

SERFF Tracking Number: GARD-126370609 State: Arkansas
 Filing Company: The Guardian Insurance & Annuity Company Inc. State Tracking Number: 44462
 Company Tracking Number: 10-IFA
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium
 Product Name: Guardian Fixed Annuity SPDA
 Project Name/Number: Guardian Fixed Annuity SPDA/10-IFA

Filing at a Glance

Company: The Guardian Insurance & Annuity Company Inc.

Product Name: Guardian Fixed Annuity SPDA SERFF Tr Num: GARD-126370609 State: Arkansas
 TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 44462
 Sub-TOI: A02I.003 Single Premium Co Tr Num: 10-IFA State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Disposition Date: 01/05/2010
 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: 12/28/2009 Disposition Status: Approved-Closed
 Implementation Date Requested: Implementation Date:
 State Filing Description:

General Information

Project Name: Guardian Fixed Annuity SPDA Status of Filing in Domicile: Pending
 Project Number: 10-IFA 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: 01/05/2010 Explanation for Other Group Market Type:
 State Status Changed: 01/05/2010
 Deemer Date: Created By: Louis A Conte
 Submitted By: Peter Diggins Corresponding Filing Tracking Number:
 Filing Description:
 The Guardian Insurance & Annuity Company, Inc. (GIAC)
 NAIC Number: 429-78778 FEIN: 13-2656036

SERFF Tracking Number: GARD-126370609 State: Arkansas
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Inc.
Company Tracking Number: 10-IFA
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Guardian Fixed Annuity SPDA
Project Name/Number: Guardian Fixed Annuity SPDA/10-IFA
Individual Deferred Fixed Annuity Contract Form 10-IFA
Endorsement Forms 10-WSC, 10-TENPCF, 10-P100F and 10-PCERTF
Application Form EB-015238

We are enclosing for your review and approval the forms referred to above. Please see Appendix A for a list of forms that are being replaced and the approval dates of those replaced forms. We plan to introduce this product in February 2010 or upon approval, if later. In addition to the enclosed forms, the previously approved forms listed in Appendix A will also be used with this contract.

The IFA contract is a single premium individual deferred fixed annuity. It will be available in the general market and in the tax-qualified market. The contract provides a choice of initial guarantee periods where the interest rate will be guaranteed for a specific period of time. Initially, we plan on having guarantee periods of 1, 3, 5 and 7 years available. After the initial guarantee period, we will set the interest rate on the contract anniversary and it will be guaranteed for one year. This contract will also offer a one year additional interest rate on some of the guarantee periods. The minimum guaranteed interest rate will be the nonforfeiture rate and will not be redetermined once it set for a given contract. The actuarial memorandum provides details on how the minimum guaranteed interest rate is set.

The issue ages for the owner and annuitant are 0-90. The minimum single premium is \$5,000 and the maximum premium is \$1,500,000.

WSC Endorsement

This endorsement provides a waiver of surrender charge benefit in the case of confinement to a nursing home or a terminal illness.

Payments to 100 Endorsement

This endorsement adds a payout option to the basic contract which allows for fixed payments to age 100 of the annuitant. There is no life contingency associated with this option. This option provides a withdrawal benefit that allows the owner to withdraw all or a portion of the present value of the remaining payments.

Period Certain Endorsement

This endorsement adds a payout option under the basic contract which provides for fixed payments for a period certain of between 15-30 years. There is no life contingency associated with this option. The owner elects the guaranteed period prior to the annuity commencement date. This option has a withdrawal feature which allows the owner to withdraw all or a portion of the present value of remaining payments.

10 Year Period Certain Endorsement

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This endorsement adds a payout option under the basic contract which provides for fixed annuity payments for a 10 year period certain. There is no life contingency associated with this option.

The above referenced application form will be used to apply for this product.

We are enclosing an actuarial memorandum and statement of variability for the contract and application. Any applicable certifications, transmittals and filing fees are enclosed as required.

I hope this information is satisfactory and that we may receive your Department's approval of these forms 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

Peter Diggins, Project Manager pdiggins@glic.com
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.
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

SERFF Tracking Number: GARD-126370609 State: Arkansas
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Filing Fees

Fee Required? Yes
Fee Amount: \$300.00
Retaliatory? Yes
Fee Explanation: DE, our state of domicile ,fee is \$50 per form.
6 forms x \$50 =\$300
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Insurance & Annuity Company Inc.	\$300.00	12/28/2009	33129204

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Variable
Product Name: Guardian Fixed Annuity SPDA
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	01/05/2010	01/05/2010

SERFF Tracking Number: GARD-126370609 *State:* Arkansas
Filing Company: The Guardian Insurance & Annuity Company *State Tracking Number:* 44462
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Variable
Product Name: Guardian Fixed Annuity SPDA
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Disposition

Disposition Date: 01/05/2010

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		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Appendix A		Yes
Supporting Document	Statements of Variable Material		Yes
Form	Individual Single Premium Deferred Fixed Annuity Contract		Yes
Form	Waiver of Surrender Charge		Yes
Form	Endorsement		
Form	Endorsement: Annuity Payout Option – Fixed Payments to Age 100		Yes
Form	Endorsement: Annuity Payout Option - Payments for a Period Certain		Yes
Form	Endorsement: Annuity Payout Option – Payments for a 10 Year Period Certain		Yes
Form	Single Premium Deferred Annuity Application		Yes

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Form Schedule

Lead Form Number: 10-IFA

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	10-IFA	Policy/Contract/Fraternal Certificate Individual Single Premium Deferred Fixed Annuity Contract	Revised	Replaced Form #: see Appendix A Previous Filing #:	46.500	10-IFA.pdf
	10-WSC	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider Waiver of Surrender Charge Endorsement	Initial		46.100	10-WSC.pdf
	10-P100F	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider Endorsement: Payment to Age 100	Initial		46.500	10-P100F.pdf
	10-PCERTF	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider Endorsement: for a Period Certain	Initial		45.000	10-PCERTF.pdf

<i>SERFF Tracking Number:</i>	<i>GARD-126370609</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Insurance & Annuity Company</i>	<i>State Tracking Number:</i>	<i>44462</i>
	<i>Inc.</i>		
<i>Company Tracking Number:</i>	<i>10-IFA</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
	<i>Variable</i>		
<i>Product Name:</i>	<i>Guardian Fixed Annuity SPDA</i>		
<i>Project Name/Number:</i>	<i>Guardian Fixed Annuity SPDA/10-IFA</i>		
	Endorseme		
	nt or Rider		
10-	Policy/Cont Endorsement:	Initial	48.600
TENPCF	ract/Fratern Annuity Payout		10-
	al Option – Payments		TENPCF.pdf
	Certificate: for a 10 Year Period		
	Amendmen Certain		
	t, Insert		
	Page,		
	Endorseme		
	nt or Rider		
EB-015238	Application/ Single Premium	Initial	45.180
	Enrollment Deferred Annuity		EB-
	Form Application		015238.pdf

ANNUITANT
CONTRACT NUMBER

[JOHN DOE]
[00000000]

[35-MALE]
[DEC 01, 2009]

AGE AND SEX
ISSUE DATE



THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.

A Stock Company Incorporated in the State of Delaware

Customer Service Office:

[P.O. Box 26210

Lehigh Valley, PA 18002-6210

1-800-221-3253]]

Read this contract carefully. This contract is a legal contract between the Owner and The Guardian Insurance & Annuity Company, Inc. (GIAC).

GIAC will pay the benefits provided by this contract in accordance with its provisions. The entire contract consists of the Basic Contract and any attached endorsements, additional benefit riders and application(s). This contract is issued by GIAC at its Customer Service Office on the Issue Date. GIAC's home office is 1209 Orange Street, Wilmington, Delaware 19801. **However, GIAC receives all communications at its Customer Service Office shown on the Contract Data Page.**

	
Secretary	President

Checked by

On the Annuity Commencement Date, GIAC will begin to make annuity payments. Benefits depend on the Accumulation Value and the annuity payout option elected. Death benefit proceeds are payable upon the death of an Owner before the Annuity Commencement Date.

FREE LOOK PERIOD:

The Owner has the right to examine this contract and return it for cancellation to our Customer Service Office or to the agent from whom it was purchased within [10] days after receiving it. The contract and a cancellation notice must be delivered or mailed to cancel this contract. Any notice given by mail is effective upon being postmarked, properly addressed, and postage prepaid. If this contract is returned during this period, we will refund the premiums paid. The contract will be void from the beginning.

