Agreement
 Project Name/Number: Funding Agreement/HL-20326

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	Statement of Variables		Yes
Form	Group Variable Annuity Funding Agreement		Yes
Form	Master Application for Group Variable Annuity Funding Agreement		Yes

SERFF Tracking Number: HARL-125967127 State: Arkansas
 Filing Company: Hartford Life Insurance Company State Tracking Number: 41211
 Company Tracking Number: IPD HL-20326
 TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.001 Funding Agreement
 Product Name: Group Variable Annuity Funding Agreement
 Project Name/Number: Funding Agreement/HL-20326

Form Schedule

Lead Form Number: HL-20326

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	HL-20326	Funding Agreement (Annuity, Individual and Group)	Group Variable Annuity Funding Agreement	Initial		0	Corporate 401.457 GVFA bracketed version 12.22.08 .pdf
	HL-20327(AR)	Application/Master Enrollment Form	Application for Group Variable Annuity Funding Agreement	Initial			HL-20327_AR_Application for GVFA.pdf

GROUP VARIABLE FUNDING AGREEMENT

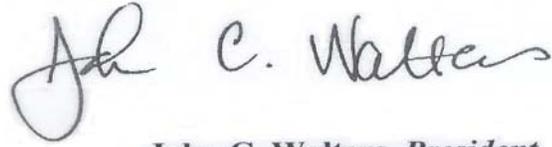
HARTFORD LIFE INSURANCE COMPANY
1 Griffin Road, North
WINDSOR, CONNECTICUT 06095-1512

This Group Variable Funding Agreement (herein after referred to as the "Agreement") is issued in consideration of your application and the payment of Contributions in accordance with the terms and conditions of this Agreement.

This Agreement is subject to the laws of the jurisdiction where it is delivered as shown in the Agreement Specifications.

Your application, the Agreement Specifications and the conditions and provisions on this and the following pages are part of the Agreement.

Signed for the Hartford Life Insurance Company
#1[

	
Donald C. Hunt, Secretary	John C. Walters, President

]

Group Variable Funding Agreement

Nonparticipating

ALL PAYMENTS AND VALUES PROVIDED BY THIS AGREEMENT WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.#2 [THIS AGREEMENT CONTAINS A MARKET VALUE ADJUSTMENT FORMULA. APPLICATION OF THE FORMULA MAY RESULT IN A DOWNWARD ADJUSTMENT IN CASH SURRENDER BENEFITS.]



Hartford Life

GROUP VARIABLE FUNDING AGREEMENT SPECIFICATIONS

#3[AGREEMENT OWNER: ABC Entity
AGREEMENT EFFECTIVE DATE: Month, Day, Year
AGREEMENT JURISDICTION: Any State
AGREEMENT NUMBER:

The Agreement Owner has chosen #4 [Method One] for the deduction of the Program and Administrative Charge specified below and for the determination of the Net Investment Factor.]

#25a[General Account]: #5[Portfolio Rate: We credit your #25a[General Account] value with interest at a rate we declare (the “**Declared Interest Rate**”) for the #6[quarter]. We will determine the Declared Interest Rate for any #6[quarter] at our discretion. We guarantee the Declared Interest Rate applicable to any #6[quarter] to the end of the #6[quarter] in which the change was applied. We will declare any change in the Declared Interest Rate before the start of the #6[quarter] to which the rate applies. For purposes of this paragraph only, #6[“quarter”] shall mean a #6a[three month period commencing with February 1, May 1, August 1, and November 1, as applicable.] Reference to #6[“quarter”] or #6[“quarterly”] in all other parts of this Agreement shall mean calendar #6[quarters] unless specifically stated otherwise.

The Declared Interest Rate will not be less than #7[3%] (the “**Minimum Guaranteed Interest Rate**”). We will determine the Minimum Guaranteed Interest Rate such that the Net Surrender Value shall meet or exceed the nonforfeiture amount pursuant to your state’s standard nonforfeiture law. In addition, we will determine the Minimum Guaranteed Interest Rate such that it shall meet or exceed the minimum nonforfeiture rate required by your state’s standard nonforfeiture law.]

Separate Account: #8[Hartford Life Insurance Company Separate Account(s) 401]

The Sub-Account(s) within the Separate Accounts(s) available under this Agreement are described in Schedule “A”. When Sub-Accounts are added, replaced or deleted, we will revise Schedule “A” to reflect such change, and provide you with a revised copy of Schedule “A”.

#9[Installation Fee: [\$1500.00] once, per Plan upon Agreement installation]

#10[Annual Maintenance Fee(s): During the Accumulation Period, we will assess a fee, based on the average per Participant Account balance, each Agreement Year as set out below:

<\$10K	\$2,000
\$10K-\$50K	\$2,000
>=\$50K	\$0

During the first Agreement Year, the Annual Maintenance Fee will be determined by dividing the total annual charge by the number of calendar #13[quarters] remaining in the Agreement Year where any partial #13[quarter] shall count as one full #13[quarter]. For each Agreement Year thereafter, 25% of the total Annual Maintenance Fee will be due and payable each calendar #13[quarter]. We deduct the necessary percentage of the Annual Maintenance Fee from the value of each Participant Account

#13[quarterly] on a pro rata basis.

We may decrease the Annual Maintenance Fee, and we may increase the Annual Maintenance Fee upon #11[90] days advance notice to you.]

#12[Per Participant Fee: During the Accumulation Period, we will assess a fee, based on the average per Participant Account balance, each Agreement year as set out below:

<\$10K	\$50
\$10K-\$25K	\$40
\$25K-\$50K	\$30
>=\$50K	\$0

We may decrease the Per Participant Fee, and we may increase the Per Participant Fee upon #11[90] days advance notice to you.

We will deduct 25% of the Per Participant Fee from the value of each Participant Account #13[quarterly]. Any full Surrender of a Participant Account before the last Valuation Day of a #13[quarter] is subject to a deduction from the proceeds equal to 25% of the Per Participant Fee. We deduct the Per Participant Fee on a pro rata basis from the Sub-Accounts and #25a[General Account] investments in a Participant Account.]

Program and Administrative Charge:

During the Accumulation Period; #14[1.25% per annum of the daily Sub-Account value]

You chose the method used to deduct the Program and Administrative Charge from the Sub-Accounts when you purchased your Agreement. There are two methods to choose from:

Method One: We deduct the Program and Administrative Charge each Valuation Day as a percentage of the net asset value of each Fund when we determine Accumulation Unit values.

Method Two: We deduct the Program and Administrative Charge each calendar quarter. We assess the Program and Administrative Charge as a percentage of the average daily assets of the Sub-Accounts during the quarter. We deduct the Charge by redeeming Accumulation Units in proportion to the amount of the Charge.

