

SERFF Tracking Number: TPCI-126299918 State: Arkansas
 Filing Company: PHL Variable Insurance Company State Tracking Number: 43614
 Company Tracking Number: ICC09IVA
 TOI: A06I Individual Annuities - Immediate Variable Sub-TOI: A06I.000 Annuities ? Immediate Variable
 Product Name: Single Premium Immediate Variable Annuity Contract
 Project Name/Number: /

Filing at a Glance

Company: PHL Variable Insurance Company

Product Name: Single Premium Immediate Variable Annuity Contract SERFF Tr Num: TPCI-126299918 State: Arkansas

TOI: A06I Individual Annuities - Immediate Variable SERFF Status: Closed-Approved-Closed State Tr Num: 43614

Sub-TOI: A06I.000 Annuities ? Immediate Variable Co Tr Num: ICC09IVA State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Scott Zweig, Joseph Bonfitto, Barbara Slater, Kathleen Richter, Jeanie Gagnon, Elizabeth Stevens

Disposition Date: 09/30/2009

Date Submitted: 09/28/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

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: 09/30/2009

Explanation for Other Group Market Type:

State Status Changed: 09/30/2009

Deemer Date:

Created By: Elizabeth Stevens

Submitted By: Scott Zweig

Corresponding Filing Tracking Number:

Filing Description:

Single Premium Immediate Variable Annuity Contract

Please refer to Cover Letter for detailed description.

Company and Contact

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Filing Contact Information

Joseph Bonfitto, Compliance Associate joseph.bonfitto@phoenixwm.com
 One American Row 860-403-6308 [Phone]
 Hartford, CT 06102 860-403-5296 [FAX]

Filing Company Information

PHL Variable Insurance Company CoCode: 93548 State of Domicile: Connecticut
 One American Row Group Code: 403 Company Type: Life Insurance and Annuities
 Hartford, CT 06102 Group Name: State ID Number:
 (860) 403-5000 ext. [Phone] FEIN Number: 06-1045829

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Fee is \$50 per policy filing.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
PHL Variable Insurance Company	\$50.00	09/28/2009	30887190

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/30/2009	09/30/2009

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Implementation Date:

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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
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	AR Certification - Reg 6		Yes
Supporting Document	AR Certification Regs 19 and 49		Yes
Form	Single Premium Immediate Variable Annuity Contract		Yes
Form	Single Premium Immediate Variable Annuity Contract		Yes

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Form Schedule

Lead Form Number: 09IVA

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	09IVA	Policy/Contract/Fraternal Certificate	Single Premium Immediate Variable Annuity Contract	Initial			09IVA Contract - FINAL - NonIIC.pdf
	09IVAsp-1	Schedule Pages	Single Premium Immediate Variable Annuity Contract	Initial			09IVASP - 1 SP- FINAL - Non IIC.pdf



PHOENIX

PHL VARIABLE INSURANCE COMPANY
HARTFORD, CONNECTICUT
A Stock Company

The PHL Variable Insurance Company (“the Company”) agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

This contract provides a series of annuity payments for the lifetime of the Annuitant, or the Annuitant and Joint Annuitant, if applicable. During the Early Retirement Phase (referred to herein as “Payout Phase A”), annuity payments are determined based on the investment experience of the Investment Options within the Separate Account and an increasing set of percentages set forth in the Schedule Pages. During the Later Retirement Phase (referred to herein as “Payout Phase B”), annuity payments are determined based on a level number of Phase B Annuity Units and the investment experience of the Investment Options within the Separate Account compared to the Assumed Investment Rate. We will pay the first annuity payment one year after the Contract Date. The dollar amounts of all annuity payments are determined in accordance with the terms and conditions of this Contract, as described in Section 10.

This contract does not provide a cash value, but provides a Commuted Value which can be fully withdrawn during the Commutation Period, as described in Section 11. This contract does not provide a death benefit during Payout Phase A. During Payout Phase B, a death benefit equal to the value of any remaining Phase B Refund Annuity Units is payable, as described in Section 12.

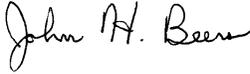
We are issuing the contract in consideration of the application, if any, and our receipt of the Premium at our Annuity Operations Division. The provisions of this and the following pages and any attachments make up your contract.

RIGHT TO RETURN THIS CONTRACT. This contract may be returned within 10 days (30 days for replacements) after you receive it for a refund of the Premium paid plus any charges deducted under this contract as of the date of cancellation. You may return the contract by delivering or mailing it to us at the address below or by returning it to the agent or agency office through which it was delivered.

PHL Variable Insurance Company

[Annuity Operations Division
PO Box 8027
Boston, MA 02266-8027
Telephone (800) 541-0171]

Signed for PHL Variable Insurance Company at One American Row, Hartford, Connecticut 06115.

[] []
[President] [Secretary]

READ YOUR CONTRACT CAREFULLY

It is a legal contract between the Owner and PHL Variable Insurance Company.

All values and benefits based on the investment experience of the Investment Options within the Separate Account may increase or decrease and are variable and not guaranteed as to dollar amount.

Single Premium Immediate Variable Annuity Contract
Nonparticipating – not eligible for dividends

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SECTION 2: DEFINITIONS

The term “**age**” means, on any given date, the age of the person in question as of his or her last birthday.

The terms “**Annuitant and Joint Annuitant**” mean the person or persons on whose continuation of life or lives the contract benefits are based upon for this contract. The Annuitant(s) are elected at time of application, and shown in the Schedule Pages. The Annuitant and Joint Annuitant cannot be changed after the contract has been issued.

The term “**Assumed Investment Rate**” is specified in the Schedule Pages and is the net annual investment return that will need to be earned by each Investment Option of the Separate Account for there to be no reduction in the amount of annuity payments after the first Phase B Annuity Payment. We use this rate to determine Phase B Annuity Units and the first Phase B Annuity Payment. Thereafter, subsequent Phase B Annuity Payment amounts will depend on the relationship between the Assumed Investment Rate and the actual investment performance of each Investment Option as reflected in the Investment Option’s Phase B Annuity Unit Value.

The term “**business day**” means any day that we are open for business and the New York Stock Exchange is open for trading. The annuity unit value of an Investment Option will be determined at the end of each business day. We will deem each business day to end at the close of regularly scheduled trading of the New York Stock Exchange (currently 4:00 p.m. Eastern Time) on that day.

The term “**business period**” means the period in days from the end of one business day through the next business day.

The term “**Commutation Period**” means the period of time immediately following Payout Phase A, as shown in the Schedule Pages, during which you may withdraw the Commuted Value as described in Section 11.

The term “**Commuted Value**” means the amount available for withdrawal during the Commutation Period as described in Section 11.