Individual Single Premium Deferred Fixed Annuity Contract

- Single Premium payable in accordance with contract provisions
- Annuity payments begin on the Annuity Commencement Date
- Non-participating – No dividends payable

WE & YOU

In this contract, the words “we”, “our” or “us” refer to GIAC, and the words “you” or “your” refer to the Owner of this contract.

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Any endorsements or additional benefit riders that are attached to the contract follow.

CONTRACT DATA

OWNER [JOINT OWNER]	[JOHN DOE] [JANE DOE]	AGE –SEX [35 – MALE] [35 – FEMALE]
ANNUITANT [CONTINGENT ANNUITANT]	[JOHN DOE] [JOE DOE]	[35-MALE] [10- MALE]
CONTRACT NUMBER	[00000000]	
ISSUE DATE	[DECEMBER 1, 2009]	
ANNUITY COMMENCEMENT DATE	[JULY 1, 2058]	
PRIMARY BENEFICIARY [CONTINGENT BENEFICIARY]	[MARY DOE] [TOM DOE]	
CONTRACT TYPE	[NON-QUALIFIED]	
CONTRACT NAME	[THE GUARDIAN FIXED ANNUITY]	
SINGLE PREMIUM	[\$25,000.00]	
[5 YEAR] INITIAL GUARANTEE PERIOD		
INITIAL GUARANTEED INTEREST RATE	[2.00%]	
[FIRST YEAR ADDITIONAL INTEREST RATE	[1%]	
MINIMUM GUARANTEED INTEREST RATE (NONFORFEITURE RATE)		[1.00%-3.00%]

CONTRACT DATA

ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS

- **[WAIVER OF SURRENDER CHARGE ENDORSEMENT BENEFIT ELIGIBILITY DATE - [December 1, 2010]]**
- **[ANNUITY PAYOUT OPTION – FIXED PAYMENTS TO AGE 100 –** The annual interest rate used in the calculation of the fixed annuity rates shown in the Table of Guaranteed Annuity Rates is [1.5%]. A charge in the amount of the lesser of \$25 or 2% of the amount withdrawn may apply to a withdrawal after the first withdrawal in each calendar quarter.]
- **[ANNUITY PAYOUT OPTION - PAYMENTS FOR A PERIOD CERTAIN –** The annual interest rate used in the calculation of the annuity rates shown in the Table of Guaranteed Annuity Rates is [1.5%]. A charge in the amount of the lesser of \$25 or 2% of the amount withdrawn may apply to a withdrawal after the first withdrawal in each calendar quarter.]
- **[ANNUITY PAYOUT OPTION – PAYMENTS FOR A 10 YEAR PERIOD CERTAIN –** The guaranteed annuity rate for this option is [8.963519]. The annual interest rate used in the calculation of this rate is [1.5%]. There is no charge related to this option.]

See the applicable endorsement/rider form for additional information regarding these endorsements/riders.

The interest rate used to compute the guaranteed fixed annuity rates shown in the Payment of Contract Proceeds section of this contract is [2.0%]. The mortality table used to compute the guaranteed annuity rates shown for Options F-1, F-2, and F-3 in the Payment of Contract Proceeds section of this contract is the [Annuity 2000 Mortality Table projected with Scale G Factors for 50 years and a five year age set-back.]

SURRENDER CHARGE SCHEDULE

A surrender or withdrawal may be subject to a Surrender Charge. The charge is equal to the amount of the Chargeable Premium withdrawn multiplied by the applicable percentage from the table below.

FULL NUMBER OF YEAR(S) COMPLETED SINCE ISSUE DATE	PERCENTAGE
[0	7%
1	7%
2	6%
3	5%
4	5%
5	4%
6	3%
7+	0%]

To obtain information about your coverage you may call your agent or contact our Customer Service Office by telephone at [1-800-221-3253] or by mail sent to one of the following addresses:

[For regular mail:

The Guardian Insurance & Annuity Company, Inc.
Customer Service Office
P.O. Box 26210
Lehigh Valley, PA 18002-6210

For overnight delivery:

The Guardian Insurance & Annuity Company, Inc.
Customer Service Office
3900 Burgess Place
Bethlehem, PA 18017]

1. DEFINITIONS

Certain important terms used in this contract are defined below. Additional terms, not explained here, are defined in other parts of this contract.

Accumulation Value: The value attributable to this contract. See the Accumulation Value section for a more detailed description of how this amount is determined.

Annuitant: The person named on the Contract Data page or named as the Annuitant in any later change shown in our records, on whose life the annuity payments are based. You may change the Annuitant at any time prior to the Annuity Commencement Date subject to our restrictions or limitations in effect at the time the request is made. The Annuitant may not be changed on or after the Annuity Commencement Date. If the Owner and Annuitant are not the same person and the Annuitant dies prior to the Annuity Commencement Date and there is no surviving Contingent Annuitant shown in our records, the Owner or, if there are joint Owners, the younger Owner then becomes the Annuitant.

Annuity Commencement Date: The date on which annuity payments under this contract begin. The Annuity Commencement Date is shown on the Contract Data page.

Basic Contract: This contract excluding any additional benefit riders or endorsements.

Beneficiary: In the absence of any surviving Owner, the person(s) designated to receive any benefits under a contract upon the death of an Owner. (See Primary Beneficiary and Contingent Beneficiary definitions). Upon the death of an Owner, a Beneficiary may make elections on how distributions will be made from this contract unless you indicate otherwise in a signed written notice received at our Customer Service Office in Good Order.

Business Day – Any day on which GIAC is open for business. GIAC's close of business is 4:00 p.m., Eastern Time. If any transaction or event is scheduled to occur on a day that is not a Business Day, or if a transaction request is received after close of business, such transaction or event will be processed on the next following Business Day unless otherwise specified.

Chargeable Premium – The Single Premium shown on the Contract Data page less the amount of the portion of any withdrawal on which a Surrender Charge was assessed. The Chargeable Premium is reduced to zero on the earlier of: (i) the effective date of a contract continuation in accordance with the Spousal Continuation section of this contract, or (ii) the Contract Anniversary as of which the percentage in the Surrender Charge Schedule shown on the Contract Data page first becomes zero.

Contingent Annuitant: A Contingent Annuitant is the person named by the Owner to become the Annuitant if the Annuitant dies before the Annuity Commencement Date and is shown on the Contract Data page. The Owner's right to name a Contingent Annuitant may be restricted under the provisions of a retirement or deferred compensation plan for which this contract is issued. A Contingent Annuitant may be named only if permitted by the laws of the jurisdiction in which this contract is issued and is not permitted if there is a Non-Natural Owner.

Contingent Beneficiary: The person(s) designated to receive any benefits under a contract upon an Owner's death should there be no surviving Owner and all Primary Beneficiaries predecease such Owner. In the event that a Contingent Beneficiary predeceases the Owner, unless otherwise elected by the Owner in a written notice received at our Customer Service Office in Good Order, any benefits due to a deceased Contingent Beneficiary will be distributed pro rata among any surviving Contingent Beneficiaries. If there are no surviving Contingent Beneficiaries, the benefits will be paid to the estate of the deceased Owner. (See Beneficiary and Primary Beneficiary definitions.)

Contract Anniversary: The annual anniversary measured from the Issue Date of this contract.

Contract Year: A year measured from a Contract Anniversary to the day immediately prior to the next Contract Anniversary. The first Contract Year begins on the Issue Date of this Contract.

Due Proof of Death in Good Order: All necessary paperwork including a certified death certificate and such other information we may require to process the death benefit after we receive settlement instructions in Good Order.

Earnings: An amount on any Business Day which is equal to the Accumulation Value at the end of such day less the Net Premium for such date.

Free Withdrawal Amount: An amount equal to 10% of the Chargeable Premium as of the Issue Date for the first Contract Year and as of each subsequent Contract Anniversary for the Contract Year beginning on such date. This amount may be withdrawn each Contract Year without incurring a Surrender Charge. The Free Withdrawal Amount is non-cumulative and is only available on a Contract Year basis. As such, amounts not taken during a given Contract Year cannot be taken as Free Withdrawal Amounts in a subsequent Contract Year.

Good Order: Notice from any party authorized to initiate a contract transaction under this contract received at the Customer Service Office in a format satisfactory to us that includes all information we require to process a requested transaction.