We may decrease the Program and Administrative Charge, and we may increase the Program and Administrative Charge upon #11[90] days advance notice to you. The Program and Administrative Charge will never exceed 2.00% per year.

#15[Billing Option

If requested, we may, but are not required to, agree to bill you for all or any portion of the Program and

Administrative Charge, Per Participant Fee and/or Annual Maintenance Fee. Invoices must be paid within #16[31] days of receipt. Invoices not timely paid may be deducted from the Agreement by us.]

#17[Contingent Deferred Sales Charge: We may assess a “**Contingent Deferred Sales Charge**” when you request a full or partial Surrender before the #17[seventh] Agreement Year. The Contingent Deferred Sales Charge is, in the case of a partial Surrender, a percentage of the amount of the Surrender, and in the case of a full Surrender, a percentage of the amount of #18 [all the Agreement account value on the Date of Discontinuance], and based on the Agreement Year as set forth below:

<u>Agreement Years</u>	<u>Charge</u>
During the 1 st year	5%
During the 2 nd year	5%
During the 3 rd year	4%
During the 4 th year	3%
During the 5 th year	2%
During the 6 th year	1%
During the 7 th year and after	0%

#19[Effective for any Surrender or transfer initiated on or after 00/00/0000, the Contingent Deferred Sales Charge shall no longer be applicable to any amounts Surrendered on or after such date.]

No Contingent Deferred Sales Charge will be deducted from a Surrender that is certified by the Employer or its authorized designee in a form satisfactory to us to be for transfer to an Approved Plan Related Investment Account, a Benefit Payment or for Plan Related Expenses.]

#20[Charge for Premium Taxes: We also deduct a charge for Premium Taxes, if applicable. On any amount under the Agreement that is subject to Premium Tax, a charge in the amount of the tax will be deducted from Contributions when received or from the amount of a Surrender upon Surrender.]

#21[Fee Waiver

Notwithstanding anything to the contrary in the Agreement, for any particular Agreement Year, the Installation Fee, Per Participant Fee, Annual Maintenance Fee, Program and Administrative Charge, or any portion thereof, may be reduced or waived by us in writing and shall not apply to this Agreement during the stated period.]

TABLE OF CONTENTS

Section		Starting on Page
	Agreement Specifications	2
	Table of Contents	5
#22[1	Definitions	6
2	Contribution Provisions	8
3	Agreement Control Provisions	9
4	General Provisions	10
5	Surrender and Transfer Provisions	13
6	Valuation Provisions	13
7	Death of Participant	14
8	Agreement Discontinuance Provisions	15
	Endorsements]	

Section 1.0 Definitions

Accumulation Unit – An accounting unit of measure we use to calculate Sub-Account values under this Agreement. We determine this value by using one of two methods, described in the Valuation Provisions section of the Agreement. You selected the method used when you purchased your Agreement.

Accumulation Period – The period beginning on the Agreement Effective Date and ending upon Surrender.

Administrative Office – Located at 1 Griffin Road North, Windsor, CT 06095-1512. Our mailing address is P.O. Box 1583, Hartford, CT 06144-1583 or, for overnight mail, 1 Griffin Road North, Windsor, CT, 06095-1512.

Approved Plan Related Investment Account – Any investment account under the Plan that is identified by you and accepted by us for the purpose of transfers of amounts to and from the Agreement.

Beneficiary - The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to any additional rules set forth in the Plan. Unless otherwise provided by the Plan, if no Beneficiary is designated, the Participant's estate is the Beneficiary.

Benefit Payment or Benefit – Any amount to which a Participant or Beneficiary becomes entitled to under the terms of the Plan while the Agreement is in effect. Amounts Surrendered for transfer to the funding vehicle of another investment provider or on account of the termination of the Plan are not Benefit Payments.

Code - The Internal Revenue Code of 1986, as amended, including the Treasury Regulations and any other guidance thereunder, and any successor law.

Company, we, our or us - Hartford Life Insurance Company.

#23[Competing Fund – A fund, which includes the #25a[General Account] itself, with similar investment objectives, duration or market volatility to our #25a[General Account]. Such funds may include fixed accounts of annuity contracts or funding agreements, money market funds, short-term bond funds, short-term lifecycle funds, stable value funds, or any other fund with similar investment objectives, duration or market volatility as we shall determine. Such funds may also include individual brokerage accounts and, if we are not the exclusive provider of funding for the Plan, all funds, annuity contracts or funding agreements of other providers.]

Agreement Owner or you – The Employer or entity owning the Agreement. The Agreement Owner is named in the Agreement Specifications.

#24[Agreement Term – The Agreement term shall #24a[continue from Agreement Year to Agreement Year until terminated].

Agreement Year – #25[A 12 month calendar year, except that the first Agreement Year shall commence on the Agreement Effective Date and end on the following December 31.]

Contribution – Any amount you pay to us for investment under the Agreement.

Date of Discontinuance – A date, as defined in the Agreement Discontinuance Provisions, on which your Agreement is terminated.

Distributee - A Participant, a Participant's surviving spouse or the Participant's spouse or former spouse who is the alternative payee under a qualified domestic relations order with regard to the interest of the spouse or former spouse.

Employer – An employer maintaining the employee retirement benefit Plan for its employees.

Expiration Date – For Agreement Owner initiated terminations, the date specified in a proposed Discontinuance Agreement after which the entire proposal automatically expires unless you return it to us in Good Order on or before that date. For Hartford initiated terminations, the date specified in the Discontinuance Agreement after which you no longer have the ability to select an available option to pay your #25a[General Account] values.

Funds - The underlying mutual funds, collective funds and/or other investment vehicles in which the Separate Account invests.

#25a[General Account] – All of our assets other than those in the Separate Account, or in any other separate investment account we establish. The #25a[General Account] is available to our creditors.

Good Order – Authorized instructions given to us in such form as we may require with such clarity and completeness that we are not required to exercise any discretion.

#26[Initial Contribution Transfer – The amount of all Contract value transferred to the Plan at the beginning of the Agreement excluding deductions for any Surrender Charge Offset or Group Surrender Charge Offset. The contributions may occur in one or more than one transfer.]

Participant – Any employee or former employee of an Employer or other individual with an account under this Agreement.

Participant Account – An account under this Agreement to which #25a[General Account] values and Separate Account Accumulation Units are allocated on behalf of a Participant.

Plan - The employee retirement benefit plan that is funded by this Agreement.

Premium Tax - The tax or amount of tax, if any, charged by a state or municipality on premiums or Agreement value.

Reply Deadline – For Agreement Owner initiated terminations, the date specified in a proposed Discontinuance Agreement on or prior to which we must receive your Discontinuance Agreement in Good Order to enable us to honor the Transfer Date you requested.