The term “**Contract Anniversary**” means the same day and month of each year as the Contract Date following the Contract Date. If the day does not exist in a month, the last day of the month will be used.

The term “**Contract Beneficiary**” is as defined in Section 4.

The term “**Contract Date**” means the date this contract is issued and the date from which Contract Years are measured. The Contract Date is shown in the Schedule Pages. The contract will begin in effect on the Contract Date provided your Premium is received and the Annuitant and Joint Annuitant, if any, are alive.

The term “**Contract Year**” means the 12-month period beginning on the Contract Date and each 12-month period thereafter.

The term “**Guaranteed Annuity Purchase Rate**” means an annual annuity purchase rate as shown in the Schedule Pages which is used to determine the minimum amount of Phase B Annuity Units for each Investment Option on the Phase A End Date as described in Section 9. The Guaranteed Annuity Purchase Rate is calculated using the Annuitant’s and Joint Annuitant’s, if any, attained age(s) and gender(s) as of the Phase A End Date, the Assumed Investment Rate, and the 1983a Individual Annuity Mortality Table projected with projection scale G to the year 2040 with continued projection thereafter.

The term “**Investment Option**” refers to one of the subaccounts of the Separate Account to which assets under this contract may be allocated as annuity units.

The term “**Owner**” or “**Owners**” means the person, persons, or entity with ownership rights in the contract. The Owner is as shown in the Schedule Pages or as later changed. For further details see Section 4. There are restrictions on the identity of the Owner.

The term “**Payout Phase A**” means the period of time during which annuity payments are based on the Phase A Annuity Units, Phase A Annuity Unit Values and an increasing set of percentages, as shown in the Schedule Pages. The duration of Payout Phase A is elected by you and cannot be changed after the contract has been issued.

The term “**Payout Phase B**” means the period of time during which annuity payments are based on the Phase B Annuity Units and the Phase B Annuity Unit Values.

The term “**Phase A End Date**” means the date on which Payout Phase A expires, as shown in the Schedule Pages.

The term “**Phase A Payout Percentages**” means the applicable percentages shown in the Schedule Pages, which are used to determine annuity payments during Payout Phase A.

The term “**Phase A Start Date**” means the date Payout Phase A begins. The Phase A Start Date is the same date as the Contract Date.

The term “**Phase B Start Date**” means the date Payout Phase B begins. Payout Phase B begins one business day after the Phase A End Date. We use the next business day if such date is not a business day.

The term “**Phase A Annuity Payment**” means a variable annuity payment made during Payout Phase A, as described in Section 10.

The term “**Phase A Annuity Unit**” means a standard of measurement used to determine the amount of each annuity payment during Payout Phase A.

The term “**Phase A Annuity Unit Value**” means a standard of measurement used to determine the amount of each annuity payment during Payout Phase A.

The term “**Phase B Annuity Payment**” means a variable annuity payment made during Payout Phase B, as described in Section 10.

The term “**Phase B Annuity Unit**” means a standard of measurement used to determine the amount of each annuity payment during Payout Phase B.

The term “**Phase B Annuity Unit Value**” means a standard of measurement used to determine the amount of each annuity payment during Payout Phase B.

The term “**Phase B Refund Annuity Units**” means a standard of measurement used to determine the death benefit during Payout Phase B as described in Section 12.

The term “**Primary Annuitant**” means the individual whose life is of primary importance in affecting the timing or amount of the payout under the contract. Where the Single Life Annuity is in effect, the Primary Annuitant is the Annuitant. Where the Joint Survivor Life Annuity is in effect, the Primary Annuitant is the surviving Annuitant.

The term “**spouse**” means either of two lives who are legally married to each other under federal law.

The terms “**we, us, and our**” refer to the Company.

The terms “**written request**” and “**written notice**” mean a request or notice we receive in writing at our Annuity Operations Division in a form satisfactory to us.

The terms “**you**” and “**your**” refer to the Owner(s) of this contract, as defined in Section 4, or the joint Owners of this contract if a joint Owner is named.

SECTION 3: ENTIRE CONTRACT

This contract is an agreement between the Owner(s) and the Company. This contract and any attachments comprise the entire contract. The contract will be in effect on the Contract Date provided the Premium is received and the Annuitant and Joint Annuitant, if any, are alive. Any change in terms of this contract, as required to conform with applicable laws or regulations, must be signed by one of our executive officers and countersigned by another one of our executive officers. Any benefits payable under this contract are payable at our Annuity Operations Division.

SECTION 4: OWNER(S) AND CONTRACT BENEFICIARY

The Owner(s) and the Contract Beneficiary will be as shown in the Schedule Pages unless you change them or they are changed by the terms of this section.

Owner(s)

The Owner is the person, persons, or entity, with sole and absolute power to exercise all rights and privileges without the consent of any other party, except as otherwise provided by this contract or unless you provide otherwise by written notice. If there is more than one Owner, all Owners must consent to any changes. If no Owner is named, the Annuitant will be the Owner. In certain circumstances, more than one Owner may be named as Joint Owners. If one of such Joint Owner dies, all rights vest equally to the surviving Owner(s).

If the Single Life Annuity payment option is elected, in general the Owner is the Annuitant. If the Owner is not the Annuitant, we reserve the right to limit ownership to a non-grantor trust for the benefit of a natural person(s).

If the Joint Survivor Life Annuity is elected, in general the Owners are the Annuitant and Joint Annuitant who must be each other's spouse as defined by federal law. If the Owners are not the Annuitant and Joint Annuitant, or if the Annuitant and Joint Annuitant are not spouses, we reserve the right to limit ownership to a non-grantor trust for the benefit of a natural person(s).

Contract Beneficiary

The Contract Beneficiary is entitled to any death benefits payable during Payout Phase B, as described in Section 12. If there is no surviving Contract Beneficiary when the death benefit becomes payable, the Owner will be the Contract Beneficiary, or if the Owner is not living, then the estate of the Owner will be the Contract Beneficiary.

Changes

While this contract is in effect, you may change the Contract Beneficiary. You may also change the Owner with our consent. You may only change the Owner by transferring ownership of the entire contract between spouses or to a non-grantor trust for the benefit of a natural person(s). Change of ownership may result in a taxable event.

A request to make any changes must be made by written request. If there is more than one Owner, all Owners must sign the request. When we receive it, the change will be effective as of the date it was signed by the last Owner to sign, whether or not an Owner or Annuitant is then alive. The change, however, will be subject to the rights of any assignee of record with us and subject to any payment made or other action taken by us before we received and filed the notice.

Your exercise of any rights will, to the extent thereof, assign, release, or surrender the interest of the Annuitant(s) and all beneficiaries and Owners under this contract.