Initial Guarantee Period: The period of time, measured from the Issue Date, during which the initial guaranteed interest rate shown on the Contract Data page is guaranteed not to change. This period is shown on the Contract Data page and is described in the Initial Guarantee Period section of this contract.

Internal Revenue Code (“Code”): The Internal Revenue Code of 1986 as amended, and the rules and regulations thereunder, and successor provisions thereto.

Issue Date: The date this contract is issued at our Customer Service Office. The Issue Date is shown on the Contract Data page. Contract Anniversaries and Contract Years are measured from the Issue Date.

Net Premium: The single premium paid by the Owner to us in accordance with the provisions of this contract, less the aggregate amount of any withdrawals of premium made on or prior to the Business Day on which the Net Premium is being calculated in accordance with the Surrender and Withdrawals section of this contract.

Non-Natural Owner: An Owner that is a corporation, trust or other entity that is not a natural person as defined under the Internal Revenue Code.

Non-Qualified Contract: A contract other than a Qualified Contract.

Owner (“Contract Owner,” “you,” “your,” “yours”): The person(s) designated in the Contract Data page who has the privilege of ownership of this contract. The contract may be owned by natural persons, or by corporations, trusts, or custodial accounts that hold the contract as agent for and for the sole benefit of a natural person(s).

Primary Beneficiary: The person(s) designated to receive benefits under a contract upon an Owner’s death. In the case of joint Owners, the surviving Owner is automatically the Primary Beneficiary and cannot be changed. In the event that a Primary Beneficiary predeceases you, unless otherwise elected by you in a written notice received at our Customer Service Office in Good Order, any benefits due to a deceased Primary Beneficiary will be distributed pro rata among any surviving Primary Beneficiaries. In the event that all Primary Beneficiaries predecease you, proceeds will be paid to the surviving Contingent Beneficiaries. (See Beneficiary and Contingent Beneficiary definitions).

Qualified Contract: A contract that is issued in conjunction with a retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

Surrender Value: The Accumulation Value less any applicable Surrender Charge and annuity taxes.

2. OWNER AND BENEFICIARY

Owner

The Owner is the person to whom this contract is issued or named as an Owner in any later change shown in our records. The Owner alone has the right to receive all benefits and exercise all rights this contract grants or we allow. If this contract is issued as an individual retirement annuity, the Owner must be the Annuitant. If this contract is issued in conjunction with an individual retirement account (IRA), the Owner must be the IRA trustee or the custodian and the Annuitant must be the individual for whose benefit the IRA is maintained. If this contract is issued in conjunction with a retirement plan qualified under Section 401(a) of the Internal Revenue Code, the Owner must be the plan trustee or custodian and the Annuitant must be the participant for whose benefit the contract is purchased.

Joint Owners

If this contract is issued to more than one person or more than one person is named as Owner in any later change, as shown in our records, we consider them to be joint Owners. Joint Owners are not permitted if there is a Non-Natural Owner.

Each joint Owner will possess an undivided interest in the contract. Each joint Owner named in our records must sign any written request for a contract transaction. Unless otherwise provided, if a joint Owner dies, ownership passes to the surviving joint Owner. If there are joint Owners, all references to "Owner", "you" or "your", are deemed to include all joint Owners, unless otherwise specified.

Non-transferability of Ownership

Notwithstanding any other provision of this contract, if this contract is issued as a Qualified Contract in conjunction with a retirement plan qualified under the Internal Revenue Code unless we determine that the transaction conforms with the requirements of the applicable section of the Internal Revenue Code, the Owner may not:

- change the ownership;
- change the Annuitant;
- sell or assign this contract;
- pledge this contract as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than GIAC, unless the Owner is:
 - the trustee of any employee trust qualified under the Internal Revenue Code;
 - the custodian of a custodial account treated as such; or
 - the employer under a qualified non-trusteed pension plan.

Beneficiary

The Beneficiary is named by you and is shown on the Contract Data page, or subsequently named in any later change shown in our records. Upon the death of any Owner or, in the event of a Non-Natural Owner, the Annuitant prior to the Annuity Commencement Date, the Beneficiary, in the absence of any surviving Owner, will receive a death benefit payable under this contract. See the Death Benefit section for more information. In the case of a Non-Natural Owner, we may require that the Non-Natural Owner also be named the Primary Beneficiary.

If the Annuitant dies on or after the Annuity Commencement Date, any remaining benefit payable after an Annuitant's death may also be paid, in the absence of any surviving Owner, to the Beneficiary. See the Payment of Contract Proceeds section for more information.

Change of Owner or Beneficiary

Before the Annuity Commencement Date, the Owner may, subject to our approval, change the ownership of this contract by a written request in Good Order. Such change may be subject to state and federal gift taxes, federal income taxes and penalty taxes. If there are joint Owners, both Owners must agree in writing to any change of ownership. Any new Owner must meet our issue requirements in effect on the Business Day we receive your written request in Good Order at our Customer Service Office. We reserve the right to restrict ownership changes to once per calendar year.

Subject to any existing assignment, the Owner may change the Beneficiary at any time. The change will take effect as of the date the request is signed, whether or not the Owner or Annuitant is living when we receive the request in Good Order at our Customer Service Office. However, the change will not apply to any payments made or actions taken by us before the request is received.

Assignment

We will not be bound by an assignment unless it is received at our Customer Service Office in Good Order and is accepted by us. An assignment must be signed and dated by both the assignor and the assignee and, as applicable, by the Beneficiary. The rights of any Owner or Beneficiary and the entire contract, as defined in The Contract provision set forth in the General Provisions section, will be subject to the assignment. We will rely solely on the assignee's statement as to the amount of the assignee's interest. We will not be responsible for any tax consequences arising from or the validity of any assignment, or for any actions taken in reliance on the validity of the assignment.

Unless otherwise provided, the assignee may exercise all rights granted by this contract except:

- the right to change the Owner or Beneficiary; and
- the right to elect an annuity payout option.

Assignments are subject to all payments made or actions taken by us on or before the Business Day we accept the assignment at our Customer Service Office.

Death of an Owner

Upon the death of any Owner, ownership of this contract prior to the full distribution of the death benefit proceeds will pass as follows:

- any surviving Owner or joint Owner; if none then
- any surviving Primary Beneficiary; if none then
- any surviving Contingent Beneficiary; if none then
- your estate.

Upon the death of the Annuitant if the Owner is a Non-Natural Owner, the Non-Natural Owner will retain ownership of this contract prior to the full distribution of the death benefit proceeds.

Death of Beneficiary

In the event that all Primary Beneficiaries predecease you, we will pay the death benefit proceeds to the surviving Contingent Beneficiaries. In the event that a Contingent Beneficiary predeceases you, unless otherwise elected by you in a written notice received at our Customer Service Office in Good Order, any benefits due to deceased Contingent Beneficiaries will be distributed pro rata among any surviving Contingent Beneficiaries. You may instead elect to name Contingent Beneficiaries in a numbered sequence. If so, all benefits are paid to the surviving Contingent Beneficiaries in the lowest numbered class. For example, if you name a first Contingent Beneficiary, a second Contingent Beneficiary and a third Contingent Beneficiary, we will pay the benefits to the first Contingent Beneficiary if he or she is alive on the earlier of the date we receive Due Proof of Death in Good Order or the 15th day after the date of death. If the first Contingent Beneficiary is not alive on that date, we will pay the benefits to the second Contingent Beneficiary, if alive on that date, and to the third Contingent Beneficiary only if neither the first or second Contingent Beneficiaries is alive on the date we receive Due Proof of Death in Good Order. If there are no surviving Contingent Beneficiaries, we will pay the benefits to your estate.

3. ANNUITY BENEFIT

Annuity Benefit

We will make annuity payments to you starting on the Annuity Commencement Date shown on the Contract Data page if the Annuitant is then living and this contract is in force on that date.

The Annuity Commencement Date cannot be later than the Contract Anniversary following the Annuitant's 95th birthday. On the Annuity Commencement Date, the amount of the first annuity payment will be calculated by applying the Accumulation Value of the contract, less annuity taxes, if any, under the applicable annuity payout option. The payment amounts will vary according to the Annuitant's age and sex, if issued as a Non-Qualified Contract, unless otherwise required by applicable law. See the Payment of Contract Proceeds section for an explanation of how annuity payments are determined.