Separate Account(s) - Account(s) we established to separate the assets funding the variable benefits for the class of contracts to which this Agreement belongs from our other assets. The assets in the Separate Account(s) are not chargeable with liabilities arising out of any other business we may conduct. The name of the Separate Account(s) is shown in the Agreement Specifications.

Sub-Account(s) - The subdivisions of the Separate Account(s) which are used to allocate your Agreement value among the corresponding Funds.

Surrender – Any withdrawal of Agreement values.

Transfer Amounts – An allocation to our #25a[General Account] under the Agreement representing 1) Agreement related funds arising from incoming Plan transition while we await instructions in Good Order or 2) Agreement related funds waiting to be paid to the Agreement Owner in the event of a Notice of Delay during Agreement Discontinuance.

Transfer Date – The date specified in your Discontinuance Agreement when all Agreement assets are to be transferred out of the #25a[General Account] and/or Separate Account(s) to your successor investment provider.

Valuation Day or Valuation Date - Every day the New York Stock Exchange is open for trading. The value of a Separate Account is determined as of the close of the New York Stock Exchange (generally 4:00 p.m. Eastern Time) on such days.

Valuation Period - The period between close of trading on the New York Stock Exchange from one Valuation Day to the next.

Section 2.0 Contribution Provisions

2.1 Contributions: You agree to send Contributions to us by a method we deem acceptable.

2.2 Allocation/Investment of Contributions During the Accumulation Period: We agree to apply your Contributions to the #25a[General Account] and/or to each Sub-Account under this Agreement in accordance with your instructions provided we receive them in Good Order. We apply the Net Contribution to the #25a[General Account] and/or to each Sub-Account under this Agreement. The term “**Net Contribution**” means the amount of your Contribution minus a charge for any applicable Premium Taxes that we determine are applicable to this Agreement. The minimum amount of any Contribution that you may allocate to any Sub-Account or the #25a[General Account] on behalf of any individual Participant is #27[1%] of such Contribution, provided the dollar amount so allocated is not less than #27[\$10.00.]

2.3 Transfer or Re-Allocation of Agreement Values within the Agreement:

(a) As permitted by your Plan, and provided we receive instructions in Good Order, you and/or the Participants may transfer Agreement values between the Sub-Accounts and between the Sub-Accounts and the #25a[General Account] under this Agreement, subject to the Surrenders and Transfers section of this Agreement and any other restrictions, policies, and procedures we may otherwise establish relating to such transfers.

(b) This Agreement limits you and Participants to one financial transaction per Valuation Day which involves the movement of the same assets into or out of a particular Sub-Account, #25a[General Account] and/or Approved Plan Related Investment Account.

(c) As permitted by your Plan, and provided we receive instructions in Good Order, you and/or the Participants may allocate or transfer Agreement value between the Sub-Accounts during the Accumulation Period. However, we may establish, from time to time, restrictions, policies, and procedures relating to allocations or transfers between the Sub-Accounts, which we may modify or terminate at any time. We may, according to our then current policies and procedures, restrict or terminate allocation or transfer privileges if we determine that you have engaged in a pattern of transfers that is disadvantageous or potentially harmful to other group variable funding agreement owners.

(d) Upon request, you agree to provide us with copies of all investment communications delivered to the Participants. If we determine Participants were unduly influenced by any communication announced, published, prepared, distributed or delivered to Participants by, at the direction of or on behalf of, the Plan, then we reserve the right to exercise any of our rights provided by law and the Agreement, including without limitation enforcing applicable #25a[General Account] limitations provided under the Surrenders and Transfers section of the Agreement.

In addition, you agree that all purchase payments made to any Sub-Account, and all transfers of Agreement value allocated to any Sub-Account, are subject to the policies and procedures established by the Sub-Account's underlying fund ("Fund") for the purpose of eliminating or reducing potentially harmful frequent or excessive trading in shares of the Fund ("Fund Policies"). Nothing in this Agreement shall require us to honor any instructions to purchase Fund shares with respect to any Plan or Participant account in violation of Fund Policies. If we are aware that a purchase or transfer instruction for any Sub-Account would violate Fund Policies, we will consider such instructions to be not in Good Order.

With respect to any Fund, you acknowledge and agree that we will provide certain Agreement Owner and Participant account information, including, but not limited to, taxpayer identification numbers, and the amount and dates of purchases, redemptions, transfers and exchanges of Fund shares resulting from transactions in the Sub-Accounts, to a Fund as requested by the Fund, in accordance with Rule 22c-2 under the Investment Company Act of 1940, as amended. If the Plan or any of its Participants engage in Sub-Account purchase or Sub-Account transfer activity that violates Fund Policies, you agree that the Company shall execute instructions from the Fund to restrict or prohibit additional purchase payments made to the Sub-Account for that Fund and transfers of Agreement value to the Sub-Account for that Fund by the Plan or any of its Participants, in accordance with instructions from the Fund.

2.4 No Transfer to Competing Funds: This Agreement does not allow transfers of Agreement value directly between #23[Competing Funds]. #23[If any Agreement value is transferred from any Competing Fund to a Participant's Sub-Account, then no subsequent transfers will be allowed from any of that Participant's Sub-Account(s) to any Competing Fund, other than the Competing Fund the initial transfer was made from, for a period of ninety (90) days beginning on the date such amount was transferred from the Competing Fund.]

2.5 Transfer or Re-Allocation of Agreement Values between Approved Plan Related Investment Account: If you make available an Approved Plan Related Investment Account, and if we receive instructions in Good Order, transfers may be made between Participant Accounts under this Agreement and an Approved Plan Related Investment Account.

#28[2.6 Group Surrender Charge Offset: If the initial Contribution made to this Agreement consists of a transfer of funds held by the Plan under an investment vehicle issued by another investment provider and, by reason of such transfer, the Plan has paid, or will pay, a surrender charge, market value adjustment or other discontinuance charge to such other carrier, we will reimburse the Plan for such charge or adjustment for an amount not to exceed #29[7.00%] of transferred assets (hereinafter the

“**Group Surrender Charge Offset**”) as a benefit under this Agreement. The Group Surrender Charge Offset will be credited to the Agreement. You agree to provide us with allocation instructions in Good Order for proper allocation of the Group Surrender Charge Offset under the Agreement.]

Section 3.0 Agreement Control Provisions

3.1 Agreement Owner: You may exercise all the rights, privileges and options granted by this Agreement or permitted by us and agree with us to any amendment to the Agreement. You shall exercise this power in a manner consistent with the Plan adopted by you or the Employer for the exclusive benefit of the Participants and Beneficiaries. Rights, privileges and options granted by this Agreement to you as Agreement Owner are not granted to Participants and their Beneficiaries. The assets and income of this Agreement may not be used for or diverted to purposes other than the exclusive benefit of the Participants and Beneficiaries, except as permitted under applicable law. The preceding sentence does not limit our exercise of the rights granted to us by this Agreement, including the right to deduct and retain amounts specified in the Agreement.