SECTION 5: PREMIUM PAYMENTS AND ALLOCATION

Premium

This contract will begin in effect on the Contract Date provided the Premium is received by us and the Owner, Annuitant and Joint Annuitant (if any) are alive. The Premium is due on the Contract Date. The amount applied to this contract will be the Premium received minus a Premium Expense Charge and minus a deduction for any applicable tax including premium tax where applicable. Premium payments are payable at our Annuity Operations Division, but the Premium may be given to an authorized agent for forwarding to our Annuity Operations Division. No benefit associated with any such premium payment will be provided until it is actually received by us at our Annuity Operations Division.

Premium Tax

A tax may be required based on the laws of the state of issue or the state where the Owner resides when the Premium is applied. If we incur a charge for a premium tax or a similar tax, it will be deducted from the Premium. The tax percentage is equal to the percentage of premium which the premium tax or similar tax in question constitutes. The tax percentage, if any, as of the Contract Date, is shown in the Schedule Pages.

Premium Allocation

The Premium received minus a Premium Expense Charge and minus a deduction for any applicable tax including premium tax where applicable, will be allocated to the Investment Options of the Separate Account according to the investment allocation instructions elected by you when the contract was issued. Allocation percentages must be whole numbers. We have the right to set minimum and maximum percentages that may be allocated to any Investment Option.

Premium allocated to each Investment Option of the Separate Account purchases annuity units of that Investment Option. The number of annuity units purchased by the Premium is determined on the Contract Date. The amount of variable annuity payments will depend on the number and value of your annuity units of a particular Investment Option, as described in Sections 9 and 10.

SECTION 6: SEPARATE ACCOUNT AND INVESTMENT OPTIONS

Separate Account and Investment Options

The Separate Account for this contract is as shown in the Schedule Pages. The Separate Account contains various Investment Options that have different investment objectives.

All income, gains and losses, realized and unrealized, of the Separate Account are credited to or charged against the amounts placed in the Separate Account without reference to other income, gains and losses of our General Account. The assets of the Separate Account are owned solely by us and we are not a trustee with respect to such assets. These assets are not chargeable with liabilities arising out of any other business that we may conduct. The assets of the Separate Account will be valued at least as often as any contract benefits vary, but at least monthly.

We use the assets of the Separate Account to buy shares of the underlying fund(s) of this contract. The underlying fund(s) are registered under the Investment Company Act of 1940 as open-end, management investment companies. Assets of each Investment Option are invested in shares of the corresponding underlying fund series.

Addition, Deletion, or Substitution of Investment Options

We have the right, subject to compliance with applicable law, to add, delete, or substitute Investment Options of the Separate Account, including asset allocation models and strategies, combine the Separate Account into another Separate Account, transform the Separate Account into a mutual fund, and/or, if applicable, deregister the Separate Account under the Investment Company Act of 1940. We also reserve the right to eliminate the shares of any underlying fund(s) if they are no longer available for investment, or if we believe investing in any underlying fund(s) is no longer appropriate for the purposes of the Separate Account.

The Valuation of Investment Options

The values of the assets in each Investment Option will be calculated in accordance with applicable law and accepted procedures.

SECTION 7: TRANSFERS

Transfers

Except as provided below, you may elect to transfer annuity units among the Investment Options up to twelve times in each Contract Year. If additional transfers are requested, the Company reserves the right to prohibit such transfers or impose a transfer charge, not to exceed the Maximum Transfer Charge shown in the Schedule Pages, for each transfer in excess of twelve. Each of the Investment Options to which amounts are to be transferred bear a pro-rata share of the transfer charge. Transfers may be made by written request or by telephone or internet notification if a currently valid written authorization to make changes in this manner is on file with us. The effect of transfers on your annuity units is described in Section 9.

Transfer Restrictions

We have the right, in our sole and absolute discretion, to temporarily or permanently modify or terminate transfer privileges, or reject any specific order from anyone including the Owner, market-timing organization, or individual, or other party authorized to give transfer orders whose transactions would constitute Disruptive Trading as determined by us or an underlying fund company. Disruptive Trading includes, but is not limited to, frequent purchases, redemptions and transfers, transfers into and out of an Investment Option in a short period of time, and transfers of large amounts at one time. In addition to restricting or terminating transfer privileges we also reserve the right to limit the dollar amount and frequency of transfers, impose redemption fees on short-term trading, restrict the method of making transfers, and to require a holding period for some Investment Options. We also reserve the right to not accept batch transfer instructions from anyone acting under powers of attorney for multiple Owners, unless we have entered into a third-party transfer service agreement. Such transfer limitations could be applied to transfers to or from some or all of the Investment Options. These limitations, individually or in aggregate, may be applied in any manner reasonably designed to prevent any use of the transfer right that is considered by us to be to the disadvantage of other Owners. Any termination, restriction, or limitation on transfer privileges will be administered in a uniform non-discriminatory manner. If we reject a transfer for any of these reasons, we will notify you of our decision in writing.

SECTION 8: ANNUITY PAYMENT OPTIONS

Annuity Payment Option

You must elect an annuity payment option when you purchase your contract. The annuity payment option elected is shown in the Schedule Pages. You may not change the annuity payment option after the contract is issued.

Single Life Annuity

This annuity payment option provides annuity payments for the lifetime of the Annuitant. Upon death of the Annuitant during Payout Phase A, the contract terminates without value, no further annuity payments are made and no death benefit is payable. Upon death of the Annuitant during Payout Phase B, the contract terminates and the Contract Beneficiary may be eligible for a death benefit, as described in Section 12.

Joint Survivor Life Annuity

This annuity payment option provides annuity payments while at least one of the Annuitants is living. Upon the first death of either Annuitant during either Payout Phase A or Payout Phase B, annuity payments continue. Upon death of the surviving Annuitant during Payout Phase A, the contract terminates without value, no further annuity payments are payable and no death benefit is payable. Upon death of the surviving Annuitant during Payout Phase B, the contract terminates and the Contract Beneficiary may be eligible for a death benefit, as described in Section 12.

SECTION 9: CALCULATION OF ANNUITY UNITS AND ANNUITY UNIT VALUES

Amounts allocated to or transferred from the Separate Account as a result of premium payments, transfers or charges shall be accounted for in annuity units. The calculation of annuity units and annuity unit values varies between Payout Phase A and Payout Phase B.

Phase A Annuity Units

The number of Phase A Annuity Units credited to each Investment Option of the Separate Account will be determined by dividing the net premium payment or any deferred Phase A Annuity Payment amount applied to that Investment Option by the then current Phase A Annuity Value of that Investment Option.

The number of Phase A Annuity Units of each Investment Option will change effective with any transfer. Transfers between Investment Options are made by converting the number of Phase A Annuity Units to be transferred from the sending Investment Option to the number of Phase A Annuity Units of the receiving Investment Option(s) so that a Phase A Annuity Payment made on that business day would have produced the same dollar amount prior to or following the transfer.