Change of Annuity Commencement Date or Annuity Payout Option

If we consent, you may change the Annuity Commencement Date to a date not later than the Contract Anniversary following the Annuitant's 95th birthday. You may also change any elected annuity payout option before the Annuity Commencement Date. In order to effect either of these changes, we must receive your request in Good Order at our Customer Service Office at least 60 days before the Annuity Commencement Date.

Change of Annuitant

Where allowed by law, you may change the Annuitant or name or change a Contingent Annuitant at any time prior to the Annuity Commencement Date, subject to our approval. Any new Annuitant must meet our issue requirements in effect on the Business Day we receive your written request in Good Order at our Customer Service Office. We reserve the right to restrict Annuitant changes to once per calendar year.

If there is a change in Annuitant, the Annuity Commencement Date will be set to the earlier of the current Annuity Commencement Date or the Contract Anniversary following the new Annuitant's 95th birthday unless an earlier date is otherwise elected by the Owner.

4. DEATH BENEFITS

Notwithstanding any provision of this contract to the contrary, no payment of benefits provided under the contract will be allowed that does not satisfy the requirements of section 72(s) of the Code, as amended from time to time, for Non-Qualified Contracts and section 401(a)(9), as amended from time to time, for Qualified Contracts.

A. Death of an Owner Before the Annuity Commencement Date

A death benefit is payable upon receipt at our Customer Service Office of Due Proof of Death in Good Order of any Owner prior to the Annuity Commencement Date. If the Owner is a Non-Natural Owner, the death of the Annuitant will be treated as the death of an Owner for purposes of determining whether a death benefit is payable. For Non-Qualified Contracts where there is a Non-Natural Owner, a change of Annuitant will also be treated as the death of the Owner for the purposes of determining whether a death benefit is payable.

The death benefit is payable to:

- any surviving Owner or joint Owner; if none then
- any surviving Primary Beneficiary; if none then
- any surviving Contingent Beneficiary; if none then
- your estate.

Unless otherwise provided, in order to receive the death benefit, the party named above must be living on the earlier of:

- the date we receive Due Proof of Death in Good Order at our Customer Service Office; or
- the 15th day after the date of death.

Multiple Beneficiaries

When there is more than one Beneficiary, we will pay the death proceeds for a Beneficiary's portion of the death benefit when we receive Due Proof of Death in Good Order at our Customer Service Office and settlement instructions from that Beneficiary. The amount payable for those Beneficiaries who have not provided settlement instructions will continue to accrue interest as described in this contract until we receive instructions from those Beneficiaries. This means each Beneficiary may receive a different amount, even where all Beneficiaries have been designated as to share equally in the proceeds.

Calculation of Death Benefit

We will calculate the death benefit on the date we receive Due Proof of Death in Good Order. We will pay the appropriate Beneficiaries (or surviving joint Owner(s) if applicable) their portion of the death proceeds once settlement instructions are received from each applicable payee. The amount payable for any payee who has not provided settlement instructions at the time Due Proof of Death in Good Order is received will continue to accrue interest as described in this contract until we receive settlement instructions from those payees. We will have no further obligations under the contract once death proceeds are paid to all applicable payees.

Amount of Death Benefit

The amount of the death benefit is the Accumulation Value as of the end of the Business Day we receive Due Proof of Death in Good Order, less annuity taxes, if any.

Upon the exercise of the Spousal Continuation provision of this contract, the death benefit payable upon the death of the spouse who has continued the contract will be the Accumulation Value as of the end of the Business Day we received Due Proof of Death in Good Order of that person's death at our Customer Service Office.

Distribution of Death Benefit Proceeds

In general, the death benefit is paid in a lump sum. A Beneficiary (or surviving joint Owner, if applicable) that is entitled to a death benefit may defer payment of this sum for up to five years from the date of death.

Instead of a lump sum payment, the Beneficiary (or surviving joint Owner, if applicable), may elect to have the death benefit distributed over his or her life, or in accordance with one of the annuity payout options described in this contract that contains a life contingency with an applicable guaranteed period that does not extend beyond his or her life expectancy. However, this election must be made and distributions must commence within one year of the date of death. If this election is not made within the one year time period, the lump sum option will be deemed elected and the death benefit will be fully distributed within five years of the date of death. We will consider that deemed election as our receipt of settlement instructions regarding payment of the death benefit proceeds.

In addition, if your spouse is the only Primary Beneficiary (or the sole surviving joint Owner) when you die, your surviving spouse may be able to elect (or may be deemed to have elected) to continue the contract. See the Spousal Continuation section below for more information.

If a Beneficiary that is entitled to a death benefit is not a natural person, the Beneficiary must elect that the entire death benefit be distributed within five years of the date of your death.

You may designate that a Beneficiary is to receive the death benefit proceeds either through an annuity payout option under this contract or over a period that does not exceed the life expectancy of that Beneficiary. Such designation must be made in writing in Good Order, and may only be revoked in your written notice received at our Customer Service Office in Good Order. Upon your death, the Beneficiary cannot revoke or modify any designation you made on how the death benefit proceeds are to be paid.

A Beneficiary (or surviving joint Owner, if applicable) that is entitled to a death benefit has the right to elect another beneficiary to receive the death benefit proceeds in the event of his or her death prior to the full distribution of the proceeds.

B. Death of an Owner on or after the Annuity Commencement Date

If any Owner dies on or after the Annuity Commencement Date, and before the entire interest in the contract has been distributed, any remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used as of the date of death.

5. SPOUSAL CONTINUATION

Spousal continuation means that the surviving spouse of a deceased Owner qualifies to continue the contract and to become the Owner, and elects (or is deemed to have elected, as described below) to do so.

We must receive written notice in Good Order of the election of spousal continuation by the end of the 90th day after we receive Due Proof of Death in Good Order at our Customer Service Office. If the surviving spouse qualifies for spousal continuation, as described below, and has not elected a method of payment of the death benefit by the end of the 90 day period, spousal continuation will be deemed to have been elected on the 90th day. However, spousal continuation will not be deemed to have been automatically elected if the marriage between the Owner and the Owner's spouse is not legally recognized as a marriage under Federal law.

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

This contract may be continued under spousal continuation only if an Owner dies before the Annuity Commencement Date, the deceased Owner's spouse is the sole joint Owner or is the sole surviving Primary Beneficiary on the date of such Owner's death and the surviving spouse meets our issue requirements in effect on the Business Day we receive your written request in Good Order at our Customer Service Office.

The surviving spouse will become the new Owner. If the deceased Owner had been the Annuitant, the surviving spouse will become the Annuitant. If the deceased Owner had been the Contingent Annuitant, the surviving spouse will become the Contingent Annuitant. If this contract is continued under spousal continuation, the death benefit payable on the continued contract will be the Accumulation Value as of the date we received Due Proof of Death in Good Order of the surviving spouse at our Customer Service Office.

If the Annuitant is changed under spousal continuation in accordance with the terms of this contract, the Annuity Commencement Date will then be the Contract Anniversary following the new Annuitant's 95th birthday, unless an earlier date is otherwise elected by the Owner. Upon continuation, the Chargeable Premium under this contract is reduced to zero and therefore no Surrender Charge will be applicable to a surrender or withdrawal made after the effective date of the continuation.

6. SINGLE PREMIUM

The single premium shown on the Contract Data page is payable at our Customer Service Office on or before the Issue Date. Upon request, we will give you a receipt signed by one of our officers.

7. GUARANTEE PERIOD AND INTEREST CREDITING

Initial Guarantee Period

You may allocate your Net Premium to one of the Initial Guarantee Periods we make available under this contract. You may not change your Initial Guarantee Period once this contract has been issued. The Initial Guarantee Period you elect is shown on the Contract Data page.

Interest Crediting

Interest will accrue daily. During the Initial Guarantee Period, the interest rate credited on the Accumulation Value will be the Initial Guaranteed Interest Rate shown on the Contract Data page. The interest rate credited in the first Contract Year may include additional interest that will only apply during the first Contract Year. The first year additional interest rate, if applicable, is shown on the Contract Data page. On each Contract Anniversary following the Initial Guarantee Period, the interest rate credited on the Accumulation Value will be the then current rate that we make available at that time to contracts that are in the same class as this contract for one-year guarantee periods after the Initial Guarantee Period and is guaranteed not to change until the next Contract Anniversary. This rate may be different than the current rate we make available to newly issued contracts of the same class with a one-year Initial Guarantee Period. The rate credited in any given year will never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data page. The Minimum Guaranteed Interest Rate is set on the Issue Date and is guaranteed not to change.