3.2 Assignment: Amounts in Participant Accounts, are nontransferable and cannot be sold, assigned, or pledged as security, for a loan or for any other purpose to any person other than us, except with our consent and as permitted under the Code, other applicable law, and this Agreement.

Your interest in this Agreement as Agreement Owner may be assigned only if we agree. You agree to give us such information as we reasonably request concerning any such proposed assignment. We assume no responsibility for the validity of any assignment.

3.3 Incontestability: We cannot cancel this Agreement because of any error of fact on the application at any time after two years from the Effective Date.

Section 4.0 General Provisions

4.1 The Agreement: This Agreement, the application for the Agreement, and any endorsements or riders, constitutes the entire Agreement. All statements in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void this Agreement or be used in defense of a claim under it unless contained in the application.

4.2 Agreement Modification: We may modify this Agreement at any time to comply with applicable law. This Agreement may be modified at any time by written agreement between you and us. No modification may operate in a manner inconsistent with this Section, unless required by applicable laws. Any modification of this Agreement requires the signature of our President, a Vice President, an Assistant Vice President or Secretary.

4.3 Non-Participating: This Agreement does not share in our surplus earnings. That portion of the Separate Account assets equal to the reserves and other Agreement liabilities are not chargeable with liabilities arising out of any other business we may conduct.

4.4 Communications and Notices: Unless otherwise agreed to by the Agreement Owner and The Hartford, all written communications and notices shall be sent by first class mail, postage pre-paid:

To The Hartford:
Hartford Life Insurance Company
Retirement Plans Group

1 Griffin Road, North
Windsor, CT 06095-1512

To the Agreement Owner, at its principal place of business.

4.5 Changes to the Funds and Separate Account: Where permitted by applicable law, we may:

(a) add new Funds to the Separate Account as new Sub-Accounts;

(b) make Sub-Accounts (including new Sub-Accounts) available to such classes of Agreement as we may determine;

(c) cease to offer any Sub-Account (including closing a Sub-Account to new Contributions and transfers of Agreement value) as necessary to respond to changes in applicable law, or any Fund-initiated changes, events or activity, including, but not limited to, Fund mergers, Fund liquidations, Fund closures or other Fund-initiated activity; and

(d) combine separate accounts, including the Separate Account.

We will send Agreement Owners any required notice of an applicable change to the Separate Account or a Fund's availability.

4.6 Overpayments/Underpayments: Any underpayments by us shall be made up immediately and any overpayments are first charged against future amounts payable.

4.7 Reports to the Agreement Owner: At least annually, we send you a statement of the Agreement value.

4.8 Voting Rights: We notify you of any Fund shareholders' meetings at which the Fund shares held for your account may be voted. We send proxy materials and instructions for you to instruct us to vote the Fund shares held for your account. We arrange for the handling and tallying of proxies received from Agreement Owners. We vote the Fund shares held by us in accordance with the instructions received from Agreement Owners. You may attend any meeting, where shares held for your benefit are voted.

If you give no instructions or leave the manner of voting discretionary, we will not vote Funds held for your account under this Agreement.

4.9 Experience Credits and Other Offsets: We may determine certain experience credits or other offsets under this Agreement based on Plan investments, administration, mortality, asset size, participation or other factors. Such credits or offsets may be applied, either prospectively or retrospectively, #30[as a reduction in the deduction for the Program and Administrative Charge, a reduction in the amount of the Annual Maintenance Fee, a reduction in the term or amount of any applicable Contingent Deferred Sales Charges, an increase in the rate of interest credited under the Agreement, as authorized Payments for Plan Related Expenses, for reduction of other Agreement fees, or for any combination of the foregoing]. We may apply and allocate experience credits or other offsets in such manner as we deem appropriate for the class of group variable funding agreements to which this Agreement belongs within the state of issue. Any such credit or offset will be computed for the group variable funding agreements of the same class in accordance with our administrative practice consistently applied. Experience Credits or Other Offsets may be discontinued in the event of a change in applicable factors.

4.10 Payments for Plan Related Expenses: If you direct and we agree, we may deduct amounts held under this Agreement to pay certain administrative expenses or other Plan related expenses including, but not limited to, fees to consultants, auditors, counsel, Hartford Life Insurance Company, or its affiliates, and any other Plan service providers. We call these payments “**Payments for Plan Related Expenses**”.

Such amounts are deducted under this Agreement pursuant to your instructions and paid to you or paid as you direct. We are under no obligation to determine whether payments for Plan related expenses are permissible under the Plan or applicable law. If we agree, amounts to be deducted pursuant to this Section may be included as an adjustment to the Program and Administrative Charge deducted from the Sub-Accounts. We do not assess a Contingent Deferred Sales Charge on Payments for Plan Related Expenses.

4.11 Nonwaiver: We may, in our sole discretion, elect not to exercise a right or reservation specified in this Agreement. Such election shall not constitute a waiver of the right to exercise such right or reservation at any subsequent time, nor shall it constitute a waiver of any other provisions of the Agreement.

4.12 Deactivation: We may prohibit new Contributions under this Agreement if we discontinue offering this Agreement form to the public. We call this deactivation. If we deactivate this Agreement, we will deactivate all group variable funding agreements of this class issued to other group variable funding agreement owners. The date of deactivation will be effective on a date specified by us, provided that we will give you at least #11[ninety (90) days] written notice.

4.13 Suspension of the Agreement: We may suspend this Agreement upon #11[ninety (90) days] written notice to you if you fail to assent to any modifications described in the Agreement Modification Section. Once the Agreement is suspended, we will not accept any more Contributions.

4.14 Governing Law: This Agreement will be governed and construed in accordance with the laws of the state of issuance and any applicable federal laws.

4.15 Plan Changes: The Agreement Owner will furnish, or cause to be furnished, to the Company a copy of the Plan, if any, which is funded by this Agreement. While this Agreement remains in-force, the Agreement Owner will also furnish a copy of each amendment to such Plan. The terms of the Plan in effect on the Effective Date of this Agreement apply to this Agreement. Plan amendments received by the Company will also apply to this Agreement unless the Company notifies the Agreement Owner otherwise within #11[ninety (90) days] following its receipt of the Plan amendment.

4.16 Information from the Agreement Owner: You, including your agents and administrators, agree to provide the Company the information we need to administer this Agreement. We are not responsible to perform under this Agreement until we receive, in satisfactory form, the information necessary to do so.

4.17 Transfer Amounts: Transfer Amounts will be applied or distributed either when we receive instructions from you in Good Order or as the Agreement provides. Interest is credited daily to these amounts beginning on the day after the Valuation Date and continuing until distributed or applied. The interest will be determined by us and may change from time to time provided we notify you. The changed rate becomes effective the first day of the month following the date we notified you. The rate will never be less than the Minimum Guaranteed Interest Rate.

