

SERFF Tracking Number: GARD-126208596 State: Arkansas
Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 43739
Inc.
Company Tracking Number: 09-GLWB
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: GLWB 2009
Project Name/Number: GLWB 2009/09-GLWB

Filing at a Glance

Company: The Guardian Insurance & Annuity Company Inc.

Product Name: GLWB 2009 SERFF Tr Num: GARD-126208596 State: Arkansas
TOI: A03I Individual Annuities - Deferred SERFF Status: Closed-Approved- State Tr Num: 43739
Variable Closed
Sub-TOI: A03I.002 Flexible Premium Co Tr Num: 09-GLWB State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Disposition Date: 10/12/2009
Authors: Lisa Capella, Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Carol Nardella, Monica Wilson, Connie Gelfat, Carline Hamilton, Kathleen Tobin
Date Submitted: 10/08/2009 Disposition Status: Approved-Closed
Implementation Date: Implementation Date:

Implementation Date Requested:
State Filing Description:

General Information

Project Name: GLWB 2009 Status of Filing in Domicile: Pending
Project Number: 09-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: 10/12/2009 Explanation for Other Group Market Type:
State Status Changed: 10/12/2009
Deemer Date: Created By: Louis A Conte
Submitted By: Peter Diggins Corresponding Filing Tracking Number:
Filing Description:
Re: The Guardian Insurance & Annuity Company, Inc. (GIAC)
Form 09-GLWB, Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider
Application forms EB-015465 and EB-015466

SERFF Tracking Number: GARD-126208596 State: Arkansas
Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 43739
Inc.
Company Tracking Number: 09-GLWB
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: GLWB 2009
Project Name/Number: GLWB 2009/09-GLWB
NAIC NO.: 429-78778 FEIN: 13-2656036

Enclosed for your review and approval are the above referenced forms. We intend to introduce these forms in December 2009 or upon approval by your Department, if later.

Please see Appendix A for the form numbers and approval dates of the forms being replaced and for the contract with which they will be used.

The GLWB 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 Guaranteed 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 Step-Up Date 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 within 90 days of the issue date of the rider.

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 contract.

This rider form is similar to the rider it is replacing. Other than some miscellaneous changes to some of the language the main difference is the calculation of the Cumulative Guarantee has been revised so that it uses premiums received in the first 90 days following the Issue Date instead of premiums paid during the first contract year. In addition a new

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Statement of Variability applicable to this rider is also included with this submission.

The application forms mentioned above will be used to apply for this rider and the contract stated in Appendix A. A statement of variability applicable to the applications forms is also included with this submission.

The forms 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 these forms, as they will be used with a variable annuity contract that is a security 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 submission 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

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7 Hanover Square 212-598-7436 [Phone]
H 25 A 212-919-2592 [FAX]
New York, NY 10004

Filing Company Information

The Guardian Insurance & Annuity Company CoCode: 78778 State of Domicile: Delaware
Inc.

SERFF Tracking Number: GARD-126208596 State: Arkansas
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 Product Name: GLWB 2009
 Project Name/Number: GLWB 2009/09-GLWB
 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

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? Yes
 Fee Explanation: DE (our domicile state) has fee of \$50 per form
 3 forms x \$50
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Insurance & Annuity Company Inc.	\$150.00	10/08/2009	31159558

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/12/2009	10/12/2009

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Disposition

Disposition Date: 10/12/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Appendix A	Yes	Yes
Supporting Document	Statements of Variability	Yes	Yes
Supporting Document	Arkansas Certification	Yes	Yes
Form	GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER (GLWB)	Yes	Yes
Form	Variable Annuity Application	Yes	Yes
Form	Variable Annuity Application	Yes	Yes

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Form Schedule

Lead Form Number: 09-GLWB

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	09-GLWB	Policy/Contract/Fratern al WITHDRAWAL Certificate: BENEFIT RIDER Amendmen (GLWB) t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 08-GLWB Previous Filing #:	0.000	09-GLWB.pdf
	EB-015465	Application/Variable Annuity Enrollment Application Form	Revised	Replaced Form #: EB-015390 Previous Filing #:	0.000	EB-015465.pdf
	EB-015466	Application/Variable Annuity Enrollment Application Form	Revised	Replaced Form #: EB-015389 Previous Filing #:	0.000	EB-015466.pdf

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: [\$6,000,000]

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 Earlier of First Withdrawal or Entry into Settlement Phase	Applicable Lifetime Withdrawal Percentage
	[59 & Under]	[3%]
	[60-64]	[4%]
	[65-69]	[4.5%]
	[70-79]	[5%]
	[80+]	[6%]

Rider Fee Percentage: [2.10%]

Maximum Rider Fee Percentage: [4.00%]

Step-Up Dates: [The Step-Up Dates are each annual 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

The Primary Covered Person is the Annuitant under the Basic Contract and is shown in the Specifications section. 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 opposite-sex 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, the date the rider enters the Settlement Phase or the Annuity Commencement Date. 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 pursuant to an owner request, 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 must be the annuitant under the Basic Contract and, except in the event of a Non-Natural Owner, must also be an owner under the Basic Contract;
- 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 shown in the Specifications section also 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 total of all premiums received at our Customer Service Office during the first 90 days of the Basic Contract beginning with and including the Issue Date of the Basic Contract; plus
- (ii) any premium payments received after the first 90 days of the Basic Contract.

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, the date the rider enters the Settlement Phase or the Annuity Commencement Date. 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 deducted 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 owner's ability to allocate all or a portion of a premium payment to an Allocation Option, transfer all or a portion of the Accumulation Value to any Allocation Option and/or limit transfers between Allocation Options;
- Specify minimum and maximum percentages of Accumulation Value that the owner may have allocated to any Allocation Option and/or group of Allocation Options;
- Require that all or a portion of premium payment(s) and/or Accumulation Value be allocated in accordance with an allocation model chosen by the owner from among one or more specified allocation models (consisting of Allocation Options in pre-set allocation percentages);
- Require that certain Allocation Options be chosen for the allocation of premium payment(s) and/or transfer of Accumulation Value only if the owner also allocates (or has allocated) premium payments and/or Accumulation Value in certain other specified Allocation Options;
- Add, close, eliminate or substitute allocation models, Allocation Options and/or the Allocations Options that comprise each allocation model;
- Add or eliminate allocation models and/or Allocation Options as eligible investment options under the rider;
- Restrict transfers between allocation models; and
- Require periodic rebalancing of Accumulation Value in accordance with the allocation model allocation percentages.

Premium payments and transfer requests must comply with any restrictions imposed by GIAC in accordance with the preceding paragraph. GIAC will reject any request that does not comply with such restrictions.

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

If this rider is:

- still in effect on the Annuity Commencement Date; 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 annual 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 annual 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.

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

The Guardian Insurance & Annuity Company, Inc.