As a result of any transfer, the number of Phase A Annuity Units of a receiving Investment Option will be increased by (a) multiplied by (b) divided by (c), where:

- (a) is the number of Phase A Annuity Units to be transferred from the sending Investment Option to the receiving Investment Option;
- (b) is the Phase A Annuity Unit Value of the sending Investment Option; and
- (c) is the Phase A Annuity Unit Value of the receiving Investment Option.

Phase A Annuity Unit Value

The Phase A Annuity Unit Value of each Investment Option of the Separate Account was set up by us on the first business day of each such Investment Option. The Phase A Annuity Unit Value of an Investment Option of the Separate Account on any other business day is determined by multiplying the Phase A Annuity Unit Value of that Investment Option on the immediately preceding business day by the Phase A Net Investment Factor for that Investment Option for the then current business period. The Phase A Annuity Unit Value of each Investment Option of the Separate Account on a day other than a business day is the Phase A Annuity Unit Value on the next business day. The Phase A Annuity Unit Value of each Investment Option of the Separate Account on a business day is determined at the end of that day.

Phase A Net Investment Factor

The Phase A Net Investment Factor for each Investment Option of the Separate Account is determined by the investment performance of the assets underlying the Investment Option for the business period just ended. The Phase A Net Investment Factor is equal to 1.000000 plus the applicable net investment rate for the business period. The net investment rate is determined by:

1. taking the sum of the accrued net investment income and capital gains and losses, realized or unrealized, of the Investment Option for the business period. The net investment income is affected by an investment advisory expense fee which is deducted from the funds in which the assets of the Investment Options of the Separate Account are invested; and
2. dividing the result of (1) by the value of the Investment Option at the beginning of the business period; and
3. for each calendar day in the business period, subtracting from the result of ((1) divided by (2)), an amount equal to the Mortality and Expense Risk Fee, if any, plus any daily tax fee.

Phase B Annuity Units

Phase B Annuity Units are first calculated on the Phase A End Date. The number of Phase B Annuity Units in each Investment Option at that time is equal to (a) multiplied by (b) multiplied by (c) divided by (d) divided by (e), where:

- (a) is the number of Phase A Annuity Units for that Investment Option;
- (b) is the Phase A Annuity Unit Value for that Investment Option;

- (c) is a current annual annuity purchase rate, not less than the Guaranteed Annuity Purchase Rate specified in the Schedule Pages;
- (d) is 1,000; and
- (e) is the Phase B Annuity Unit Value for that Investment Option.

Thereafter, the number of Phase B Annuity Units of each Investment Option will change effective with any transfer. Transfers between Investment Options are made by converting the number of Phase B Annuity Units to be transferred from the sending Investment Option to the number of Phase B Annuity Units of the receiving Investment Option(s) so that a Phase B Annuity Payment made on that business day would have produced the same dollar amount prior to or following the transfer.

As a result of any transfer during Payout Phase B, the number of Phase B Annuity Units of a receiving Investment Option will be increased by (a) multiplied by (b) divided by (c), where:

- (a) is the number of Phase B Annuity Units to be transferred from the sending Investment Option to the receiving Investment Option;
- (b) is the Phase B Annuity Unit Value of the sending Investment Option; and
- (c) is the Phase B Annuity Unit Value of the receiving Investment Option.

Phase B Annuity Unit Value

On a business day selected by us, we set all Phase B Annuity Unit Values in each Investment Option of the Separate Account. The Phase B Annuity Unit Value on any subsequent business day is equal to the Phase B Annuity Unit Value of the Investment Option on the immediately preceding business day multiplied by the Phase B Net Investment Factor for that Investment Option for the business period divided by 1.000000 plus the rate of interest for the number of days in the business period based on the Assumed Investment Rate.

Phase B Net Investment Factor

The Phase B Net Investment Factor for each Investment Option of the Separate Account is determined by the investment performance of the assets underlying the Investment Option for the business period just ended. The Phase B Net Investment Factor is equal to 1.000000 plus the applicable net investment rate for the business period. The net investment rate is determined by:

1. taking the sum of the accrued net investment income and capital gains and losses, realized or unrealized, of the Investment Option for the business period. The net investment income is affected by an investment advisory expense fee which is deducted from the funds in which the assets of the Investment Options of the Separate Account are invested; and
2. dividing the result of (1) by the value of the Investment Option at the beginning of the business period; and
3. for each calendar day in the business period, subtracting from the result of ((1) divided by (2)), an amount equal to the Mortality and Expense Risk Fee, if any, plus any daily tax fee.

SECTION 10: CALCULATION OF ANNUITY PAYMENTS

Annuity payments are made annually beginning on the first Contract Anniversary and then on each subsequent Contract Anniversary while the contract is in force. The calculation of each annuity payment depends on whether the payment is made during Payout Phase A or Payout Phase B. If a payment date falls on a non-business day or a date that does not occur in a given month, the annuity payment is calculated on the prior business day.

During Payout Phase A

Annuity payments made on Contract Anniversaries up to and including the Phase A End Date are called Phase A Annuity Payments. The amount of each Phase A Annuity Payment from each Investment Option is equal to (a) multiplied by (b) multiplied by (c), where:

- (a) is the number of Phase A Annuity Units for that Investment Option on the date of payment;
- (b) is the Phase A Annuity Unit Value for that Investment Option on the date of payment; and
- (c) is the applicable Phase A Payout Percentage for the current Contract Anniversary, as shown in the Schedule Pages.

Each Phase A Annuity Payment will equal the sum of the payment amounts provided from each Investment Option. The amount of each annuity payment will vary with the investment experience of the Investment Options. Payments may be either higher or lower than the first payment.

Prior to making each Phase A Annuity Payment, we apply an amount to the Separate Account corresponding to the Phase A Annuity Payment amount then due. This amount is paid from our General Account and purchases Phase A Annuity Units in each Investment Option in proportion to the value of each Investment Option prior to the payment, as measured by Phase A Annuity Units.

You may elect to defer all or part of each Phase A Annuity Payment according to the Phase A Deferral Percentage you elect. The Phase A Deferral Percentage you elected at issue is shown in the Schedule Pages. Such percentage may be changed at any time during Payout Phase A by written request in a form acceptable to us. Any such change will only apply to future Phase A Annuity Payments. In addition, we reserve the right to require that any such change must be requested at least 30 days prior to a Contract Anniversary for it to apply to the payment on such Contract Anniversary. For any portion of the payment that is not deferred, on the Contract Anniversary, or if the Contract Anniversary is not a business day, on the preceding business day, we will release the number of Phase A Annuity Units whose value equals the portion of the Phase A Annuity Payment that is not deferred and will make this payment to the Owner.