Section 5.0 Surrenders and Transfers

5.1 Surrenders: You may request a Surrender of Agreement values at any time. We agree to pay Surrenders from the Agreement, upon your request in Good Order subject to any limitations and charges set forth in the Agreement. A full Surrender of all Agreement values under this Agreement will be paid as provided in the Agreement Discontinuance Section of this Agreement.

5.2 Partial Surrenders: You may request a partial Surrender of Agreement values at any time prior to Agreement Discontinuance. We will deduct any applicable Contingent Deferred Sales Charge. We waive the Contingent Deferred Sales Charge for Benefit Payments and for Payments for Plan Related Expenses. Partial Surrenders may be paid in a single sum or in installment payments for a designated period. The frequency of payments and length of the designated period are determined by mutual agreement. We may also agree to other payment options not prohibited by the Plan.

5.3#25a[General Account] Transfer and Surrender Limitations: This Agreement does not allow transfers and Surrenders of #25a[General Account] values prior to Agreement Discontinuance if the amount of any transfer or Surrender from the #25a[General Account] in any 12 month period exceeds #31[1/6th] of #25a[General Account] values under the Agreement as of the most recent month-end value from 1 year prior, unless we consent to the transfer or Surrender. This restriction does not apply to Benefit Payments.

5.4 Payment of Separate Account Surrender Value: We pay any request for Surrender of Agreement values in the Sub-Accounts within seven days after we receive your request in Good Order. However, we may postpone payment:

- (a) when the New York Stock Exchange is closed, or trading on the New York Stock Exchange is restricted;
- (b) when an emergency exists and as a result of which (1) disposal of the securities held in the Sub-Accounts is not reasonably practicable, or (2) it is not reasonably practicable for the value of the net assets of the Separate Account to be fairly determined; or
- (c) when the Securities and Exchange Commission may, by order, permit for the protection of Agreement Owners. The conditions under which trading will be deemed to be restricted or an emergency is deemed to exist is determined by rules and regulations of the Securities and Exchange Commission.

Section 6.0 Valuation Provisions

6.1 Net Contributions: The Net Contribution is equal to your Contribution minus any applicable taxes that we determine are allocable to this Agreement. We apply the Net Contribution to the #25a[General Account] or to purchase Accumulation Units in the Sub-Accounts that you have selected.

6.2 #25a[General Account] Values: We determine your #25a[General Account] values by crediting interest to amounts allocated to the #25a[General Account] under your Agreement. The provisions of this Agreement for crediting interest are shown in the Agreement Specifications.

6.3 Sub-Account Values: Sub-Account values are determined by multiplying the number of Accumulation Units by the Accumulation Unit Value.

(a) **Number of Accumulation Units:** We determine the number of Accumulation Units credited to each Sub-Account by dividing the Net Contribution allocated to a Sub-Account by the dollar

value of one Accumulation Unit for the Sub-Account. The number of Accumulation Units is not affected by any subsequent change in the value of such Accumulation Units.

(b) **Accumulation Unit Value:** We determine Accumulation Unit values by taking the Accumulation Unit value for the prior Valuation Day and multiplying it by the “**Net Investment Factor**” for the current Valuation Day. The Net Investment Factor is used to measure the investment performance of a Sub-Account from one Valuation Day to the next. The Accumulation Unit value in any Sub-Account may increase or decrease from day to day based on the Net Investment Factor.

6.4 Net Investment Factor: This Agreement provides for two methods for determining the Net Investment Factor. You chose the method that we use when you purchased the Agreement.

(a) **Method One**

The Net Investment Factor for each Sub-Account equals:

- (1) the net asset value per share plus applicable distributions per share of the corresponding Fund at the end of the current Valuation Day; divided by
- (2) the net asset value per share of the corresponding Fund at the end of the prior Valuation Day; multiplied by
- (3) the daily expense factor for the Program and Administrative Charge and any other applicable charges adjusted for the number of days in the period.

If you select Method One, we deduct the Program and Administrative Charge, and any other applicable charges, when Accumulation Unit values are determined each Valuation Day.

(b) **Method Two**

The Net Investment Factor for each Sub-Account equals:

- (1) the net asset value per share of the corresponding Fund at the end of the current Valuation Day; divided by
- (2) the net asset value per share of the corresponding Fund at the end of the prior Valuation Day.

Under Method Two, the value of any applicable Fund distributions per share creates additional Accumulation Units. If you select Method Two, we deduct the Program and Administrative Charge, and any other applicable charges, each calendar quarter by redeeming Accumulation Units in proportion to the amount of the charges. We assess the charges as a percentage of the average daily assets of the Sub-Accounts during the quarter.

Section 7.0 Death of Participant

7.1 Withdrawals at Death: In the event a Participant dies a death Benefit will be payable to the Beneficiary. The form of the death Benefit payable to the Beneficiary(ies) will be subject to the limitations of the Plan, if any, and the terms of this Agreement. The death Benefit shall be equal to the

Participant's Account value, reduced by any Premium Taxes not previously deducted, any unpaid fees or charges under the Agreement, and any outstanding loan indebtedness.

Section 8.0 Agreement Discontinuance Provisions

8.1 Notice and Date of Discontinuance; By Agreement Owner:

(a) You may discontinue this Agreement at any time by giving us written notice of your intent to discontinue. Upon receipt of your notice, we will contact you to confirm your proposed Transfer Date. Upon our receipt of your proposed Transfer Date in writing, we will prepare and send you a proposed discontinuance agreement that i) describes the #25a[General Account] payout options available to you under this Agreement, including the market value adjustment #32 [factor], if any, which shall apply to #25a[General Account] balances existing on the proposed Transfer Date, ii) discloses the Agreement charges, expenses and fees due under the Agreement, and iii) includes a Date of Discontinuance, a proposed Transfer Date, a quote Expiration Date, and a Reply Deadline ("**Discontinuance Agreement**"). To effect discontinuance on the terms of the proposed Discontinuance Agreement, you must sign and return the Discontinuance Agreement to us according to its terms in Good Order.

(b) (1) If we receive the Discontinuance Agreement in Good Order on or prior to the Reply Deadline, then the Agreement is deemed discontinued and Separate Account values will be paid in accordance with the Agreement, and #25a[General Account] values paid in accordance with the Discontinuance Agreement and the Agreement.