Secretary

[The Guardian Investor Variable Annuity B SeriesSM]

A flexible premium deferred variable annuity

Variable Annuity Application

(See last page for mailing address)



GUARDIAN[®]

The Guardian Insurance & Annuity Company, Inc. (GIAC) Domiciled in Delaware
 [Customer Service Office: 3900 Burgess Place, Bethlehem, PA 18017]

Accumulation Values in the contract being applied for that are based on variable investments may increase or decrease, and are not guaranteed as to a fixed dollar amount.

1. CONTRACT TYPE

Check either Non-Qualified or one of the Qualified Contract Types:

Non-Qualified (NQ)
 Traditional IRA
 Roth IRA
 Roth Conversion IRA
 Custodial IRA
 SEP IRA
 Inherited Traditional IRA*
 Inherited Roth IRA*
 401(k)
 SIMPLE IRA**
 401(a) _____
* Complete Inherited IRA Supplement ** Complete SIMPLE IRA Summary Agreement
(Indicate type of qualified plan)

2. PREMIUM PAYMENT INSTRUCTIONS

Initial Premium Payment: \$_____. (Minimum of[\$5,000]for Non-Qualified Contracts[\$2,000]for Qualified Contracts.)

(Minimum of[\$5,000]required to elect the Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider in Section 5.)

Payment Method: Check (payable to GIAC)
 Wire
 I035 Exchange
 Rollover
 Direct Transfer
 CD/Mutual Fund Transfer

3. ACCOUNT REGISTRATION

Owner Check One: Male
 Female
 Trust*
 Custodial IRA/Roth
 Qualified Plan (Fill in Name as: "Trustee(s) for _____")*

* Complete Trust Certification form

Name John Doe	SS# or Tax ID# 123 45 6789	Date of Birth (mm/dd/yyyy) 12/15/1970	
Primary Residential Address 45 Main Street	City Anytown	State PA	Zip 12345
Mailing Address (Required if different from primary residential address)	City	State	Zip
E-mail JDoe@hotmail.com	Daytime Telephone (123) 222-3456		

Joint Owner (If any - not available for Qualified Contracts) Check One: Male
 Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy)	
Primary Residential Address	City	State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other	E-mail	Daytime Telephone	

Annuitant (Complete only if different from **Owner**, above) Check One: Male
 Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy)	
Primary Residential Address	City	State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other	E-mail	Daytime Telephone	

4. BENEFICIARY (If Spousal GLWB is elected in Section 5, the Spouse must be the sole primary beneficiary)

The percentage allocated to primary and contingent beneficiaries must each add up to 100%. Attach a separate sheet if necessary (signed and dated).

Primary Beneficiary Name/Address	Relationship to Owner	Whole %	Mandatory if Spousal GLWB is Elected	
			SS# or Tax ID#	Date of Birth
Jane Doe, 45 Main Street, Anytown, PA 12345	spouse	100	789 67 4321	1/15/68
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	Optional, but Recommended
				SS# or Tax ID# Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	Optional, but Recommended
				SS# or Tax ID# Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	Optional, but Recommended
				SS# or Tax ID# Date of Birth



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5. LIVING BENEFIT RIDER (OPTIONAL) (Minimum age of any owner or covered person is 45; maximum age is 80)

Guaranteed Lifetime Withdrawal Benefit (GLWB) - If you choose this option, skip Sections 6, 7 and 8. Minimum premium:[\$5,000.]

Choose One Option:

- Guardian Target 300SM
- Guardian Target 200SM
- Guardian Target NowSM

Note: For Guardian Target 200 and Guardian Target 300, **any** withdrawals, including Required Minimum Distributions, prior to the 10th and/or 15th anniversaries, as applicable, will void the 200% and/or 300% cumulative guarantees provided by the rider.

Choose One Version: Single Life Spousal (Minimum age for spouse is 45; maximum age is 80)

Optional Death Benefit: I elect the Optional Death Benefit provided by GLWB.

Choose One Allocation Model:

- Conservative (40% Equity/60% Fixed Income)
- Moderate (60% Equity/40% Fixed Income)
- Aggressive (80% Equity/20% Fixed Income)

Conservative 40/60 Model	Moderate 60/40 Model	Aggressive 80/20 Model
Equity	Equity	Equity
RS Large Cap Alpha VIP Series 6 %	RS Large Cap Alpha VIP Series 8 %	RS Large Cap Alpha VIP Series 10 %
Fidelity VIP Contrafund Portfolio 5 %	Fidelity VIP Contrafund Portfolio 7 %	Fidelity VIP Contrafund Portfolio 10 %
BlackRock Large Cap Core V.I. Fund 5 %	BlackRock Large Cap Core V.I. Fund 7 %	BlackRock Large Cap Core V.I. Fund 10 %
Evergreen VA International Equity Fund 5 %	Evergreen VA International Equity Fund 5 %	Evergreen VA International Equity Fund 8 %
Pioneer Cullen Value VCT Portfolio 4 %	Pioneer Cullen Value VCT Portfolio 5 %	Pioneer Cullen Value VCT Portfolio 7 %
Oppenheimer Capital Appreciation Fund/VA 4 %	Oppenheimer Capital Appreciation Fund/VA 5 %	Oppenheimer Capital Appreciation Fund/VA 7 %
Pioneer Mid Cap Value VCT Portfolio 4 %	Pioneer Mid Cap Value VCT Portfolio 5 %	Pioneer Mid Cap Value VCT Portfolio 6 %
Fidelity VIP Mid Cap Portfolio 3 %	Fidelity VIP Mid Cap Portfolio 4 %	Fidelity VIP Mid Cap Portfolio 6 %
Oppenheimer Main Street Small Cap Fund/VA 2 %	Oppenheimer Main Street Small Cap Fund/VA 4 %	Oppenheimer Main Street Small Cap Fund/VA 5 %
Columbia Small Cap Value Fund, Variable Series 2 %	AllianceBernstein VPS International Value Portfolio 2 %	AllianceBernstein VPS International Value Portfolio 3 %
Fixed Income	Fixed Income	Fixed Income
Oppenheimer Strategic Bond Fund/VA 15 %	Columbia Small Cap Value Fund, Variable Series 2 %	Columbia Small Cap Value Fund, Variable Series 2 %
RS Investment Quality Bond VIP Series 13 %	Seligman Communications & Information Portfolio 2 %	Franklin Small Cap Value Securities Fund 2 %
PIMCO Total Return Portfolio 13 %	Franklin Small Cap Value Securities Fund 2 %	Seligman Communications & Information Portfolio 2 %
Franklin U.S. Government Fund 10 %	MFS Utilities Series 2 %	MFS Utilities Series 2 %
RS Low Duration Bond VIP Series 9 %	Fixed Income	Fixed Income
	Oppenheimer Strategic Bond Fund/VA 10 %	Oppenheimer Strategic Bond Fund/VA 5 %
	RS Investment Quality Bond VIP Series 9 %	RS Investment Quality Bond VIP Series 5 %
	PIMCO Total Return Portfolio 8 %	PIMCO Total Return Portfolio 4 %
	Franklin U.S. Government Fund 7 %	Franklin U.S. Government Fund 3 %
	RS Low Duration Bond VIP Series 6 %	RS Low Duration Bond VIP Series 3 %



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6. DEATH BENEFIT RIDERS (OPTIONAL) (Skip this section if you elected GLWB in Section 5)

Highest Anniversary Value Death Benefit Earnings Benefit

If you have NOT elected the Guaranteed Lifetime Withdrawal Benefit complete Section 7, below.