Any Phase A Annuity Payment amounts that are deferred cannot be claimed, requested or withdrawn during Payout Phase A. Should the contract terminate during Payout Phase A, the value of any deferred payment amounts is forfeited.

During Payout Phase B

Annuity payments made on Contract Anniversaries during Payout Phase B are called Phase B Annuity Payments. The amount of each Phase B Annuity Payment from each Investment Option is equal to (a) multiplied by (b), where:

- (a) is the number of Phase B Annuity Units for that Investment Option on the date of payment; and
- (b) is the Phase B Annuity Unit Value for that Investment Option on the date of payment.

Each Phase B Annuity Payment will equal the sum of the payment amounts provided by each Investment Option. The amount of each annuity payment will vary with the investment experience of the Investment Options in relation to the Assumed Investment Rate. Payments may be either higher or lower than the first payment.

No deferral of Phase B Annuity Payments is permitted. The Phase A Deferral Percentage does not apply to annuity payments made during Payout Phase B.

We guarantee that expense and mortality results shall not adversely affect the dollar amount of variable benefits and other contractual payments and values.

SECTION 11: COMMUTED VALUE

The contract does not provide any cash value or withdrawal rights, except during the Commutation Period shown in the Schedule Pages.

During the Commutation Period, the Commuted Value of each Investment Option is equal to (a) multiplied by (b), where:

- (a) is the number of Phase A Annuity Units for that Investment Option; and
- (b) is the Phase A Annuity Unit Value for that Investment Option.

The total Commuted Value under this contract equals the sum of the Commuted Values of each of the Investment Options.

During the Commutation Period, you may withdraw the entire Commuted Value in a lump sum by written request in a form acceptable to us including any tax withholding information we may reasonably require. The payment you will receive is the Commuted Value in effect on the business day we receive your request in good order. You may not make a partial withdrawal of the Commuted Value. Withdrawal of the Commuted Value terminates the contract.

You may request information on the Commuted Value at any time during the Commutation Period.

SECTION 12: DEATH BENEFIT

During Payout Phase A

No death benefits are payable during Payout Phase A upon the death of the Annuitant or surviving Annuitant. To the extent that ownership is limited to the Owner as Annuitant or Owner as a non-natural person, no death benefits are payable during Payout Phase A.

Single Life Annuity

When the Owner is the Annuitant, the death of the Owner/Annuitant terminates the contract without value.

When the Owner is a non-natural person, the death of the Primary Annuitant, who is also the Annuitant, terminates the contract without value.

Joint Survivor Life Annuity

When the Owners are the Annuitant and Joint Annuitant who are spouses, upon the death of the first Owner, the surviving spouse Owner becomes the Owner of the entire contract, as set forth in section 72(s)(3) of the Internal Revenue Code. The surviving Annuitant is the Primary Annuitant for purposes of section 72(s) and as long as there is a Primary Annuitant, the surviving spouse continues to receive the Phase A Annuity Payments from the contract. There is no change in the calculation and timing of Phase A Annuity Payments. Upon the death of the surviving Annuitant, the contract terminates without value.

When the Owner is a non-natural person, the death of the Primary Annuitant, who is also the surviving Annuitant, terminates the contract without value.

During Payout Phase B

The death benefit from each Investment Option is equal to the number of remaining Phase B Refund Annuity Units for that Investment Option, if any, multiplied by the current Phase B Annuity Unit Value for that Investment Option on the date that we receive due proof of death. The total death benefit will equal the sum of the death benefit amounts from each Investment Option.

Phase B Refund Annuity Units are first calculated on the Phase A End Date. The number of Phase B Refund Annuity Units in each Investment Option at that time is equal to (a) multiplied by (b) divided by (c), where:

- (a) is the number of Phase A Annuity Units for that Investment Option on the Phase A End Date;
- (b) is the Phase A Annuity Unit Value for that Investment Option on the Phase A End Date; and

(c) is the Phase B Annuity Unit Value on the Phase A End Date.

Each time a Phase B Annuity Payment is made, the Phase B Refund Annuity Units in each Investment Option are reduced by the number of Phase B Annuity Units of such Investment Option at the time the payment is made. However, Phase B Refund Annuity Units will not be reduced below zero.

As a result of any transfer during Payout Phase B, the number of remaining Phase B Refund Annuity Units of a receiving Investment Option will be increased by (a) multiplied by (b) divided by (c), where:

- (a) is the proportionate number of Phase B Refund Annuity Units being transferred from the sending Investment Option to the receiving Investment Option as a result of the transfer of Phase B Annuity Units;
- (b) is the Phase B Annuity Unit Value of the sending Investment Option; and
- (c) is the Phase B Annuity Unit Value of the receiving Investment Option.

Single Life Annuity

When the Owner is the Annuitant, upon the death of the Owner/Annuitant, the contract terminates and the death benefit is distributed to the Contract Beneficiary as a lump sum.

When the Owner is a non-natural person, upon the death of the Primary Annuitant, who is also the Annuitant, the contract terminates and the death benefit will be distributed to the Contract Beneficiary as a lump sum.

Joint Survivor Life Annuity

When the Owners are the Annuitant and Joint Annuitant who are spouses, upon the death of the first Owner, the surviving spouse Owner becomes the Owner of the entire contract, as set forth in section 72(s)(3) of the Internal Revenue Code. The surviving Annuitant is the Primary Annuitant for purposes of section 72(s) and as long as there is a Primary Annuitant, the surviving spouse continues to receive the Phase B Annuity Payments from the contract. There is no change in the calculation and timing of Phase B Annuity Payments. Upon the death of the surviving Annuitant, the contract terminates and the death benefit will be distributed to the Contract Beneficiary as a lump sum.

When the Owner is a non-natural person, upon the death of the Primary Annuitant, who is also the surviving Annuitant, the contract terminates and the death benefit will be distributed to the Contract Beneficiary as a lump sum.

Distribution at Death Requirements

Under the Internal Revenue Code, any Contract Beneficiary who is a natural person entitled to a death benefit may elect to receive a death benefit in the form of a lump sum at death, deferral for a period of five years, or under an annuity payment option with annual periodic payments beginning no later than the first anniversary of the Owner's death. The required minimum amount of the annual periodic payments is based on the life or life expectancy of the Contract Beneficiary, using IRS tables. If an annuity payment option is not elected or the Contract Beneficiary is a non-natural person, the entire death benefit will be distributed in a lump sum no later than five years after the date of death. A Contract Beneficiary who is the spouse of the deceased Owner has additional after-death payment options, including becoming the new owner of the contract. This contract only provides for death benefits to be paid in a lump sum.