(2) If we receive the Discontinuance Agreement in Good Order after the Reply Deadline but on or before the Expiration Date, then we are not required to transfer applicable assets on the requested Transfer Date, however, we will make a good faith effort with you to establish a new transfer date consistent with this Agreement and the Discontinuance Agreement. If a new Transfer Date is not agreed to on or prior to the Expiration Date, then we will hold affected amounts in one lump sum as a Plan Transfer Amount under the Agreement. Amounts so held will be paid to the Agreement Owner, in a single, lump sum equal to the Net Surrender Value, subject to charges and expenses due under the Agreement Discontinuance Provisions, as of the Valuation Date coinciding with, or next following, the later of #11[90] days after the Discontinuance Date or #11[90] days after we recover all expenses due under the Agreement. If you request in writing a later payment date, we may, but are not required to, agree to your request. The Plan Transfer Amount earns interest for the benefit of the Plan at the Minimum Guaranteed Interest Rate.

(3) If we do not receive the Discontinuance Agreement in Good Order prior to the Expiration Date, then the Agreement continues in full force and effect until discontinued in accordance with the Agreement.

(4) If we receive the Discontinuance Agreement in Good Order prior to the Reply Deadline, but final payments are subsequently delayed or prevented due to the Agreement Owner's, or its designee's, request or inability to accept, authorize or support payment, then upon our notice of such delay ("**Notice of Delay**"), we will hold affected amounts in one lump sum as a Plan Transfer Amount under the Agreement. Amounts so held will be paid to the Agreement Owner, in a single, lump sum equal to the Net Surrender Value, subject to charges and expenses due under the Agreement Discontinuance Provisions, as of the Valuation Date coinciding with, or next following, the later of #11[90] days after the Discontinuance Date or #11[90] days after we recover all expenses due under the Agreement. If you request in writing a later payment date, we may, but are not required to, agree to your

request. The Plan Transfer Amount earns interest for the benefit of the Plan at the Minimum Guaranteed Interest Rate.

(c) The “**Date of Discontinuance**” shall be the Date of Discontinuance stated in your Discontinuance Agreement in Good Order. If the Date of Discontinuance is not a Valuation Day, then the next following Valuation Day shall be the Date of Discontinuance.

8.2: Notice and Date of Discontinuance; By Hartford:

(a) We may give you written notice that this Agreement is deemed to be discontinued if;

- (i) the Plan or Plan trust fails to maintain its special tax qualified or exempt status under #33[401(a)][457] of the Code;
- #34(ii) you fail to provide us information necessary for us to perform the Agreement and you fail to remedy the failure within #35[31] days from the date we notify you;
- (iii) the Plan trust is amended in a way that adversely affects our obligations under this Agreement;
- (iv) all group variable funding agreements in this class of business are amended, changed or altered due to changes in any applicable laws and we determine that our obligations under this Agreement or ability to maintain this class of business are thereby materially affected;
- (v) the assets held or the Participants covered under the Agreement are less than the amount required for the Agreement to be a group funding agreement under any applicable insurance law;
- (vi) you change such that you are no longer considered to be an entity which is authorized or eligible to sponsor this Agreement;
- (vii) no Contributions are made to us during any consecutive #36[12] month period;
- (viii) the stated Agreement term, if any, is over; or
- (ix) at any time the Contributions or balances are less than the amount required for this class of business under our underwriting standards in effect as of the Agreement Effective Date.]

(b) If we give you a discontinuance notice, the notice will specify a “**Date of Discontinuance**” that is at least #11 [ninety (90) days] from the date of the notice. If the Date of Discontinuance is not a Valuation Day, then the next following Valuation Day after the date specified in your discontinuance notice shall be the Date of Discontinuance.

(c) Together with your discontinuation notice we will send you a proposed discontinuance agreement that i) describes the #25a[General Account] payout options available to you under the Agreement, including the market value adjustment #32[factor], if any, which shall apply to #25a[General Account] balances existing on the Transfer Date, ii) discloses the Agreement charges, expenses and fees due under the Agreement, and iii) includes a Date of Discontinuance, an asset Transfer Date, and an Expiration Date (“**Discontinuance Agreement**”). If you would like to select a #25a[General Account] payout option, then you must sign and return the Discontinuance Agreement to us with your selection in Good Order on or before the Expiration Date. When we receive the Discontinuance Agreement in Good Order, Separate Account values will be paid in accordance with the Agreement, and #25a[General Account] values paid in accordance with the Discontinuance Agreement and the Agreement.

(d) If you notify us in writing that the reason for our discontinuance has been corrected within the #11[ninety (90) day] notice period, we will retract the notice of discontinuance.

8.3 Effect of Agreement Discontinuance: On and after the Date of Discontinuance, no Contributions may be made. As of the Date of Discontinuance, we reduce all Agreement values in the following order by:

- (a) #37[the charge for any applicable Premium Taxes not previously deducted;
- (b) the Annual Maintenance Fee as shown in the Agreement Specifications;
- (c) any applicable Contingent Deferred Sales Charge as shown in the Agreement Specifications; and
- (d) any other accrued and unpaid fees or charges under the Agreement.]

We call the resulting account value the “**Net Surrender Value**”. We pay the Net Surrender Value to the successor insurance company, trustee or custodian specified by the Agreement Owner under these Agreement Discontinuance Provisions.

8.4 Payment of Separate Account Values after Agreement Discontinuance: We pay the portion of your Net Surrender Value in the Separate Account within seven days after the Date of Discontinuance, unless payment is deferred under the Payment of Separate Account Surrender Value section of the Agreement, or unless otherwise agreed to by you and us.

8.5 Payment of #25a[General Account] Values after Agreement Discontinuance: You must elect to have us pay the portion of your Net Surrender Value in the #25a[General Account] under #38[either (a) the Book Value Installment Alternative, (b) the Book Value Lump Sum Alternative, or (c) the Market Value Adjustment Lump Sum Alternative. Your election must be received by us in Good Order.]

#38(a) Book Value Installment Alternative: We pay the Net Surrender Value in #39[six (6)] equal installments, plus interest, annually over a period of #40[five (5)] years. We pay the first installment within #41[thirty (30)] days after the Date of Discontinuance. We pay the remaining #40[five] installments, plus interest, on each anniversary of the Date of Discontinuance. This Alternative does not allow any transfers or Surrenders, including transfers to an Approved Plan Related Investment Account or Benefit Payments. The #39[six (6)] installments are the only payments we make.

We credit the Net Surrender Value with interest at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate per annum beginning on the Date of Discontinuance.]

#38(b) Book Value Lump Sum Alternative (Put Provision): If you elect this Alternative during the #41[sixty (60)] day period before the end of the #40[fifth] Agreement Year, we will pay the Net Surrender Value in one lump sum, such lump sum payment to be made not later than #36[twelve (12) months] after the end of the #40[fifth] Agreement Year.

We credit the Net Surrender Value with interest at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate per annum beginning on the Date of Discontinuance.]

#38(c) Market Value Adjustment Lump Sum Alternative: If you elect this Alternative, we will pay the discounted present value of the Book Value Installment Alternative described above in a single lump sum payment. We may defer payment for a period that is not longer than #41[thirty 30] days from the Date of Discontinuance.