7. INVESTMENT ALLOCATION INSTRUCTIONS (Skip this section if you elected GLWB in Section 5)

Payment Allocation for Contracts WITHOUT Guaranteed Lifetime Withdrawal Benefit

Indicate how you would like to allocate your initial premium payment and future payments. You may allocate your premium to a maximum of 20 allocation options. The maximum percentage you can allocate to the Fixed-Rate Option is 25%. Whole percentages only; no fractions.

<p>FIXED-RATE OPTION _____ % Fixed-Rate Option (25% Maximum)</p> <p>RS INVESTMENTS _____ % RS Large Cap Alpha VIP Series _____ % RS Emerging Markets VIP Series _____ % RS Global Natural Resources VIP Series _____ % RS High Yield Bond VIP Series _____ % RS International Growth VIP Series _____ % RS Investment Quality Bond VIP Series _____ % RS Low Duration Bond VIP Series _____ % RS Money Market VIP Series _____ % RS Partners VIP Series _____ % RS S&P 500 Index VIP Series _____ % RS Small Cap Growth Equity VIP Series</p> <p>INVESCO AIM _____ % AIM V.I. Core Equity Fund _____ % AIM V.I. Global Real Estate Fund _____ % AIM V.I. Mid Cap Core Equity Fund</p> <p>ALGER _____ % Alger American Capital Appreciation Portfolio</p> <p>ALLIANCE BERNSTEIN _____ % AllianceBernstein VPS International Value Portfolio</p> <p>BLACKROCK _____ % BlackRock Global Allocation V.I. Fund _____ % BlackRock Large Cap Core V.I. Fund _____ % BlackRock Large Cap Value V.I. Fund</p>	<p>COLUMBIA _____ % Columbia Asset Allocation Fund, Variable Series _____ % Columbia Marsico 21st Century Fund, Variable Series _____ % Columbia Marsico Growth Fund, Variable Series _____ % Columbia Small Cap Value Fund, Variable Series _____ % Columbia Small Company Growth Fund, Variable Series</p> <p>DAVIS _____ % Davis Financial Portfolio</p> <p>EVERGREEN _____ % Evergreen VA International Equity Fund _____ % Evergreen VA Special Values Fund</p> <p>FIDELITY _____ % Fidelity VIP Contrafund Portfolio _____ % Fidelity VIP Investment Grade Bond Portfolio _____ % Fidelity VIP Mid Cap Portfolio _____ % Fidelity VIP Overseas Portfolio</p> <p>FRANKLIN TEMPLETON _____ % Franklin Income Securities Fund _____ % Franklin Small Cap Value Securities Fund _____ % Franklin U.S. Government Fund _____ % Mutual Shares Securities Fund _____ % Templeton Global Bond Securities Fund _____ % Templeton Growth Securities Fund</p>	<p>MFS _____ % MFS Growth Series _____ % MFS Utilities Series _____ % MFS Value Series</p> <p>OPPENHEIMER _____ % Oppenheimer Capital Appreciation Fund/VA _____ % Oppenheimer International Growth Fund/VA _____ % Oppenheimer Main Street Small Cap Fund/VA _____ % Oppenheimer Strategic Bond Fund/VA</p> <p>PIMCO _____ % PIMCO Low Duration Portfolio _____ % PIMCO Real Return Portfolio _____ % PIMCO Total Return Portfolio</p> <p>PIONEER _____ % Pioneer Cullen Value VCT Portfolio _____ % Pioneer Equity Income VCT Portfolio _____ % Pioneer Fund VCT Portfolio _____ % Pioneer Mid Cap Value VCT Portfolio</p> <p>SELIGMAN _____ % Seligman Communications and Information Portfolio</p> <p>VALUE LINE _____ % Value Line Strategic Asset Management Trust</p> <p>VAN KAMPEN _____ % Van Kampen UIF U.S. Mid Cap Value Portfolio _____ % TOTAL (must equal 100%)</p>
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8. DOLLAR COST AVERAGING ELECTION (DCA) (OPTIONAL) (Skip this section if you elected GLWB in Section 5)

If you elect a DCA program, transfers will be allocated as indicated in Section 7, above. **Note: You cannot select the Fixed-Rate Option as a destination allocation option above if you elect a Dollar Cost Averaging program. Also, you cannot select the [RS Money Market VIP Series] as a destination allocation option above if you elect Standard Dollar Cost Averaging.** You can only invest in a maximum of 20 allocation options at one time (this includes the required [RS Money Market VIP Series] if Standard Dollar Cost Averaging is elected).

Choose One: I elect Dollar Cost Averaging PLUS. (Complete Sections 8A and 7.)
 I elect Standard Dollar Cost Averaging. (Complete Sections 8B and 7.)

8A : Dollar Cost Averaging PLUS **Note: The duration of this program may not continue beyond the Annuity Commencement Date.**
 Choose one of the following exchange options: 6 Transfer Option (\$5,000 minimum initial program balance)
 12 Transfer Option (\$5,000 minimum initial program balance)

8B : Standard Dollar Cost Averaging **Note: The duration selection may not continue beyond the Annuity Commencement Date.**
 Choose one of the following monthly exchanges:
 RS Money Market VIP Series (\$10,000 minimum initial program balance): 12 Months 24 Months 36 Months



9. OWNER TRANSFER AUTHORIZATION (OPTIONAL)

If you do not complete this section you must submit transfers/changes in writing and will not be able to make transfers/changes via telephone or in other formats acceptable to GIAC. In order to authorize such instructions, you must select a Personal Identification Number (PIN) and check the box below.

Note: Your Registered Representative cannot use this PIN to make transfers/changes to your account.

Select any 5-digit number as your PIN: Keep this number in a safe place for future reference.

By selecting a PIN, I authorize the Company to accept instructions for transfers/changes among allocation options, for changes in future payment allocations, and for address changes.

If you have elected the Guaranteed Lifetime Withdrawal Benefit, you may only make transfers from one allocation model to another; you are allowed one such transfer per quarter.