On or after the Maturity Date

Under the Internal Revenue Code, if an Owner dies on or after the Maturity Date and before the entire interest in the contract has been distributed, and there is no surviving Owner, any remaining interest in the contract will be paid to the Contract Beneficiary at least as rapidly as under the annuity payment option in effect on the date of death. If there is a surviving Owner, the payments continue as if there had been no death. Payments to the Contract Beneficiary or surviving Owner may not be deferred or otherwise extended. If the Annuitant and Joint Annuitant(s), if any, die and are survived by any Owner, remaining annuity payments, if any, will be paid to such Owner. Payments will continue under the annuity payment option in effect at the date of death and may not be deferred or otherwise extended without our prior approval. This contract only provides for death benefits to be paid in a lump sum.

Non-Natural Owner

If the Owner is a non-natural person, death of the Primary Annuitant is treated as death of the Owner.

In all events, the contract is to be interpreted in accordance with section 72(s) of the Internal Revenue Code.

SECTION 13: TERMINATION

During Payout Phase A

This contract will terminate on the earliest of the following dates:

- the date of death of the Annuitant, if the Single Life Annuity payment option is in effect;
- the date of death of the surviving Annuitant, if the Joint Survivor Life Annuity payment option is in effect.

During Payout Phase B

This contract will terminate on the earliest of the following dates:

- the date of death of the Annuitant, if the Single Life Annuity payment option is in effect;
- the date of death of the surviving Annuitant, if the Joint Survivor Life Annuity payment option is in effect;
- the date the Commuted Value is withdrawn.

Upon termination, we will mail or otherwise deliver written notice to you at your most recent post office address on file at our Annuity Operations Division.

SECTION 14: EXPENSE CHARGES

Charges to cover expenses incurred by us in the distribution and administration of this contract are made in the manner described below.

Mortality and Expense Risk Fee

A Mortality and Expense Risk Fee, not to exceed that shown in the Schedule Pages, is deducted daily from each Investment Option. We reserve the right to lower such fee.

Premium Expense Charge

A Premium Expense charge, not to exceed that shown in the Schedule Pages, is deducted from the Premium. We reserve the right to lower such fee.

Tax

We may include a charge for a premium tax as described in Section 5.

Transfer Charge

A transfer charge is as shown in the Schedule Pages and is described in Section 7.

SECTION 15: ASSIGNMENT

You may assign your interest in this contract, except as otherwise provided, without the consent of any person other than an irrevocable Contract Beneficiary. Your interest, any interest of the Annuitant(s), and of any revocable Contract Beneficiary shall be subject to the terms of the assignment. If an Owner assigns or pledges any portion of the value of a contract, that amount is treated as received under the contract at the time of the assignment or pledge. As an amount received, this portion is subject to current income taxation.

The notice of assignment must be filed with us at our Annuity Operations Division. When filed, it will bind us as of the date you sign it, subject to any payments made (including claims paid) or action taken by us before we received the written assignment at our Annuity Operations Division. In no event will we be responsible for the validity or sufficiency of any assignment. Any change will be subject to any payment made or actions taken by us before we received the written assignment at our Annuity Operations Division.

SECTION 16: DEFERRAL OF DETERMINATIONS

We may postpone the processing of any annuity payment, transfer, or withdrawal of the Commuted Value during the Commutation Period to the extent any transactions depend upon the value of any Investment Option of the Separate Account, for any period during which the New York Stock Exchange is closed for trading (except normal holiday closing); or when the Securities and Exchange Commission has determined that a state of emergency exists such that valuation or disposal of securities held by any of the Separate Accounts is not practical; or where the value of any Investment Option of the Separate Account is unavailable for other trading or pricing purposes.

Rules and regulations of the Securities and Exchange Commission, if any, are applicable and will govern as to whether conditions described above exist.

SECTION 17: PROOF REQUIRED FOR PAYMENT

We may require proof of the correct age of the Annuitant and Joint Annuitant, if any, before any annuity payments begin. We also have the right to require proof of the identity, age, and survival of any person entitled to any payment under this contract or upon whose life any payments depend.

SECTION 18: MISSTATEMENTS AND INCONTESTABILITY

Misstatements

If the age or sex of the Annuitant or Joint Annuitant has been misstated, any benefits payable will be adjusted to the amount that would have been provided based on the Annuitant's and Joint Annuitant's, if any, correct age and sex. Any overpayment(s) and underpayment(s) made by us will be charged or credited against future payments to be made under the contract. We will charge interest on any overpayments and credit interest on any underpayments at an effective annual rate as required by applicable state law.

Incontestability

With respect to any statements, other than those relating to age, sex, and identity, required as a condition of issuing the contract, the contract shall be incontestable after it has been in force during the lifetime of the person or of each person as to whom such statements are required, for a period of two years from its date of issue. The two-year limitation on contestability shall not apply to fraud in the procurement of the policy, if permitted by applicable law in the state or jurisdiction where the contract is delivered or issued for delivery.

SECTION 19: STATEMENT OF ACCOUNT

We will send you a statement of account at least annually, or more frequently, as required by law, without charge. The statement of account will include annuity payment information, as applicable. The statement of account will show any other information required by the state or federal laws or regulations. The statement will be mailed to your most recent post office address on file at our Annuity Operations Division.

We will provide you, on written request, additional statements. For each additional statement you request, we have the right to charge a reasonable service fee, not to exceed \$25. We may limit the number of such additional statements in any Contract Year.



Single Premium Immediate Variable Annuity Contract
Nonparticipating – not eligible for dividends

SECTION 1: SCHEDULE PAGES

Owner(s):	[John Doe Mary Doe]
Contract Number:	[13000000]
Premium:	[\$100,000.00]
Contract Date:	[February 1, 2009]
Annuity Payment Option:	[Single Life Annuity]
Payment Frequency:	Annual
Annuitant:	[John Doe]
Annuitant Age at Issue:	[65]
Annuitant Sex:	[Male]
[Joint Annuitant:	[Jane Doe]
Joint Annuitant Age at Issue:	[65]
Joint Annuitant Sex:	[Female]]
Contract Beneficiary:	[As specified later in this Section 1]
Phase A Start Date:	[February 1, 2009]
First Phase A Payment Date:	[February 1, 2010]
Phase A End Date:	[February 1, 2029]
Phase B Start Date:	[February 2, 2029]
Commutation Period:	[February 2, 2029 – January 31, 2030]
First Phase B Payment Date:	[February 1, 2030]
Assumed Investment Rate:	[4.5%]
Guaranteed Annuity Purchase Rate:	[96.12]
Phase A Deferral Percentage:	[25%]

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
 Contract Number: [13000000]

Schedule of Phase A Payout Percentages:

[

Contract Anniversary	Percentage (%)	Contract Anniversary	Percentage (%)
1	0.71	11	2.13
2	0.79	12	2.35
3	0.88	13	2.59
4	0.99	14	2.87
5	1.12	15	3.17
6	1.25	16	3.50
7	1.41	17	3.86
8	1.57	18	4.26
9	1.74	19	4.70
10	1.92	20	5.17

]

Separate Account: [PHL Variable Accumulation Account IV: This separate account is established by our Company under Connecticut Law and is registered as a unit investment trust under the Investment Company Act of 1940.]