This single lump sum payment will be equal to the greater of:

(1) The present value of each of the installment payments discounted back to the Date of Discontinuance at a rate equal to the annualized yield on the #43[U.S. Treasury Strip] #43a[plus 75 basis points,] or

(2) #44[90%] of all Contributions to the Agreement less all transfers and Surrenders from the Agreement accrued at a rate of interest that will not be less than the Minimum Guaranteed Interest Rate, less a charge for any applicable premium taxes and applicable Contingent Deferred Sales Charges.

However, the single lump sum will not exceed the Net Surrender Value.

#45[As used in this Section “U.S. Treasury Strip” means an instrument reflecting stripped coupon interest issued on U.S. Treasury obligations. If no such instrument is available, then we will select a comparable substitute.]

#46[Also, for purposes of this Section, the appropriate U.S. Treasury Strip annualized yield is the yield in the U.S. Treasury Strip with a maturity date that is closest to the date on which such installment payment is due as published on the date next following the Date of Discontinuance. We will select the source of such published rate.]]

8.6 Actions as a Result of Discontinuance Requests

If we take actions pursuant to your instructions as part of any discontinuance process, we are not responsible for any gains or losses to the Plan, Plan Participants, Plan Beneficiaries or you if discontinuance is stopped under the terms of this Agreement to allow the Agreement to continue in effect. We will reallocate amounts pursuant to your instructions received by us in Good Order.



Hartford Life

**HARTFORD LIFE INSURANCE COMPANY
1 Griffin Road, North
WINDSOR, CONNECTICUT 06095-1512**

Group Variable Funding Agreement

Nonparticipating

ALL PAYMENTS AND VALUES PROVIDED BY THIS AGREEMENT WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT. #2[THIS AGREEMENT CONTAINS A MARKET VALUE ADJUSTMENT FORMULA. APPLICATION OF THE FORMULA MAY RESULT IN A DOWNWARD ADJUSTMENT IN CASH SURRENDER BENEFITS.]



**MASTER APPLICATION FOR
GROUP VARIABLE FUNDING AGREEMENT**

**Hartford Life Insurance Company
1 Griffin Road, North
Windsor, CT 06095-1512**

Application is hereby made for a Group Variable Funding Agreement (the "Agreement"):

1. Application-Agreement Owner :

ABC Entity

123 Main Street

Street or P.O. Box

Anytown

CT

06111

City

State

Zip Code

Hospital

2. Nature of Applicant's Business: _____

January 1, 2009

3. Requested Effective Date of Agreement: _____

4. The Agreement Owner has elected (choose a method): **Method One** **Method Two** for the deduction of the Program and Administrative Charge and for the determination of the Net Investment Factor under the Agreement.

It is understood that all payments and values provided by the Agreement are the exclusive property of the Applicant-Agreement Owner and when based on the investment experience of a Separate Account, are variable and not guaranteed as to fixed dollar amount.

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

Dated at 123 Main Street, Anytown, CT this 1st day of January, 2009

For _____
ABC Entity
(Agreement Owner)

By _____
Registered Representative (Licensed Agent)

(Title)

SERFF Tracking Number: *HARL-125967127* *State:* *Arkansas*
Filing Company: *Hartford Life Insurance Company* *State Tracking Number:* *41211*
Company Tracking Number: *IPD HL-20326*
TOI: *A08G Group Annuities - Unallocated* *Sub-TOI:* *A08G.001 Funding Agreement*
Product Name: *Group Variable Annuity Funding Agreement*
Project Name/Number: *Funding Agreement/HL-20326*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HARL-125967127 State: Arkansas
Filing Company: Hartford Life Insurance Company State Tracking Number: 41211
Company Tracking Number: IPD HL-20326
TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.001 Funding Agreement
Product Name: Group Variable Annuity Funding Agreement
Project Name/Number: Funding Agreement/HL-20326

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 12/29/2008

Comments:

AR Certification

Attachment:

AR Cert Rule 49 & Act 197 of 1987.pdf

Review Status:

Satisfied -Name: Statement of Variables 12/29/2008

Comments:

Variable Material

Attachment:

Variable Material HL-20326 12-22-08.pdf

**ARKANSAS
POLICY FORM CERTIFICATION**

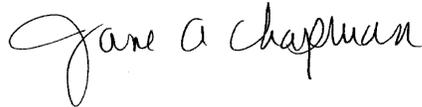
HARTFORD LIFE INSURANCE COMPANY

Form Number(s): HL-20326, HL-20327(AR)

Form Title(s): Group Variable Annuity Funding Agreement and Master application

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 49 and Arkansas Act 197 of 1987 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:

A handwritten signature in cursive script that reads "Jane A. Chapman".

Jane Chapman, CLU, FLMI, AIRC
Assistant Director
Life and Investment Products Compliance

Variable Material
Group Variable Funding Agreement HL-20326

Page	Variable Item	Description
1	1	This variable item allows for future changes in the Officer signatures to the Group Variable Funding Agreement.
1,19	2	This variable item will only be included as shown if the Agreement is sold with a market value adjustment lump sum alternative or omitted, if not.
2	3	These variable items are illustrative and will be client specific.
2	4	This variable item will appear as shown or as otherwise elected in Application Form HL-20327.
2	5	<p>This variable item will appear as shown or be replaced with the following based upon the terms of the sale, “New Money/ Old Money Rates: We credit your new Contributions with interest at a rate we declare for the #6[calendar quarter] in which they are received (the “Declared Interest Rate”). We will determine the Declared Interest Rate for any #6[quarter] at our discretion. We guarantee the Declared Interest Rate applicable to any #6[quarter] to the end of that calendar year. We will declare any change in the Declared Interest Rate before the start of the #6[quarter] to which the rate applies.</p> <p>For each subsequent calendar year, we will credit your existing #25a[General Account] with interest at a rate guaranteed for the entire year which will never be less than #7[3%], (the “Minimum Guaranteed Interest Rate”). We will determine the Declared Interest Rate applicable to a calendar year at the end of the preceding calendar year. We may, from time to time, credit interest rates in excess of the Minimum Guaranteed Interest Rate.</p> <p>The Declared Interest Rate will not be less than the Minimum Guaranteed Interest Rate. We will determine the Minimum Guaranteed Interest Rate such that the Net Surrender Value shall meet or exceed the nonforfeiture amount pursuant to state’s standard nonforfeiture law. In addition, we will determine the Minimum Guaranteed Interest Rate such that it shall meet or exceed the minimum nonforfeiture rate required by your state’s standard nonforfeiture law.</p>
2	6	This variable item will appear as shown or be revised to read “calendar year” or “year”, as appropriate.
2	6a	This variable item will appear as shown or replaced with “a twelve month period commencing on the Agreement Effective Date.”
2	7	This variable item will appear as shown or be revised to reflect a different minimum guarantee rate which will never be less than your state’s current standard non-forfeiture law.