10. REGISTERED REPRESENTATIVE TRANSFER AUTHORIZATION (OPTIONAL)

YES I authorize GIAC to act upon instructions given in a format acceptable to GIAC from the Agent/Registered Representative who has signed Section 15 of this application (the "Representative") or any Agent/Registered Representative from the Broker/Dealer of record on the account as set forth in Section 15 who can furnish proper identification to: (i) transfer accumulation value among allocation options, (ii) make changes in future payment allocations, (iii) make GLVB model-to-model allocation changes, (iv) terminate portfolio rebalancing, or (v) provide or clarify certain missing or unclear information on this application. GIAC will use reasonable procedures to confirm that instructions were communicated only by an authorized person and, so long as these procedures are followed, GIAC and its affiliates, their directors, trustees, officers, employees, representatives and/or agents shall not be liable for losses arising from acting upon such instructions including losses arising from the failure of any Registered Representatives to obtain my specific authorization.

GIAC will continue to act upon this authorization until the earlier of such time as (i) I revoke this authorization by written notification to GIAC or (ii) the Representative is no longer the agent of record on the contract being applied for. GIAC reserves the right to terminate this program at any time.

I understand this authorization is not an investment advisory service or program. Any instruction communicated to GIAC by any Registered Representative will be an instruction I have specifically authorized.

11. STATEMENT OF ADDITIONAL INFORMATION (OPTIONAL)

Please send me a copy of the Statement of Additional Information to the prospectus.

12. REPLACEMENT INFORMATION (REQUIRED)

IMPORTANT - THIS SECTION MUST BE COMPLETED IN FULL

Do you have an existing life insurance policy or annuity contract? Yes No
Is this annuity intended to replace all or part of any other annuity contract or life insurance policy? Yes No

If you answer "Yes" to either question, consult the state's replacement rules and complete any required replacement forms. Also, provide the information below on all contracts or policies to be replaced (Attach a separate sheet if necessary):

Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #

13. CONTRACT STATE (Required if signing this application in a state other than your state of primary residence)

The contract state is your state of primary residence (Owner's primary residential address from Section 3) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

I have a second residence in the state of signing. I work or conduct business in the state of signing.

If none of the above apply, the application must be signed in your state of primary residence.



14. SIGNATURES (REQUIRED)

Fraud Warnings

FOR RESIDENTS OF ARKANSAS, KENTUCKY, LOUISIANA, NEW MEXICO, OHIO AND PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

FOR RESIDENTS OF DISTRICT OF COLUMBIA (WASHINGTON D.C.) AND MARYLAND: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FOR RESIDENTS OF FLORIDA: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

FOR RESIDENTS OF MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to any insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

FOR RESIDENTS OF NEW JERSEY: Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FOR RESIDENTS OF OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Acknowledgements

As owner of this annuity, I represent the following: (1) To the best of my knowledge and belief, all statements in this application are complete and true and were correctly recorded; (2) **I AM IN RECEIPT OF THE CURRENT PROSPECTUS FOR THIS ANNUITY CONTRACT;** (3) I understand that the contract applied for will not begin until the later of: (a) contract issue, or (b) GIAC's receipt of the first contract premium; (4) I understand that GIAC has the unilateral right to determine if any contract can be issued and that only GIAC can waive or modify any terms of this application or any GIAC contract requirements; (5) I understand that GIAC has the right to restrict the amount of a premium payment that can be allocated to the Fixed-Rate Option. **I further understand that federal law requires all financial institutions to obtain and record information that identifies each person who applies for a variable annuity. To meet this requirement GIAC asks for my name, social security number, street address, date of birth and other information to verify my identity. Failure to provide this information could result in the annuity contract not being issued. Under penalties of perjury, I certify that I am not subject to backup withholding and my correct Social Security or Tax ID# is given above.**

Accumulation values in the contract being applied for that are based on variable investments may increase or decrease, and are not guaranteed as to a fixed dollar amount.

Signature of Owner / Authorized Person X John Doe		Signature of Joint Owner (if any) X	
Signed at City Anytown	State PA	Date 12/01/09	



EB-01546512090105

15. AGENT/REGISTERED REPRESENTATIVE SIGNATURE (REQUIRED)

As Agent/Registered Representative, I certify witnessing the owner(s) signature(s) on this application and that the answer to the following questions are true to the best of my knowledge and belief.

Does this applicant have an existing life insurance policy or annuity contract? Yes No

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy? Yes No

If the Owner has elected Registered Representative Transfer Authorization, I certify that any instructions communicated to GIAC by any Registered Representative from the Broker/Dealer of record on the account will be an instruction specifically authorized by the Owner.

Print Name of Agent/Registered Representative		Split _____ %	Print Name of Broker/Dealer			
Signature of Agent/Registered Representative X <i>Jack Smith</i>			Branch Office Street Address			
E-mail	Branch No./R.R. No.		Branch Office	City	State	Zip
State License # (For Florida Agents Only)			Tel.		Fax	

Print Name of Co-Agent/Registered Representative (If any)		Split _____ %
E-mail	Branch No./R.R. No.	
State License # (For Florida Agents Only)		

Note: Include each Agent/Registered Representative's full name and R.R. No. and % commission split (if applicable). We cannot process team codes.

Agent / Registered Representative Use Only (select one): Option A - No Trail Option B - Trail (Trail begins after 1 year.)

Send completed application and check (payable to The Guardian Insurance & Annuity Company, Inc.) to:	Regular Mail: The Guardian Insurance & Annuity Company, Inc. Variable Annuity Administration P.O. Box 26210 Lehigh Valley, PA 18002-6210	Express Mail: The Guardian Insurance & Annuity Company, Inc. Variable Annuity Administration 3900 Burgess Place Bethlehem, PA 18017

This space for use of GIAC



EB-01546512090106

[The Guardian Investor Variable Annuity L SeriesSM]

A flexible premium deferred variable annuity

Variable Annuity Application

(See last page for mailing address)



GUARDIAN[®]

The Guardian Insurance & Annuity Company, Inc. (GIAC) Domiciled in Delaware
 [Customer Service Office: 3900 Burgess Place, Bethlehem, PA 18017]

Accumulation Values in the contract being applied for that are based on variable investments may increase or decrease, and are not guaranteed as to a fixed dollar amount.

1. CONTRACT TYPE

Check either Non-Qualified or one of the Qualified Contract Types:

Non-Qualified (NQ)
 Traditional IRA
 Roth IRA
 Roth Conversion IRA
 Custodial IRA
 SEP IRA
 Inherited Traditional IRA*
 Inherited Roth IRA*
 401(k)
 SIMPLE IRA**
 401(a) _____
* Complete Inherited IRA Supplement ** Complete SIMPLE IRA Summary Agreement
(Indicate type of qualified plan)

2. PREMIUM PAYMENT INSTRUCTIONS

Initial Premium Payment: \$_____. (Minimum of[\$10,000]for Non-Qualified Contracts,[\$2,000]for Qualified Contracts.)

(Minimum of[\$5,000]required to elect the Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider in Section 5.)