8. ACCUMULATION VALUE

Accumulation Value

The Accumulation Value is equal to:

- the single premium; plus
- interest credited in accordance with the Interest Crediting provision of this contract; and less
- any withdrawal including any Surrender Charge.

This contract does not have any Accumulation Value on or after the Annuity Commencement Date.

Annuity Taxes

In jurisdictions in which an annuity tax is payable when premium payments are received, we will deduct the amount of tax payable due to the premium payment from: (a) the Accumulation Value when it is applied under a payout option; (b) the Surrender Value upon surrender; (c) the amount withdrawn upon a withdrawal or (d) the death benefit payable upon death.

In jurisdictions that do not require payment of a tax, the above paragraph will not apply.

9. SURRENDER AND WITHDRAWALS

Surrender of Contract

Before the Annuity Commencement Date, you may surrender this contract for its Surrender Value as defined below. The contract will then terminate. We must receive your request for such surrender in Good Order at our Customer Service Office. This contract must be sent to our Customer Service Office for cancellation.

The Surrender Value is equal to the Accumulation Value as of the end of the Business Day on which we receive your written request for surrender in Good Order, less

- any applicable Surrender Charge, as described below; and
- any annuity taxes.

Withdrawals

Before the Annuity Commencement Date, you may withdraw a portion of the Accumulation Value of this contract, subject to the conditions described below. We must receive your request for any withdrawal in Good Order at our Customer Service Office.

Each withdrawal payment may be reduced by a Surrender Charge (described below) and any applicable annuity taxes. Unless otherwise requested, the amount of any withdrawal including any applicable Surrender Charge and annuity taxes, if any, will be deducted from the Accumulation Value as of the end of the Business Day on which we receive your written request for withdrawal in Good Order.

The total Accumulation Value remaining after a withdrawal must be at least \$2,000. If a withdrawal results in the Accumulation Value falling below \$2,000, then we reserve the right to cancel the contract and pay you the Surrender Value.

Impact of Surrenders and Withdrawals

Surrenders and withdrawals may be subject to federal and state income taxes and a 10% federal penalty tax. Withdrawals reduce your Accumulation Value and your death benefit. Your ability to withdraw or surrender may be limited by the terms of a qualified plan.

Surrender Charge

If you make a withdrawal or surrender the contract, we may assess a Surrender Charge against the Chargeable Premium according to the Surrender Charge Schedule shown on the Contract Data page.

A. Surrender Charge Applicable to a Withdrawal

A Surrender Charge will apply to any withdrawal that results in a reduction in the Chargeable Premium. The Surrender Charge will be the applicable percentage shown in the Surrender Charge Schedule on the Contract Data page multiplied by the amount of the reduction in Chargeable Premium.

We will not assess a Surrender Charge on amounts withdrawn:

- from Earnings;
- in accordance with the Required Minimum Distributions provision as set forth below;
- as a Free Withdrawal Amount; and
- after the effective date of a continuation in accordance with the Spousal Continuation section of this contract.

For the purpose of calculating the Surrender Charge applicable to a withdrawal, we assume that any amount withdrawn during a Contract Year will be withdrawn in the following order:

- from Earnings; then
- from Net Premiums not subject to a Surrender Charge; and then
- from Chargeable Premiums.

B. Surrender Charge Applicable to a Surrender

The Surrender Charge upon a surrender of this contract is equal to the applicable percentage shown in the Surrender Charge Schedule on the Contract Data page multiplied by the Chargeable Premium.

It may happen that the Chargeable Premium exceeds the Accumulation Value. In this case, if you surrender the contract, we will calculate the Surrender Charge based on the full amount of Chargeable Premium, even though the Chargeable Premium exceeds the Accumulation Value.

In the case of a surrender of the contract, the Free Withdrawal Amount is not applicable.

Required Minimum Distributions

A Surrender Charge will not be assessed on a withdrawal that was made as a distribution 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 eligible governmental non-qualified deferred compensation plan (Code Section 457(b)), an individual retirement account (Code Section 408(a)), a Roth IRA (Code Section 408A) 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).

Required Minimum Distributions are subject to the following requirements and limitations:

- The Owner must choose a systematic withdrawal program authorizing GIAC to calculate and pay the Required Minimum Distribution for the calendar year;
- Each Required Minimum Distribution is in the amount that we calculate based on information that the Owner provides to us and our understanding of the Code. We reserve the right to make changes in such calculations as we determine to be appropriate to comply with the Code and Treasury Regulations; and
- No withdrawals (other than Required Minimum Distributions) are made from the contract during the Contract Year.

10. PAYMENT OF CONTRACT PROCEEDS

Annuity Payments

If the Annuitant is living and this contract is in force on the Annuity Commencement Date, we will begin to make annuity payments under one of the payout options below or any other payout option we make available. You may elect for payments to be made monthly, quarterly, semi-annually or annually or in any other frequency that we make available. If no election is made as of the Annuity Commencement Date, payments will be made monthly under Annuity Payout Option F-2 with a guaranteed period of 10 years. Payment of any annuity benefit or death benefit may be made under an annuity payout option we make available under this contract. If annuity payout option F-3 is chosen, you must select a joint Annuitant prior to the Annuity Commencement Date.

All annuity payments are based on:

- the age and sex (if a Non-Qualified Contract) of the Annuitant at the birthday nearest the Annuity Commencement Date;
- the annuity payout option elected; and
- the frequency in which you elect to receive payments.

Payee

Unless you request otherwise, the payee of any annuity payments will be the first among the following who is living at the time the payment is to be made:

- any surviving Owner or joint Owner; if none then
- any surviving Primary Beneficiary; if none then
- any surviving Contingent Beneficiary.

If no payees are living and a guaranteed payment period has not ended, the present value of any remaining payments will be paid to the estate of the last remaining payee.

Annuity Payout Options

You may elect to receive annuity payments from one of the following options or any other option we make available. Unless stated otherwise, once annuity payments begin you may not change the Annuitant, payout option, guaranteed period or, in the case of option F-3, the survivor percentage.

Life Annuity without Guaranteed Period (Option F-1)

We will make annuity payments during the lifetime of the Annuitant. We do not guarantee a minimum number of annuity payments under this option. Payments stop once the Annuitant dies.

Life Annuity with Guaranteed Period (Options F-2)

We will make annuity payments during the lifetime of the Annuitant. Payments are guaranteed for any number of full years between 1 and 30. The length of the guaranteed period must be elected prior to receiving any annuity payments, and cannot exceed the life expectancy of the Annuitant. If the Annuitant dies before the end of the guaranteed period, we will pay the balance of the payments for the remainder of that period, unless you elect to be paid the present value of the current dollar amount of the then remaining annuity payments in a lump sum.

Joint and Survivor Annuity (Options F-3)

We will make annuity payments while the Annuitant and joint Annuitant are living and during the survivor's remaining lifetime. Based on your selection, payments may have no guaranteed period or may have a guaranteed period for any number of full years between 1 and 30. If you select a guaranteed period, the length of the guaranteed period must be elected prior to receiving any annuity payments, and cannot exceed the joint life expectancy of the Annuitants. When an Annuitant dies, payments based on a percentage of the payment in effect while both were living will continue for the lifetime of the survivor. The percentage may be any whole number percentage between 5% and 100%. The percentage must be elected prior to receiving the first annuity payment. If both Annuitants die before the end of any guaranteed period, we will pay the balance of the payments for the remainder of that period, unless you elect to be paid the present value of the current dollar amount of the then remaining annuity payments in a lump sum.

Beneficiary Restrictions

You may designate how a Beneficiary is to receive the annuity payments available under this contract. Such designation must be made in writing in Good Order, and may only be revoked in your written notice received at our Customer Service Office in Good Order. Upon your death, a Beneficiary cannot revoke or modify any designation you made on how the annuity payments are to be paid.

Determination of the Annuity Payments

The Accumulation Value on the Annuity Commencement Date, less any applicable annuity taxes not previously paid, will be used to determine the amount of the annuity payment.

Each \$1,000 of Accumulation Value is multiplied by the greater of the following:

- the current annuity rate in effect on the Annuity Commencement Date applicable to the payout option elected, or
- the guaranteed annuity rate for the payout option elected.