Page	Variable Item	Description
2	8	This variable item will appear as shown or maybe revised to reflect the addition or deletion of another Separate Account.
2	9	This variable item will appear as shown, omitted or will be revised to reflect an amount that will never exceed \$1500.00.
2	10	This variable item will appear as shown, omitted or will be revised to reflect a schedule not to exceed the amounts shown or to reflect a different method of calculation and deduction.
3,12,15,16, 17	11	This variable item will appear as shown, but may be revised to reflect a period of not less than 90 days.
3	12	This variable item will appear as shown, be omitted or revised to reflect a lower fee, breakpoint or an alternative method of deduction. Such fee shall never exceed \$50.00. The Per Participant Fee may be revised to read as follows: "During the Accumulation Period ;[\$50.00] per Participant Account each calendar year."
2,3	13	This variable item will appear as shown or revised to reflect an annual or semi-annual basis for determining the Per Participant Fee or Annual Maintenance Fee.
3	14	This variable item will appear as shown or be revised to reflect a different method of deduction, or a different charge, but will never be revised to exceed a charge of greater than 2.00%.
4	15	This variable item will appear as shown or be revised to reflect the charges that may be billed or be omitted.
4	16	This variable item will appear as shown, or may be revised with a range from 31-60 days.
4	17	This variable item will appear as shown or may be omitted. The percentages and years reflected therein may vary to reflect the schedule agreed upon between Hartford Life and the Agreement Owner at the point of sale. Any schedule agreed to will never exceed (either in years or percentages) the schedule shown.
4	18	This variable item will appear as shown or be replaced with The following: "the Initial Contribution Transfer".
4	19	This variable item may appear as shown if the Contingent Deferred Sales Charges are waived, may be revised to reflect the waiver in accordance with the terms of the sale or omitted.
4	20	This variable item will appear as shown or may be omitted if a state does not assess premium taxes.
4	21	This variable item may appear as shown, be omitted, or revised based upon the terms of the sale.

Page	Variable Item	Description
1 thru 19	22	This variable item may be changed to reflect the appropriate section or page number.
6,9	23	This variable item will be included as shown; revised to add or delete terms appropriate to the Plan or the terms of the sale; or revised in accordance with changes to the Company's underwriting rules, to meet the needs of a specific Agreement Owner, or omitted in accordance with the terms of the sale.
6	24	This variable item will appear as shown, or may be omitted in accordance with the terms of the sale.
6	24a	This variable item will appear as shown or be replaced with "be #40[one- five] consecutive Agreement Years commencing on [xx] and ending on [xx]."
6	25	This variable item may be replaced with the following: "A period of 12 months commencing with the Effective Date of this Agreement and with any subsequent anniversary."
2,3,6,7,8,9 13,14,15,16,17	25a	This variable item will appear as shown when issued to a governmental Agreement Owner or revised to read "Fixed Account" when issued to a corporate Agreement Owner.
7	26	This variable item will appear when the "Initial Contribution Transfer" in the Contingent Deferred Sales Charge and Group Surrender Charge Offset are selected.
8	27	This variable item will appear as shown, or may be revised in the event that the Company can accommodate fractional allocations of less than 1% or a dollar amount less than \$10.00.
9	28	This variable item will be included as shown or, revised to reflect an ending date or, may be omitted with the terms of the sale or may be replaced by the following if an individual surrender charge offset is offered: "Surrender Charge Offset: An individual who is eligible to be a Participant and who is properly enrolled under the Plan may elect to transfer an amount to the Agreement from another investment provider. We will credit the transferred amount with a surrender charge offset equal to the charge imposed upon withdrawal from the prior investment vehicle not to exceed [7.00%] #29 of the value of the transferred amount determined as of the date of transfer (hereinafter the "Surrender Charge Offset"); provided, however, the Participant shall not be eligible for the Surrender Charge Offset unless, and until, we receive the transferred amount. Such offset shall be subject to the Company's verification of charges imposed by the prior investment provider."
10	29	This variable item will have a range from 0.00% to 7.00% and will be applied in a uniform and consistent manner to all Agreements within the same class of business.

Page	Variable Item	Description
11	30	This variable item will appear as shown, omitted or may be revised in accordance with the Company's underwriting rules.
13	31	This variable item will appear as shown or replaced with a maximum of 1/5 th or 20%.
15,16	32	This variable may appear as shown, omitted or revised to reflect a fixed amount.
16	33	This variable item will be revised to reflect either the 457 or 401 market.
16	34	This variable item will be revised to reflect the language appropriate to either the 401 or 457 market.
16	35	This variable item may appear as shown with a range between 31-120 days.
16	36	This variable item will appear as shown, or may be revised a range from 6 -24 months.
17	37	This variable item will appear as shown or be revised or omitted in accordance with the terms of the sale.
17	38	This variable item may reflect the payment method(s) available to the Agreement Owner.
17	39	This variable item will appear as shown or; may be revised with a range from 1-6.
17	40	This variable item will appear as shown or, may be revised with a range from 1-5.
17,18	41	This variable item may appear as shown with a range between 30-120 days.
18	43	<p>This variable item will be included as shown, or be revised to show one of the following:</p> <ul style="list-style-type: none"> • Salomon Brothers Weekly Index of Long Term Public Utilities rated Aa • Salomon Brothers Weekly Index of Current Coupon 30 year Federal National Mortgage Association Securities • The annualized mid-market five-yr swap rate • Merrill Lynch Corporate 1-10 yr index • Credit/ABS/CMBS portion of the Lehman/Barclays Agg index • Lehman/Barclays U.S. Credit Corporate Intermediates index • Composite of Lehman/Barclays indices as follows: <ul style="list-style-type: none"> ○ 39% U.S. Credit Investment Grade Industrial Intermediates

Page	Variable Item	Description (Continued)
		<ul style="list-style-type: none"> ○ 12% U.S. Credit Investment Grade Financial Intermediates ○ 13% U.S. Credit Investment Grade Utility Intermediates ○ 6% U.S. ABS ○ 17% CMBS ○ 10% U.S. MBS Agency Fixed Rate ○ 3% U.S. Corporate High Yield Intermediate
18	43a	This variable item will be included as shown, or may be deleted, or may be revised to read as “plus the option-adjusted spread on the”, followed by specific mention of one of the solid-bulleted items from variable item 43 above.
18	44	This variable item will appear as shown or revised to a percentage that is not greater than 100%.
18	45	This variable item will appear as shown or if U.S. Treasury Strip is not selected in #43, revised to read as “If any index referenced above becomes unavailable, then we will select a comparable substitute.”
18	46	This variable item will appear as shown or omitted if U.S. Treasury Strip is not selected in #43.