Investment Allocation:

[Money Market:	50%
Fund A:	25%
Fund B:	25%]

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
Contract Number: [13000000]

MAXIMUM CONTRACT CHARGES

Mortality and Expense Risk Fee: [0.003425%, deducted daily after the Phase A End Date (based on an annual rate of 1.250%)]
Transfer Charge: [\$25 per transfer]
Premium Expense Charge: [0%] of Premium
Tax Percentage: [0%] of Premium

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]

Contract Number: [13000000]

CONTRACT BENEFICIARY

[Jack Doe]

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]

Contract Number: [13000000]

[Rider Information]

<u>[Rider Description</u>	<u>Rider Issue Date</u>	<u>Benefit Amount</u>	<u>Rider Expiry Date</u>	<u>Rider Charge</u>
[

]

SERFF Tracking Number: TPCI-126299918 State: Arkansas
 Filing Company: PHL Variable Insurance Company State Tracking Number: 43614
 Company Tracking Number: ICC09IVA
 TOI: A06I Individual Annuities - Immediate Variable Sub-TOI: A06I.000 Annuities ? Immediate Variable
 Product Name: Single Premium Immediate Variable Annuity Contract
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Not included as state readability requirements generally exempt insurance products filed as securities under Federal Securities Laws.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: This contract may be sold without an application.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: NON -IIC 09IVA, 09IVASP-1 Statement of Variability - FINAL.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter		
Comments:		
Attachment: AR 09IVA Cover Letter.pdf		

	Item Status:	Status Date:
Satisfied - Item: AR Certification - Reg 6		
Comments:		
Attachment:		

SERFF Tracking Number: TPCI-126299918 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 43614
Company Tracking Number: ICC09IVA
TOI: A06I Individual Annuities - Immediate Variable Sub-TOI: A06I.000 Annuities ? Immediate Variable
Product Name: Single Premium Immediate Variable Annuity Contract
Project Name/Number: /
AR certification- Reg 6 - 09IVA.pdf

Item Status:

Status

Date:

Satisfied - Item: AR Certification Regs 19 and 49

Comments:

Attachment:

AR certification 09IVA.pdf

Statement of Variability
Forms 09IVA and 09IVASP-1

This Statement of Variability sets forth the variable information which will appear in brackets in form **09IVA (Single Premium Immediate Variable Annuity)** and form **09IVASP-1 (Schedule Pages)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Cover Page (09IVA)

The Company address, as well as the Customer Service telephone number, is bracketed to indicate that they may change in the future.

We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

Page 3 (09IVASP-1)

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Premium: The single premium paid by the Owner will appear in this field.

Contract Date: The date the contract is issued and the date from which Contract Years are measured will appear in this field.

Annuity Payment Option: The annuity payment option elected by the Owner will appear in this field. The available annuity payment options are: Single Life Annuity and Joint Survivor Life Annuity.

Annuitant: The name of the Annuitant will appear in this field.

Annuitant Age at Issue: The age of the Annuitant at issue will appear in this field.

Annuitant Sex: The sex of the Annuitant will appear in this field.

We have bracketed the next 3 fields referencing a Joint Annuitant since they will not appear if the Single Life Annuity payment option is elected.

Joint Annuitant: The name of the Joint Annuitant, if any, will appear in this field.

Joint Annuitant Age at Issue: The age of the Joint Annuitant at issue, if any, will appear in this field.

Joint Annuitant Sex: The sex of the Joint Annuitant, if any, will appear in this field.

Contract Beneficiary: The name of the Contract Beneficiary, as specified by the Owner, will appear in this field.

Phase A Start Date: The date on which Payout Phase A begins will appear in this field. The Phase A Start Date is the same as the Contract Date.

First Phase A Payment Date: The date on which the first Phase A Annuity Payment is made will appear in this field. The First Phase A Payment Date is one year after the Contract Date.

Phase A End Date: The date on which Payout Phase A expires will appear in this field. This field is calculated based on the Contract Date and the length of Payout Phase A elected by the Owner at issue.

Phase B Start Date: The date on which Payout Phase B begins will appear in this field. The Phase B Start Date is one day after the Phase A End Date.

Commutation Period: The period of time during which the Owner may withdraw the Commuted Value will appear in this field. The Commutation Period is the one-year period following the Phase A End Date.

First Phase B Payment Date: The date on which the first Phase B Annuity Payment is made will appear in this field. The First Phase B Payment Date is one year after the Phase A End Date.

Assumed Investment Rate: The Assumed Investment Rate, which is used to calculate annuity payments during Payout Phase B, will appear in this field. Should we change this rate it would be for new issues only and the rate could range from 0% to 5%. This range is based on product design decisions by the Company and may be affected by market competition and other aspects of product design. Any change will be administered on a uniform, non-discriminatory basis.

Guaranteed Annuity Purchase Rate: The Guaranteed Annuity Purchase Rate, which is the minimum purchase rate used to calculate Phase B Annuity Units will appear in this field. The purchase rate is based on the Annuitant's and Joint Annuitant's (if any) sex and attained age on the Phase A End Date, the Assumed Investment Rate, and a mortality assumption described in the contract.

Phase A Deferral Percentage: The percentage, elected by the Owner at issue, which is used to determine the amount of each Phase A Annuity Payment that is deferred. The percentage may range from 0% to 100%, depending on the percentage chosen by the Owner.

Page 4 (09IVASP-1)

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Schedule of Phase A Payout Percentages: The Phase A Payout Percentages applicable to the named Annuitant and Joint Annuitant (if any) will appear in this table. The table is bracketed since the amount of contract years displayed in the table will represent the length of Payout Phase A elected by the Owner, and the percentages will vary based on the age and gender of the Annuitant(s), as well as the length of Payout Phase A. Should we change the percentages it would be for new issues only and the percentages could range from 0.00001% to 25.00000%. Any change will be administered on a uniform, non-discriminatory basis.

Separate Account: The Separate Account that applies to the contract will appear in this field. The Separate Account may be changed without notice or prior approval, so long as the new Separate Account or underlying Investment Options do not significantly alter the underlying structure of the contract.

Investment Allocation: The fund(s) in which the Owner chooses to invest the Premium will appear in this field.