The guaranteed annuity rate is based on the annual interest rate and the Mortality Table shown on the Contract Data page. The monthly annuity rates for Options F-1, F-2 with a 10 year guaranteed period and F-3 with no guaranteed period and a two-thirds survivor benefit are shown in the Annuity Payout Option Tables. Guaranteed annuity rates not shown are available upon request.

Annuity Payout Options: General Provisions

- At least \$2,000 must be applied under an annuity payout option. If the Accumulation Value (less any applicable annuity taxes not previously paid) is less than \$2,000 on the Annuity Commencement Date, the amount will be paid to the payee in one sum and the contract will be cancelled.
- The interest rate used to compute the present value of any remaining unpaid payments will be the same interest rate used when first determining the annuity payments.
- We reserve the right to change the frequency of payment if monthly annuity payments are or become \$20 or less.
- We require satisfactory proof in Good Order of the age and sex, if applicable, of the Annuitant prior to the date annuity payments begin.
- The annuity payout options will not be available with respect to any part of the proceeds payable to an assignee or to other than a natural person entitled to receive proceeds, except with our consent.
- The Owner or any payee does not have the right to advance or assign payments made under an annuity payout option.
- To the extent permitted by law, the death benefit and the payments made under an annuity payout option will not be subject to encumbrance, or to the claims of creditors or legal process.
- The greater of the guaranteed settlement option rates or the rates currently in use on the Annuity Commencement Date are to be used.
- Unless otherwise specified, annuity payout options described in the Basic Contract are irrevocable and have no Surrender Value.

**ANNUITY PAYOUT OPTION TABLES
 GUARANTEED ANNUITY RATES FOR THE MONTHLY ANNUITY PAYMENT PURCHASED
 WITH EACH \$1,000 OF PROCEEDS APPLIED**

Age	Option F-1			Option F-2			Option F-3 Joint and Two-Thirds Survivor Annuity							
	Life Annuity No Guaranteed Period			Life Annuity 10 year Guaranteed Period			Female Age			Unisex Age				
	M	F	U	M	F	U	Male Age	5 Yrs Less	Same Age	5 Yrs Older	Unisex Age	5 Yrs Less	Same Age	5 Yrs Older
40	2.55	2.44	2.48	2.55	2.44	2.48	40	2.38	2.44	2.50	40	2.38	2.43	2.49
41	2.57	2.47	2.51	2.57	2.47	2.51	41	2.40	2.46	2.52	41	2.40	2.45	2.51
42	2.60	2.49	2.53	2.60	2.49	2.53	42	2.42	2.48	2.55	42	2.42	2.48	2.54
43	2.63	2.52	2.56	2.63	2.51	2.56	43	2.45	2.51	2.58	43	2.44	2.50	2.56
44	2.66	2.54	2.59	2.66	2.54	2.59	44	2.47	2.53	2.61	44	2.46	2.53	2.59
45	2.70	2.57	2.62	2.69	2.57	2.62	45	2.49	2.56	2.64	45	2.49	2.55	2.62
46	2.73	2.60	2.65	2.73	2.60	2.65	46	2.52	2.59	2.67	46	2.51	2.58	2.65
47	2.77	2.63	2.68	2.76	2.63	2.68	47	2.55	2.62	2.70	47	2.54	2.61	2.69
48	2.80	2.66	2.71	2.80	2.66	2.71	48	2.57	2.65	2.73	48	2.57	2.64	2.72
49	2.84	2.69	2.75	2.84	2.69	2.75	49	2.60	2.68	2.77	49	2.59	2.67	2.75
50	2.88	2.72	2.78	2.88	2.72	2.78	50	2.63	2.72	2.81	50	2.62	2.70	2.79
51	2.92	2.76	2.82	2.92	2.76	2.82	51	2.66	2.75	2.84	51	2.65	2.74	2.83
52	2.96	2.80	2.86	2.96	2.79	2.86	52	2.69	2.79	2.89	52	2.69	2.77	2.87
53	3.01	2.83	2.90	3.00	2.83	2.90	53	2.73	2.82	2.93	53	2.72	2.81	2.91
54	3.06	2.87	2.94	3.05	2.87	2.94	54	2.76	2.86	2.97	54	2.75	2.85	2.95
55	3.11	2.92	2.99	3.10	2.91	2.98	55	2.80	2.90	3.02	55	2.79	2.89	3.00
56	3.16	2.96	3.04	3.15	2.96	3.03	56	2.84	2.95	3.07	56	2.83	2.93	3.04
57	3.21	3.01	3.09	3.20	3.00	3.08	57	2.88	2.99	3.12	57	2.87	2.98	3.09
58	3.27	3.05	3.14	3.26	3.05	3.13	58	2.92	3.04	3.17	58	2.91	3.02	3.15
59	3.33	3.10	3.19	3.32	3.10	3.18	59	2.96	3.09	3.23	59	2.95	3.07	3.20
60	3.39	3.16	3.25	3.38	3.15	3.24	60	3.01	3.14	3.29	60	3.00	3.12	3.26
61	3.46	3.21	3.31	3.44	3.20	3.30	61	3.06	3.20	3.35	61	3.04	3.18	3.32
62	3.53	3.27	3.37	3.51	3.26	3.36	62	3.11	3.25	3.41	62	3.09	3.23	3.38
63	3.60	3.33	3.44	3.58	3.32	3.42	63	3.16	3.31	3.48	63	3.15	3.29	3.45
64	3.68	3.40	3.51	3.66	3.39	3.49	64	3.21	3.38	3.55	64	3.20	3.35	3.52
65	3.76	3.47	3.58	3.73	3.45	3.56	65	3.27	3.44	3.63	65	3.26	3.42	3.60
66	3.85	3.54	3.66	3.82	3.52	3.64	66	3.33	3.51	3.71	66	3.32	3.49	3.68
67	3.94	3.61	3.74	3.90	3.60	3.71	67	3.40	3.59	3.80	67	3.38	3.56	3.76
68	4.04	3.70	3.83	4.00	3.68	3.80	68	3.46	3.67	3.89	68	3.45	3.64	3.85
69	4.15	3.78	3.92	4.09	3.76	3.89	69	3.54	3.75	3.99	69	3.52	3.72	3.94
70	4.26	3.87	4.02	4.19	3.85	3.98	70	3.61	3.84	4.09	70	3.60	3.81	4.04
71	4.37	3.97	4.12	4.30	3.94	4.08	71	3.69	3.93	4.21	71	3.68	3.90	4.15
72	4.50	4.07	4.23	4.41	4.04	4.18	72	3.78	4.03	4.32	72	3.76	4.00	4.26
73	4.63	4.18	4.35	4.53	4.14	4.29	73	3.87	4.14	4.45	73	3.85	4.11	4.38
74	4.78	4.30	4.48	4.65	4.25	4.40	74	3.96	4.25	4.58	74	3.94	4.22	4.51
75	4.93	4.43	4.61	4.78	4.37	4.52	75	4.06	4.37	4.73	75	4.04	4.34	4.65
76	5.08	4.56	4.75	4.91	4.49	4.65	76	4.17	4.50	4.88	76	4.15	4.46	4.80
77	5.25	4.71	4.91	5.05	4.62	4.78	77	4.28	4.64	5.04	77	4.26	4.60	4.95
78	5.43	4.86	5.07	5.19	4.75	4.92	78	4.40	4.78	5.21	78	4.39	4.74	5.12
79	5.62	5.03	5.24	5.34	4.90	5.06	79	4.53	4.94	5.40	79	4.51	4.89	5.29
80	5.82	5.21	5.43	5.50	5.05	5.21	80	4.66	5.10	5.59	80	4.65	5.05	5.48

Annuity Rates not shown in the table are available upon request.

11. GENERAL PROVISIONS

The Contract

The entire contract consists of this contract and any attached endorsements additional benefit riders or application(s). We rely upon the statements made by the applicant in issuing this contract. All statements made by the applicant are assumed to be true to the best knowledge and belief of the person(s) making them. These statements are representations and not warranties.

Only the President, a Vice President, or the Secretary of GIAC may make or modify this contract, and then only in writing. No agent is authorized to change this contract, waive any of our requirements or waive an answer to any question in the application(s).

We will not be bound by any promise or statement made by any agent or other person except as stated above.

We may at any time make any change in this contract to the extent that such change is required in order to make this contract conform with any law or any regulation issued by any governmental authority to which it is subject.

Any paid-up annuity benefit, Surrender Value, or death benefit payable under this contract is not less than the minimum required by the jurisdiction in which this contract is delivered.