Payment Method: Check (payable to GIAC)
 Wire
 I035 Exchange
 Rollover
 Direct Transfer
 CD/Mutual Fund Transfer

3. ACCOUNT REGISTRATION

Owner Check One: Male
 Female
 Trust*
 Custodial IRA/Roth
 Qualified Plan (Fill in Name as: "Trustee(s) for _____")*

* Complete Trust Certification form

Name John Doe	SS# or Tax ID# 123 45 6789	Date of Birth (mm/dd/yyyy) 12/15/1970	
Primary Residential Address 45 Main Street	City Anytown	State PA	Zip 12345
Mailing Address (Required if different from primary residential address)	City	State	Zip
E-mail JDoe@hotmail.com		Daytime Telephone (123) 222-3456	

Joint Owner (If any - not available for Qualified Contracts) Check One: Male
 Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy)	
Primary Residential Address	City	State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other	E-mail	Daytime Telephone	

Annuitant (Complete only if different from Owner, above) Check One: Male
 Female

Name	SS# or Tax ID#	Date of Birth (mm/dd/yyyy)	
Primary Residential Address	City	State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other	E-mail	Daytime Telephone	

4. BENEFICIARY (If Spousal GLWB is elected in Section 5, the Spouse must be the sole primary beneficiary)

The percentage allocated to primary and contingent beneficiaries must each add up to 100%. Attach a separate sheet if necessary (signed and dated).

Primary Beneficiary Name/Address Jane Doe, 45 Main Street, Anytown, PA 12345	Relationship to Owner spouse	Whole % 100	<i>Mandatory if Spousal GLWB is Elected</i>	
			SS# or Tax ID# 789 67 4321	Date of Birth 1/15/68
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	<i>Optional, but Recommended</i>
				SS# or Tax ID# Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	<i>Optional, but Recommended</i>
				SS# or Tax ID# Date of Birth
<input type="checkbox"/> Primary or <input type="checkbox"/> Contingent	Name/Address	Relationship to Owner	Whole %	<i>Optional, but Recommended</i>
				SS# or Tax ID# Date of Birth



EB-01546612090101

5. LIVING BENEFIT RIDER (OPTIONAL) (Minimum age of any owner or covered person is 45; maximum age is 80)

Guaranteed Lifetime Withdrawal Benefit (GLWB) - If you choose this option, skip Sections 6, 7 and 8. Minimum premium:[\$5,000.]

Choose One Option:

- Guardian Target 300SM
- Guardian Target 200SM
- Guardian Target NowSM

Note: For Guardian Target 200 and Guardian Target 300, **any** withdrawals, including Required Minimum Distributions, prior to the 10th and/or 15th anniversaries, as applicable, will void the 200% and/or 300% cumulative guarantees provided by the rider.

Choose One Version: Single Life Spousal (Minimum age for spouse is 45; maximum age is 80)

Optional Death Benefit: I elect the Optional Death Benefit provided by GLWB.

Choose One Allocation Model:

- Conservative (40% Equity/60% Fixed Income)
- Moderate (60% Equity/40% Fixed Income)
- Aggressive (80% Equity/20% Fixed Income)

Conservative 40/60 Model	Moderate 60/40 Model	Aggressive 80/20 Model
Equity	Equity	Equity
RS Large Cap Alpha VIP Series 6 %	RS Large Cap Alpha VIP Series 8 %	RS Large Cap Alpha VIP Series 10 %
Fidelity VIP Contrafund Portfolio 5 %	Fidelity VIP Contrafund Portfolio 7 %	Fidelity VIP Contrafund Portfolio 10 %
BlackRock Large Cap Core V.I. Fund 5 %	BlackRock Large Cap Core V.I. Fund 7 %	BlackRock Large Cap Core V.I. Fund 10 %
Evergreen VA International Equity Fund 5 %	Evergreen VA International Equity Fund 5 %	Evergreen VA International Equity Fund 8 %
Pioneer Cullen Value VCT Portfolio 4 %	Pioneer Cullen Value VCT Portfolio 5 %	Pioneer Cullen Value VCT Portfolio 7 %
Oppenheimer Capital Appreciation Fund/VA 4 %	Oppenheimer Capital Appreciation Fund/VA 5 %	Oppenheimer Capital Appreciation Fund/VA 7 %
Pioneer Mid Cap Value VCT Portfolio 4 %	Pioneer Mid Cap Value VCT Portfolio 5 %	Pioneer Mid Cap Value VCT Portfolio 6 %
Fidelity VIP Mid Cap Portfolio 3 %	Fidelity VIP Mid Cap Portfolio 4 %	Fidelity VIP Mid Cap Portfolio 6 %
Oppenheimer Main Street Small Cap Fund/VA 2 %	Oppenheimer Main Street Small Cap Fund/VA 4 %	Oppenheimer Main Street Small Cap Fund/VA 5 %
Columbia Small Cap Value Fund, Variable Series 2 %	AllianceBernstein VPS International Value Portfolio 2 %	AllianceBernstein VPS International Value Portfolio 3 %
Fixed Income	Fixed Income	Fixed Income
Oppenheimer Strategic Bond Fund/VA 15 %	Columbia Small Cap Value Fund, Variable Series 2 %	Columbia Small Cap Value Fund, Variable Series 2 %
RS Investment Quality Bond VIP Series 13 %	Seligman Communications & Information Portfolio 2 %	Franklin Small Cap Value Securities Fund 2 %
PIMCO Total Return Portfolio 13 %	Franklin Small Cap Value Securities Fund 2 %	Seligman Communications & Information Portfolio 2 %
Franklin U.S. Government Fund 10 %	MFS Utilities Series 2 %	MFS Utilities Series 2 %
RS Low Duration Bond VIP Series 9 %	Fixed Income	Fixed Income
	Oppenheimer Strategic Bond Fund/VA 10 %	Oppenheimer Strategic Bond Fund/VA 5 %
	RS Investment Quality Bond VIP Series 9 %	RS Investment Quality Bond VIP Series 5 %
	PIMCO Total Return Portfolio 8 %	PIMCO Total Return Portfolio 4 %
	Franklin U.S. Government Fund 7 %	Franklin U.S. Government Fund 3 %
	RS Low Duration Bond VIP Series 6 %	RS Low Duration Bond VIP Series 3 %



EB-01546612090102

6. DEATH BENEFIT RIDERS (OPTIONAL) (Skip this section if you elected GLWB in Section 5)

Highest Anniversary Value Death Benefit Earnings Benefit

If you have NOT elected the Guaranteed Lifetime Withdrawal Benefit complete Section 7, below.

7. INVESTMENT ALLOCATION INSTRUCTIONS (Skip this section if you elected GLWB in Section 5)

Payment Allocation for Contracts WITHOUT Guaranteed Lifetime Withdrawal Benefit

Indicate how you would like to allocate your initial premium payment and future payments. You may allocate your premium to a maximum of 20 allocation options. The maximum percentage you can allocate to the Fixed-Rate Option is 25%. Whole percentages only; no fractions.