Page 5 (09IVASP-1)

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Mortality and Expense Risk Fee: The maximum Mortality and Expense Risk Fee will appear in this field. Currently, the maximum fee is 1.25% annually (0.003425% daily) and is deducted daily after the Phase A End Date. Should we change this charge it would be for new issues only and the charge could range from 0.00% annually (0.000000% daily) to 1.50% annually (0.004110% daily), and may be deducted during Payout Phase A and/or Payout Phase B. These variables are product design decisions by the Company and may be affected by market competition, expenses and administrative costs, and other aspects of product design. Any change will be administered on a uniform, non-discriminatory basis.

Transfer Charge: The maximum amount that we charge for each transfer after the first 12 free transfers in any Contract Year will appear in this field. The maximum charge is currently \$25. Should we change this charge it would be for new issues only and the charge could range from \$0 to \$25. This range is based on product design

decisions by the Company and may be affected by market competition, expenses and administrative costs, and other aspects of product design. Any change will be administered on a uniform, non-discriminatory basis.

Premium Expense Charge: The maximum Premium Expense Charge that is deducted from premiums paid will appear in this field. Currently, the charge is 0%. Should we change the percentage it would be for new issues only and the percentage could range from 0% to 8%. This range is based on product design decisions by the Company and may be affected by market competition, expenses and administrative costs, and other aspects of product design. Any change will be administered on a uniform, non-discriminatory basis.

Tax Percentage: The applicable state premium tax percentage or other similar tax, if any, will appear in this field.

Page 6 (09IVASP-1)

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Contract Beneficiary: The name of the Contract Beneficiary(ies), as specified by the Owner, will appear in this field.

Page 7 (09IVASP-1)

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Rider Information: There are currently no riders available with this product so this page will not appear. It is included only for specimen purposes. Any new riders or endorsements that we plan to use with this form will be filed separately and not used until approved. If in the future there is(are) rider(s) available with this product this page will only appear if they are elected by the Owner.



Joseph Bonfitto
State Compliance Associate
Life & Annuity State Compliance Office
One American Row Hartford, CT 06102-5056
(860) 403-6308 Fax: (860) 403-5296
Toll Free: 1-800-349-9267 (press 2, then 1)
Email: Joseph.Bonfitto@phoenixwm.com

September 25, 2009

Mr. Joe Musgrove
Department of Insurance
State of Arkansas
1200 West Third Street
Little Rock, Arkansas 72201

Re: **PHL Variable Insurance Company**
NAIC # 93548, FEIN # 06-1045829

For Approval Purposes

Form 09IVA – Single Premium Immediate Variable Annuity Contract
Form 09IVASP-1 – Single Premium Immediate Variable Annuity Schedule Pages

Dear Mr. Musgrove:

We are filing the above-referenced forms for approval with your state. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, and positioning. The forms will be effective on the date of approval. These forms will be marketed to the general public.

The contract (**09IVA**) is a nonparticipating Single Premium Immediate Variable Annuity Contract. Certain features of this product can be summarized as follows:

- This contract offers both single life and joint life payment options. The contract provides for a series of variable annuity payments for the lifetime of the Annuitant, and Joint Annuitant, if applicable.
- The variable annuity payments are annual and are computed differently depending on whether the contract is in Payout Phase A or Payout Phase B, as described below.
- During Payout Phase A the owner will receive life-contingent annual payments based on the investment experience of the Investment Options within the Separate Account and an increasing set of percentages that are set forth in the contract's Schedule Pages. The owner also has the option to defer payments, in which case they will be treated as additional Annuity Units. The first annuity payment will be made one year after the Contract Date. There is no commuted value or death benefit available during Phase A.
- During Payout Phase B the owner will receive life-contingent annual payments based on a level number of Phase B Annuity Units and the investment experience of the Investment Options within the Separate Account compared to the Assumed Investment Rate, which is shown in the contract's Schedule Pages. A death benefit equal to the value of any remaining Phase B Refund Annuity Units is payable. Also, during the first year of Payout Phase B, there is a Commutation Period during which the owner can fully withdraw the Commuted Value.

The issue age ranges for this contract as well as the reserve and nonforfeiture requirements are specified in the enclosed actuarial memorandum which also includes further details regarding product features and charges.

We are also filing for your approval the contract's schedule pages **(09IVASP-1)**. The schedule pages set forth essential product information such as fees and charges and, contract minimums and maximums.

This submission, including charges and other values, is for specimen purposes only. Other scenarios, such as election of riders, etc., may generate additional text information in the specifications and tables section of the contract's schedule pages **(09IVASP-1)**. An actuarial memorandum is enclosed for this contract form and includes further details regarding product features.

Consistent with the way many annuity products are sold, this contract may be sold without an application.

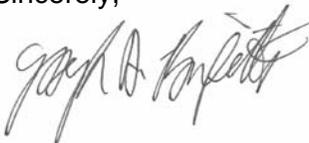
Text ordinarily bracketed appears in the schedule pages of the contract. See the attached actuarial memorandum and Statement of Variability for a more complete description.

Flesch Test: We have not included any Flesch score or Readability Certificate for these forms as state readability requirements generally exempt insurance products filed as securities under Federal Securities Laws.

Any requisite fees and filing documents have been enclosed.

Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me at (860) 403-6308, by fax at (860) 403-5296, or by e-mail at joseph.bonfitto@phoenixwm.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph A. Bonfitto". The signature is written in a cursive, flowing style.

Joseph A. Bonfitto
Compliance Associate

ARKANSAS

CERTIFICATION OF COMPLIANCE

FORM NO.	09IVA
FORM TITLE	Single Premium Immediate Variable Annuity Contract
FLESCH SCORE	N/A
FORM NO.	09IVASP - 1
FORM TITLE	Single Premium Immediate Variable Annuity Schedule Pages
FLESCH SCORE	N/A

a

We hereby confirm that Regulation 6 has been reviewed and that we are in compliance.

PHL Variable Insurance Company



Signature: _____

Name: **Joseph A. Bonfitto**
Title: **Compliance Associate**
Date: **September 22, 2009**

**ARKANSAS
CERTIFICATION**

FORM NO.	08IVA
FORM TITLE	Single Premium Immediate Variable Annuity Contract
FLESCH SCORE	N/A
FORM NO.	09IVASP-1
FORM TITLE	Single premium Immediate Variable Annuity Contract Schedule Pages
FLESCH SCORE	N/A

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) and submission comply with Reg. 19 and Reg. 49, as well as the other laws and regulations of the State of Arkansas.
- The attached forms have achieved Flesch Reading Ease scores in compliance with Arkansas Code 23-80-206.
- The attached forms comply with ACA 23-79-138 and Bulletin 11-88.

PHL Variable Insurance Company



Signature: _____

Name: **Joseph Bonfitto**
Title: **Compliance Associate**
Date: **September 22, 2009**