Age and Sex

If the age or sex, if applicable, of the Annuitant has been misstated, we will adjust any benefit payable under this contract, based on the correct age and sex. Any overpayments we make because of such misstatement, with interest at 6% a year, compounded annually, will be charged against benefits falling due after the adjustment. If we make any underpayment because of such misstatement, we will pay the balance immediately, with interest at 6% a year, compounded annually.

Incontestability

This contract is incontestable after it has been in force for two (2) years from the Issue Date.

Proof of Age and Survival

We have the right to require satisfactory proof in Good Order of the age of the payee or payees; and that a payee is living when a payment is contingent upon the payee's survival. We have the right to discontinue annuity payments until we receive proof in Good Order at our Customer Service Office.

Communications with Us

We receive all communications only at our Customer Service Office. Please include the contract number, full names of any Owner(s) and Annuitant, and each Owner's current address in all correspondence with us.

Payments by Us

Any payment by us under this contract is payable at our Customer Service Office. We reserve the right to require surrender of this contract prior to payment of the death benefit.

Nonparticipating

This contract is not eligible for dividends and will not share in the surplus earnings of GIAC.

Taxes

We will not be responsible for any tax consequences arising out of any transactions or ownership of this contract.

Deferment

We will ordinarily pay any death benefit, annuity payment, withdrawal or surrender proceeds within seven days after the date we receive your request in Good Order, or Due Proof of Death in Good Order and settlement instructions, at our Customer Service Office. However, when permitted by law, we may defer any payment for up to 6 months after written request for such payment is received in Good Order. Interest will accrue daily, starting on the date deferment begins, at the Minimum Guaranteed Interest Rate shown on the Contract Data page on any amount deferred 30 days or more.

Reports to the Owner

We will provide a written report to the Owner at least once each Contract Year while this contract has an Accumulation Value.

The annual report will include the following information as of the most recent Contract Anniversary:

- the Accumulation Value; and
- the Surrender Value.

The report will also include any other information required by the jurisdiction in which this contract is delivered.



**The Guardian Insurance &
Annuity Company, Inc.**

**Customer Service Office:
P.O. Box 26210
Lehigh Valley, PA 18002-6210**

**A Stock Company
Incorporated in the
State of Delaware**

Individual Single Premium Deferred Fixed Annuity Contract

- Single Premium payable in accordance with contract provisions
- Annuity payments begin on the Annuity Commencement Date
- Non-participating – No dividends payable

Waiver of Surrender Charge Endorsement

This endorsement is attached to, and made part of your contract. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Basic Contract, the provisions of this endorsement will control. This endorsement will waive any surrender charge applicable to a withdrawal or surrender of Accumulation Value of the Basic Contract if one of the qualifying events described in this endorsement have been met.

Definitions

Terms used in this endorsement that are not described below have the meaning ascribed in the Basic Contract to which this endorsement is attached.

Skilled Nursing Facility: A licensed facility which is operated as a Skilled Nursing Facility according to the law of the jurisdiction in which it is located and (i) provides skilled nursing care under the supervision of a Physician, (ii) provides continuous 24 hour a day nursing service by or under the supervision of a registered professional nurse (R.N.), and (iii) maintains a daily medical record of each patient.

Physician: A medical doctor within the definition of Section 1861(r)(1) of the Social Security Act who is licensed to practice the healing arts and who is acting within the scope of his or her license. It does not include an Annuitant or Owner under the Basic Contract. It also does not include an Immediate Family Member of the Annuitant, any Owner or any Beneficiary.

Immediate Family Member: A relative by birth, marriage or adoption including siblings, parents, spouse, children, in-laws and any financial dependents.

Terminal Illness: An illness or condition certified by a Physician as a condition that can reasonably expect to result in death within 6 months. The diagnosis of Terminal Illness must occur after the Issue Date of the Basic Contract.

Benefit Eligibility

Any Surrender Charge under the Basic Contract will be waived if an owner satisfies any of the following qualifying events:

- An Owner has been diagnosed by a Physician after the Issue Date of the Basic Contract with a Terminal Illness as defined in this endorsement.
- An Owner whose age on the Issue Date is 75 or less is confined to a Skilled Nursing Facility. In order to be eligible for this qualifying event, the confinement must:
 - (a) have begun after the Issue Date of the Basic Contract;
 - (b) be in effect on the date the benefit under this endorsement is exercised; and
 - (c) be in effect for at least 90 consecutive days.

This qualifying event may only be exercised on or after the Benefit Eligibility Date shown on the Contract Data page.

Proof of Eligibility

Proof of a qualifying event acceptable to us must be provided in order to be eligible for the benefit under this endorsement. When proof of eligibility requires a diagnosis by a Physician, a certification by a Physician who has examined the Owner and is qualified to provide such diagnosis must be provided.

We reserve the right to have the Owner examined by a Physician of our choosing and at our own expense when a claim is filed. In the case of conflicting Physician opinions, eligibility for benefits will be determined by a third Physician who is mutually acceptable to the Owner and GIAC.

Notice of Claim

A written request for Waiver of Surrender Charge under one of the qualifying events under this endorsement should be sent to our Customer Service Office. Upon receipt of such a request, we will send a claim form to you. The claim form should be completed and sent to our Customer Service Office in Good Order. If a waiver claim is denied, withdrawal or surrender proceeds will not be distributed until the Owner has been notified of the denial and has the opportunity to cancel the withdrawal or surrender request.

Termination

This endorsement terminates on the earliest of the following:

- the date the Basic Contract terminates; or
- the Annuity Commencement Date; or
- the Contract Anniversary on which the Surrender Charge percentage under the Basic Contract becomes zero; or
- the date we receive the Owner's written request for termination in Good Order at our Customer Service Office.

The Guardian Insurance & Annuity Company, Inc.



Secretary

ENDORSEMENT

Annuity Payout Option – Fixed Payments to Age 100

This endorsement is attached to and made part of the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Fixed Payments to Age 100 is hereby added to the Basic Contract as an annuity payout option. If this payout option is elected, and if the Annuitant is living and the Basic Contract is in force on the Annuity Commencement Date, we will make fixed monthly payments to the payee described in the Basic Contract in accordance with the provisions of this endorsement.

Definitions

Terms used in this endorsement that are not described below have the meaning ascribed in the Basic Contract to which this endorsement is attached.

Fixed Payments to 100

We will make monthly payments that are guaranteed for a whole number of years. The number of years will equal 100 minus the Annuitant's age on the birthday nearest the Annuity Commencement Date. If this option is chosen, the first annuity payment is determined by multiplying (a) by (b) where:

- (a) is the annuity rate for the first monthly fixed annuity payment shown in the Table of Guaranteed Annuity Rates provided in this endorsement for the Annuitant's age on the birthday nearest the Annuity Commencement Date; and
- (b) is the Accumulation Value divided by 1,000.

The first annuity payment described above is based on the guaranteed annual interest rate shown on the Contract Data page. We declare a new annual interest rate for this option on January 1st of each year. This interest rate will remain in effect through December 31st of that calendar year and will never be less than the guaranteed annual interest rate shown on the Contract Data page. If we declare an interest rate that is higher than the guaranteed rate, subsequent payments for that calendar year will be increased monthly based on the relationship between the declared rate and the guaranteed rate shown on the Contract Data page.

During the first calendar year in which contract proceeds are applied to this option, the interest rate declared on January 1st of that year will be used to determine the amount of any payments after the first payment for the remainder of that calendar year.

Unless a withdrawal is made in accordance with the Withdrawal Provision set forth below, the amount of any monthly payments under this option will not be less than any previous monthly payment. A withdrawal under this option will result in a proportional reduction of the next payment following the withdrawal. All payments thereafter may increase if we declare an interest rate that is higher than the guaranteed rate as described above.

Death of Annuitant

If the Annuitant dies during the annuity payment period, we will pay the balance of the payments to the payee for the remainder of that period. Unless the Owner indicates otherwise in a signed written notice received at our Customer Service Office in Good Order, the payee may elect:

- to be paid the present value of the current dollar amount of the then remaining payments in a lump sum; or
- to change to the Life Annuity without Guaranteed Period option. The present value of the remaining payments will then be applied to a Life Annuity without Guaranteed Period.

The interest rate used to compute the present value of any remaining unpaid payments is the same rate that was used to determine the first monthly annuity payment as described in the Fixed Payments to 100 provision above.