<p>FIXED-RATE OPTION _____ % Fixed-Rate Option (25% Maximum)</p> <p>RS INVESTMENTS _____ % RS Large Cap Alpha VIP Series _____ % RS Emerging Markets VIP Series _____ % RS Global Natural Resources VIP Series _____ % RS High Yield Bond VIP Series _____ % RS International Growth VIP Series _____ % RS Investment Quality Bond VIP Series _____ % RS Low Duration Bond VIP Series _____ % RS Money Market VIP Series _____ % RS Partners VIP Series _____ % RS S&P 500 Index VIP Series _____ % RS Small Cap Growth Equity VIP Series</p> <p>INVESCO AIM _____ % AIM V.I. Core Equity Fund _____ % AIM V.I. Global Real Estate Fund _____ % AIM V.I. Mid Cap Core Equity Fund</p> <p>ALGER _____ % Alger American Capital Appreciation Portfolio</p> <p>ALLIANCE BERNSTEIN _____ % AllianceBernstein VPS International Value Portfolio</p> <p>BLACKROCK _____ % BlackRock Global Allocation V.I. Fund _____ % BlackRock Large Cap Core V.I. Fund _____ % BlackRock Large Cap Value V.I. Fund</p>	<p>COLUMBIA _____ % Columbia Asset Allocation Fund, Variable Series _____ % Columbia Marsico 21st Century Fund, Variable Series _____ % Columbia Marsico Growth Fund, Variable Series _____ % Columbia Small Cap Value Fund, Variable Series _____ % Columbia Small Company Growth Fund, Variable Series</p> <p>DAVIS _____ % Davis Financial Portfolio</p> <p>EVERGREEN _____ % Evergreen VA International Equity Fund _____ % Evergreen VA Special Values Fund</p> <p>FIDELITY _____ % Fidelity VIP Contrafund Portfolio _____ % Fidelity VIP Investment Grade Bond Portfolio _____ % Fidelity VIP Mid Cap Portfolio _____ % Fidelity VIP Overseas Portfolio</p> <p>FRANKLIN TEMPLETON _____ % Franklin Income Securities Fund _____ % Franklin Small Cap Value Securities Fund _____ % Franklin U.S. Government Fund _____ % Mutual Shares Securities Fund _____ % Templeton Global Bond Securities Fund _____ % Templeton Growth Securities Fund</p>	<p>MFS _____ % MFS Growth Series _____ % MFS Utilities Series _____ % MFS Value Series</p> <p>OPPENHEIMER _____ % Oppenheimer Capital Appreciation Fund/VA _____ % Oppenheimer International Growth Fund/VA _____ % Oppenheimer Main Street Small Cap Fund/VA _____ % Oppenheimer Strategic Bond Fund/VA</p> <p>PIMCO _____ % PIMCO Low Duration Portfolio _____ % PIMCO Real Return Portfolio _____ % PIMCO Total Return Portfolio</p> <p>PIONEER _____ % Pioneer Cullen Value VCT Portfolio _____ % Pioneer Equity Income VCT Portfolio _____ % Pioneer Fund VCT Portfolio _____ % Pioneer Mid Cap Value VCT Portfolio</p> <p>SELIGMAN _____ % Seligman Communications and Information Portfolio</p> <p>VALUE LINE _____ % Value Line Strategic Asset Management Trust</p> <p>VAN KAMPEN _____ % Van Kampen UIF U.S. Mid Cap Value Portfolio _____ % TOTAL (must equal 100%)</p>
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8. DOLLAR COST AVERAGING ELECTION (DCA) (OPTIONAL) (Skip this section if you elected GLWB in Section 5)

If you elect a DCA program, transfers will be allocated as indicated in Section 7, above. **Note: You cannot select the Fixed-Rate Option as a destination allocation option above if you elect a Dollar Cost Averaging program. Also, you cannot select the [RS Money Market VIP Series] as a destination allocation option above if you elect Standard Dollar Cost Averaging.** You can only invest in a maximum of 20 allocation options at one time (this includes the required [RS Money Market VIP Series] if Standard Dollar Cost Averaging is elected).

Choose One: I elect Dollar Cost Averaging PLUS. (Complete Sections 8A and 7.)
 I elect Standard Dollar Cost Averaging. (Complete Sections 8B and 7.)

8A : Dollar Cost Averaging PLUS **Note: The duration of this program may not continue beyond the Annuity Commencement Date.**

Choose one of the following exchange options: 6 Transfer Option (\$5,000 minimum initial program balance)
 12 Transfer Option (\$5,000 minimum initial program balance)

8B : Standard Dollar Cost Averaging **Note: The duration selection may not continue beyond the Annuity Commencement Date.**

Choose one of the following monthly exchanges:
 RS Money Market VIP Series (\$10,000 minimum initial program balance); 12 Months 24 Months 36 Months



9. OWNER TRANSFER AUTHORIZATION (OPTIONAL)

If you do not complete this section you must submit transfers/changes in writing and will not be able to make transfers/changes via telephone or in other formats acceptable to GIAC. In order to authorize such instructions, you must select a Personal Identification Number (PIN) and check the box below.

Note: Your Registered Representative cannot use this PIN to make transfers/changes to your account.

Select any 5-digit number as your PIN: Keep this number in a safe place for future reference.

By selecting a PIN, I authorize the Company to accept instructions for transfers/changes among allocation options, for changes in future payment allocations, and for address changes.

If you have elected the Guaranteed Lifetime Withdrawal Benefit, you may only make transfers from one allocation model to another; you are allowed one such transfer per quarter.

10. REGISTERED REPRESENTATIVE TRANSFER AUTHORIZATION (OPTIONAL)

YES I authorize GIAC to act upon instructions given in a format acceptable to GIAC from the Agent/Registered Representative who has signed Section 15 of this application (the "Representative") or any Agent/Registered Representative from the Broker/Dealer of record on the account as set forth in Section 15 who can furnish proper identification to: (i) transfer accumulation value among allocation options, (ii) make changes in future payment allocations, (iii) make GLVB model-to-model allocation changes, (iv) terminate portfolio rebalancing, or (v) provide or clarify certain missing or unclear information on this application. GIAC will use reasonable procedures to confirm that instructions were communicated only by an authorized person and, so long as these procedures are followed, GIAC and its affiliates, their directors, trustees, officers, employees, representatives and/or agents shall not be liable for losses arising from acting upon such instructions including losses arising from the failure of any Registered Representatives to obtain my specific authorization.

GIAC will continue to act upon this authorization until the earlier of such time as (i) I revoke this authorization by written notification to GIAC or (ii) the Representative is no longer the agent of record on the contract being applied for. GIAC reserves the right to terminate this program at any time.

I understand this authorization is not an investment advisory service or program. Any instruction communicated to GIAC by any Registered Representative will be an instruction I have specifically authorized.

11. STATEMENT OF ADDITIONAL INFORMATION (OPTIONAL)

Please send me a copy of the Statement of Additional Information to the prospectus.

12. REPLACEMENT INFORMATION (REQUIRED)

IMPORTANT - THIS SECTION MUST BE COMPLETED IN FULL

Do you have an existing life insurance policy or annuity contract? Yes No
Is this annuity intended to replace all or part of any other annuity contract or life insurance policy? Yes No

If you answer "Yes" to either question, consult the state's replacement rules and complete any required replacement forms. Also, provide the information below on all contracts or policies to be replaced (Attach a separate sheet if necessary):

Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #
Insurer Name	Owner Name	Contract/Policy #

13. CONTRACT STATE (Required if signing this application in a state other than your state of primary residence)

The contract state is your state of primary residence (Owner's primary residential address from Section 3) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

I have a second residence in the state of signing. I work or conduct business in the state of signing.

If none of the above apply, the application must be signed in your state of primary residence.



14. SIGNATURES (REQUIRED)

Fraud Warnings

FOR RESIDENTS OF ARKANSAS, KENTUCKY, LOUISIANA, NEW MEXICO, OHIO AND PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

FOR RESIDENTS OF DISTRICT OF COLUMBIA (WASHINGTON D.C.) AND MARYLAND: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FOR RESIDENTS OF FLORIDA: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

FOR RESIDENTS OF MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to any insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

FOR RESIDENTS OF NEW JERSEY: Any person who includes false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FOR RESIDENTS OF OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Acknowledgements

As owner of this annuity, I represent the following: (1) To the best of my knowledge and belief, all statements in this application are complete and true and were correctly recorded; (2) **I AM IN RECEIPT OF THE CURRENT PROSPECTUS FOR THIS ANNUITY CONTRACT;** (3) I understand that the contract applied for will not begin until the later of: (a) contract issue, or (b) GIAC's receipt of the first contract premium; (4) I understand that GIAC has the unilateral right to determine if any contract can be issued and that only GIAC can waive or modify any terms of this application or any GIAC contract requirements; and (5) I understand that GIAC has the right to restrict the amount of a premium payment that can be allocated to the Fixed-Rate Option. **I further understand that federal law requires all financial institutions to obtain and record information that identifies each person who applies for a variable annuity. To meet this requirement GIAC asks for my name, social security number, street address, date of birth and other information to verify my identity. Failure to provide this information could result in the annuity contract not being issued. Under penalties of perjury, I certify that I am not subject to backup withholding and my correct Social Security or Tax ID# is given above.**

Accumulation values in the contract being applied for that are based on variable investments may increase or decrease, and are not guaranteed as to a fixed dollar amount.

Signature of Owner / Authorized Person X John Doe		Signature of Joint Owner (if any) X	
Signed at City Anytown	State PA	Date 12/01/09	



EB-01546612090105

15. AGENT/REGISTERED REPRESENTATIVE SIGNATURE (REQUIRED)

As Agent/Registered Representative, I certify witnessing the owner(s) signature(s) on this application and that the answer to the following questions are true to the best of my knowledge and belief.

Does this applicant have an existing life insurance policy or annuity contract? Yes No

Is this annuity intended to replace all or part of any other annuity contract or life insurance policy? Yes No

If the Owner has elected Registered Representative Transfer Authorization, I certify that any instructions communicated to GIAC by any Registered Representative from the Broker/Dealer of record on the account will be an instruction specifically authorized by the Owner.

Print Name of Agent/Registered Representative		Split _____ %	Print Name of Broker/Dealer			
Signature of Agent/Registered Representative X <i>Jack Smith</i>			Branch Office Street Address			
E-mail	Branch No./R.R. No.		Branch Office	City	State	Zip
State License # (For Florida Agents Only)			Tel.		Fax	

Print Name of Co-Agent/Registered Representative (If any)		Split _____ %
E-mail	Branch No./R.R. No.	
State License # (For Florida Agents Only)		

Note: Include each Agent/Registered Representative's full name and R.R. No. and % commission split (if applicable). We cannot process team codes.

Agent / Registered Representative Use Only (select one): **Option A - Trail (Trail begins after 4 years.)** **Option B - Trail (Trail begins after 1 year.)**

<p>Send completed application and check (payable to The Guardian Insurance & Annuity Company, Inc.) to:</p>	<p>Regular Mail: The Guardian Insurance & Annuity Company, Inc. Variable Annuity Administration P.O. Box 26210 Lehigh Valley, PA 18002-6210</p>	<p>Express Mail: The Guardian Insurance & Annuity Company, Inc. Variable Annuity Administration 3900 Burgess Place Bethlehem, PA 18017</p>

This space for use of GIAC



SERFF Tracking Number: GARD-126208596 State: Arkansas
 Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 43739
 Inc.
 Company Tracking Number: 09-GLWB
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: GLWB 2009
 Project Name/Number: GLWB 2009/09-GLWB

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: not applicable to this variable filing		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: the applications for approval are attached on Form Schedule tab		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Appendix A		
Comments: Appendix A		
Attachment: AR Appendix A.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments: Statements of variability		
Attachments: Statement of Variability 09-GLWB.pdf Statement of Variability - Applications.pdf		

	Item Status:	Status Date:

SERFF Tracking Number: GARD-126208596 *State:* Arkansas
Filing Company: The Guardian Insurance & Annuity Company *State Tracking Number:* 43739
Inc.
Company Tracking Number: 09-GLWB
TOI: A03I Individual Annuities - Deferred Variable *Sub-TOI:* A03I.002 Flexible Premium
Product Name: GLWB 2009
Project Name/Number: GLWB 2009/09-GLWB
Satisfied - Item: Arkansas Certification
Comments:
Attachment:
AR Certif Compliance Rule 19 and 49.pdf

APPENDIX A

ARKANSAS

The following tables provide information on the contract form with which the enclosed rider and applications will be used.

New rider	For use with Contract Form Number	Contract Approval Date	Replaced rider with approval date
09-GLWB	09-IVA	11/12/2008	08-GLWB 7/3/2008

New Application form	For use with Contract Form Numbers	Replaced Application	Replaced Application Approval Date
EB-015465	09-IVA	EB-015390	11/12/2008
EB-015466	09-IVA	EB-015389	11/12/2008

Statement of Variability
For
Form 09-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 \$6,000,000. 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.

=====

The owner has the right to elect from 3 different benefit levels. Since some of the available benefit levels may not provide for an Annual Minimum Guarantee and/or a Cumulative Guarantee, the following variables will only appear if the elected benefit level provides for an Annual Minimum Guarantee and/or Cumulative Guarantee.

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 different cumulative guarantees will be between 1-5. Currently, depending on what the owner elects, either 1 or 2 different guarantees apply.

The label will appear when applicable and will always be "Cumulative Guarantee, Percentage and Applicable Contract Anniversary(ies)". 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 1-10. The current value is 1. Any change would depend upon our experience, including market changes. Any changes made would apply to new issues only.

=====

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 1-7 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
59 & Under	3%
60-64	4%
65-69	4.5%
70-79	5%
80+	6%

The ranges for the ages of each tier are 40-90 and the range of Percentage is 1%-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 0.65%-1.70% if there is only one covered person named under the rider at issue and 0.85%-2.10% 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. 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 0.50% - 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 Person's 90th birthday. We currently allow step-ups on each annual 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, quarterly, semi-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 or upon Entering Settlement Phase	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].

Statement of Variability

Application Forms EB-015465; EB-015466

The following describes the variable data in the above application forms. The areas where the variables appear within the applications attached to this submission are bracketed.

For each of the applications referred to above, the following are being filed as variable:

Page 1: Product Name:

The marketing name of the product that the applications will be used to apply for is shown in this area. We are considering this as variable data since we would like to have the ability to change the marketing name of the product without resubmitting the applications. The current names are The Guardian Investor Variable Annuity B Series for application EB-015465 and The Guardian Investor Variable Annuity L Series for application EB-015466.

Page 1: Customer Service Office Address:

This is the mailing address of our Customer Service Office used to correspond with the company. We are considering this as variable data since we would like to have the ability to change the address of the company without resubmitting the applications. The current CSO address is 3900 Burgess Place, Bethlehem, PA 18017.

Page 1: Section 1: Contract Type:

We are considering this section to be variable so that if there are any changes to the markets in which the product will be used without the application forms being refiled. The reason for any change would have to do with tax code changes which would either change/add/remove certain types of qualified plans.

Page 1: Section 2: Premium Payment Instructions:

We have bracketed the minimum premium payments for non-qualified and qualified contracts and the GLWB rider since we would like to have the ability to change the minimum premium amounts without resubmitting the applications. The reason for any change may be due to market and/or competitive conditions. The current values are \$5,000 for non-qualified contracts/\$2,000 for qualified contracts/\$5,000 for GLWB rider for form EB-015465 and \$10,000 for non-qualified contracts/\$2,000 for qualified contracts/\$5,000 for GLWB rider for form EB-015466. The range of values for each of these amounts is \$100-\$50,000.

Page 2: Section 5: Living Benefit Rider:

We have bracketed:

- The minimum premium for the rider. This variable will have the same value as described in the Premium Payment Instructions section.
- The benefit options available for this rider. If we decide to add/delete or change a benefit option this section will be modified to account for the GLWB benefit options that we make available under the rider.
- The GLWB allocation models currently we have 3 allocation models Conservative, Moderate and Aggressive. We may change the GLWB allocation models that are available for this rider. This section will reflect the Models that are available under the rider.
- Funds/percentages applicable to the GLWB Models. This section will reflect the fund names and allocation percentages to the funds that apply to the GLWB models. This section will reflect the fund names and percentages that are applicable to the GLWB models that we make available.

Page 3: Section 6: Death Benefit Riders:

The variable here are the names of the Death Benefit riders that will be available for the contract to which the application applies. Currently, both applications have the Highest Anniversary Value Death Benefit and the Earnings Benefit riders. The range of values for this variable will be any death benefit rider that we make available to the contract being applied for.

Page 3: Section 7: Allocation Options (Variable Investment Options):

These are the available Variable Investment Options and the Fixed-Rate Option in which premiums may be allocated. Appendix A provides a current listing of all variable investment options at this time. The range of values for this variable will be the funds that we make available to the contract being applied for.

Page 3: Sections 8A and 8B: Dollar Cost Averaging Election:

The fund name mentioned in the instructions has been bracketed. Currently, this variable is the RS Money Market VIP Series. This variable will only change if the fund name changes or we decide on a different fund to be the initial fund for the Dollar Cost Averaging program.

8A. We have bracketed the transfer options available under the Dollar Cost Averaging Plus program under the contract being applied for. The range of values for this field will be the transfer options available under the DCA Plus program.

8B. The transfer options for the Standard Dollar Cost Averaging program under the contract being applied for. The range of values for this field will be the transfer options available under the DCA program.

Page 6: Section 15: Agent/Registered Representative Signature:

This section is bracketed as variable since this is where the agent selects the type of compensation that is to be received for the sale of this product. This variable may change if a new compensation option is made available.

In addition, we have also bracketed the Regular Mail address used to correspond with the company, and the Express Mail address that is used to correspond via overnight mail with the company. We are considering this as variable data since we would like to have the ability to change the addresses without resubmitting the applications.

Appendix A

List of Variable Investment Options

This is a current listing of funds, subject to change

AIM V.I. Core Equity Fund	Oppenheimer Strategic Bond Fund/VA
AIM V.I. Global Real Estate Fund	PIMCO Low Duration Portfolio
AIM V.I. Mid Cap Core Equity Fund	PIMCO Real Return Portfolio
Alger American Capital Appreciation Portfolio	PIMCO Total Return Portfolio
AllianceBernstein International Value Portfolio	Pioneer Cullen Value VCT Portfolio
BlackRock Global Allocation V.I. Fund	Pioneer Equity Income VCT Portfolio
BlackRock Large Cap Core V.I. Fund	Pioneer Fund VCT Portfolio
BlackRock Large Cap Value V.I. Fund	Pioneer Mid Cap Value VCT Portfolio
Columbia Asset Allocation Fund, Variable Series	
Columbia Marsico 21 st Century Fund, Variable Series	RS Emerging Markets VIP Series
Columbia Marsico Growth Fund, Variable Series	
Columbia Small Cap Value Fund, Variable Series	RS Global Natural Resources VIP Series
Columbia Small Company Growth Fund, Variable Series	RS High Yield Bond VIP Series
Davis Financial Portfolio	RS International Growth VIP Series
Evergreen VA International Equity Fund	RS Investment Quality Bond VIP Series
Evergreen VA Special Values Fund	RS Large Cap Alpha VIP Series
Fidelity VIP Contrafund Portfolio	
Fidelity VIP Investment Grade Bond Portfolio	RS Low Duration Bond VIP Series
Fidelity VIP Mid Cap Portfolio	RS Money Market VIP Series
Fidelity VIP Overseas Portfolio	RS Partners VIP Series
Franklin Income Securities Fund	RS S&P 500 Index VIP Series
Franklin Small Cap Value Securities Fund	RS Small Cap Growth Equity VIP Series
Franklin US Government Securities Fund	
MFS Growth Series	Seligman Communications and Information Portfolio
MFS Utilities Series	Templeton Global Bond Securities Fund
MFS Value Series	Templeton Growth Securities Fund
Mutual Shares Securities Fund	Van Kampen UIF U.S. Mid Cap Value Portfolio
Oppenheimer Capital Appreciation Fund/VA	Value Line Strategic Asset Management Trust
Oppenheimer International Growth Fund/VA	Fixed-Rate Option
Oppenheimer Main Street Small Cap Fund/VA	



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

Insurer: The Guardian Insurance & Annuity Company, Inc.

Form Number(s): 09-GLWB; EB-015465 ; EB-015466

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

Nahulan Ethirveerasingam

Name

Asst V.P.Product Management

Title

Sept. 10, 2009

Date