Withdrawal Provision

Under this payout option, the payee (unless the Owner indicates otherwise in a signed written notice received at our Customer Service Office in Good Order) has the right to withdraw all or a portion of the present value of the remaining payments. A withdrawal of a portion of the present value of the remaining payments will result in a proportional reduction in the next payment. Payments thereafter will be based on this reduced amount. A full withdrawal will terminate the Basic Contract.

The following conditions apply to withdrawals of a portion of the present value of remaining payments:

- the payee may not withdraw less than \$500; and
- after making a withdrawal, the present value of the total remaining payments must be at least \$2,000 and each remaining monthly payment must be at least \$20;

If a withdrawal request does not meet the conditions stated in the second bullet above, we will promptly attempt to contact the Owner for additional instructions. If we do not receive revised instructions that comply with the conditions stated in the second bullet above in Good Order at our Customer Service Office within five Business Days of the original request, we will pay the Owner, or the Beneficiary if an Owner is no longer living, the present value of the remaining payments and cancel the Basic Contract.

A withdrawal of all or a portion of the present value of the remaining payments may have tax consequences, and may be subject to a Surrender Charge and annuity taxes if the amount of the Chargeable Premium was greater than zero on the date the Accumulation Value (less any applicable annuity taxes) was applied to this payout option and where the Surrender Charge has not expired at the time of the withdrawal. If so, withdrawals under this payout option may be reduced by a portion of the Surrender Charge applicable at that time.

To calculate the Surrender Charge applicable to a withdrawal under this payout option, the following formula is applied to the Chargeable Premium that was in effect on the Annuity Commencement Date; (a) times ((b) divided by (c)) times (d) where:

- (a) is the Surrender Charge that would have applied if the Basic Contract was surrendered on the Annuity Commencement Date less the amount of any Surrender Charge that was previously deducted from prior withdrawals under this payment option;
- (b) is the number of whole months from the date of the withdrawal until the date that the Surrender Charge would have expired;
- (c) is the number of whole months remaining from the Annuity Commencement Date until the date that the Surrender Charge would have expired; and
- (d) is the present value of remaining payments withdrawn divided by the present value of the remaining payments.

The Free Withdrawal Amount under the Basic Contract is not available following the Annuity Commencement Date.

Issue Date

The effective date of this endorsement is the Issue Date of the Basic Contract.

The Guardian Insurance & Annuity Company, Inc.



Secretary

Table of Guaranteed Annuity Rates

Payments to Age 100

Age	Years to 100	ANNUITY RATES FOR THE FIRST MONTHLY ANNUITY PAYMENT PURCHASED WITH EACH \$1,000 OF PROCEEDS APPLIED
40	60	2.099103
41	59	2.121149
42	58	2.144004
43	57	2.167711
44	56	2.192317
45	55	2.217869
46	54	2.244421
47	53	2.272029
48	52	2.300755
49	51	2.330664
50	50	2.361827
51	49	2.394322
52	48	2.428232
53	47	2.463647
54	46	2.500665
55	45	2.539394
56	44	2.579951
57	43	2.622462
58	42	2.667067
59	41	2.713921
60	40	2.763192
61	39	2.815065
62	38	2.869747
63	37	2.927466
64	36	2.988474
65	35	3.053053
66	34	3.121519
67	33	3.194226
68	32	3.271570
69	31	3.354002
70	30	3.442029
71	29	3.536232
72	28	3.637271
73	27	3.745906
74	26	3.863014
75	25	3.989613
76	24	4.126887
77	23	4.276231
78	22	4.439289
79	21	4.618022
80	20	4.814780

Annuity Rates not shown are available upon request.

ENDORSEMENT

Annuity Payout Option - Payments for a Period Certain

This endorsement is attached to and made part of the Basic Contract and is subject to all applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Payments for a Period Certain is hereby added to the Basic Contract as a payout option. If this payout option is elected, and if the Annuitant is living and the Basic Contract is in force on the Annuity Commencement Date, we will make fixed monthly payments to the payee for a fixed period of time under the terms of this endorsement.

Definitions

Terms used in this endorsement that are not described below have the meaning ascribed in the Basic Contract to which this endorsement is attached.

Payments for a Period Certain

We will make monthly payments that are guaranteed for a whole number of years. You may elect the number of years from the Period Certain column in the Table of Guaranteed Annuity Rates provided in this endorsement. If this option is chosen, the first annuity payment is determined by multiplying (a) by (b) where:

- (a) is the Annuity Rate for the first monthly payment shown in the Table of Guaranteed Annuity Rates provided in this endorsement for the applicable Period Certain; and
- (b) is the Accumulation Value divided by 1,000.

The first annuity payment described above is based on the guaranteed annual interest rate shown on the Contract Data page. We declare a new annual interest rate for this option on January 1st of each year. This interest rate will remain in effect through December 31st of that calendar year and will never be less than the guaranteed annual interest rate shown on the Contract Data page. If we declare an interest rate that is higher than the guaranteed rate, subsequent payments for that calendar year will be increased monthly based on the relationship between the declared rate and the guaranteed rate shown on the Contract Data page.

During the first calendar year in which contract proceeds are applied to this option, the interest rate declared on January 1st of that year will be used to determine the amount of any payments after the first payment for the remainder of that calendar year.

Unless a withdrawal is made in accordance with the Withdrawal Provision set forth below, the amount of any monthly payments under this option are guaranteed not to be less than any previous monthly payment. A withdrawal under this option will result in a proportional reduction of the next payment following the withdrawal. All payments thereafter may increase if we declare an interest rate that is higher than the guaranteed rate as described above.

Death of Annuitant

If the Annuitant dies during the annuity payment period, we will pay the balance of the payments to the payee for the remainder of that period. Unless the Owner indicates otherwise in a signed written notice received at our Customer Service Office in Good Order, the payee may elect to be paid the present value of the current dollar amount of the then remaining payments in a lump sum. The interest rate used to compute the present value of any remaining unpaid payments will be the same rate that was used to determine the first monthly annuity payment described above.

Withdrawal Provision

Under this payout option, the payee (unless the Owner indicates otherwise in a signed written notice received at our Customer Service Office in Good Order) has the right to withdraw all or a portion of the present value of the remaining payments. A withdrawal of a portion of the present value of remaining payments will result in a proportional reduction in future payments as described in the Payments of Period Certain provision above. A full withdrawal will terminate the Basic Contract.

The following conditions apply to withdrawals of a portion of the present value of remaining payments:

- the payee may not withdraw less than \$500; and
- after making a withdrawal, the present value of the total remaining payments must be at least \$2,000 and each remaining monthly payment must be at least \$20;

If a withdrawal request does not meet the conditions stated in the second bullet above, we will promptly attempt to contact the Owner for additional instructions. If we do not receive revised instructions that comply with the conditions stated in the second bullet above in Good Order at our Customer Service Office within five Business Days of the original request, we will pay the Owner, or the Beneficiary if an Owner is no longer living, the present value of the remaining payments and cancel the Basic Contract.

A withdrawal of all or a portion of the present value of the remaining payments may have tax consequences and may be subject to a Surrender Charge and annuity taxes if the amount of the Chargeable Premium was greater than zero on the date the Accumulation Value (less any applicable annuity taxes) was applied to this payout option and where the Surrender Charge has not expired at the time of the withdrawal. If so, withdrawals under this payout option may be reduced by a portion of the Surrender Charge applicable at that time.

To calculate the Surrender Charge applicable to a withdrawal under this payout option, the following formula is applied to the Chargeable Premium that was in effect on the Annuity Commencement Date; (a) times ((b) divided by (c)) times (d) where:

- (a) is the Surrender Charge that would have applied if the Basic Contract was surrendered on the Annuity Commencement Date less the amount of any Surrender Charge that was previously deducted from prior withdrawals under this payment option;
- (b) is the number of whole months of any remaining unpaid payments until the date that the Surrender Charge would have expired;
- (c) is the number of whole months remaining from the Annuity Commencement Date until the date that the Surrender Charge would have expired; and
- (d) is the present value of remaining payments withdrawn divided by the present value of the remaining payments.

The Free Withdrawal Amount under the Basic Contract is not available following the Annuity Commencement Date.

Issue Date

The effective date of this endorsement is the Issue Date of the Basic Contract.

The Guardian Insurance & Annuity Company, Inc.


Secretary

ENDORSEMENT

Table of Guaranteed Annuity Rates

Payments for a Period Certain

Period Certain	ANNUITY RATES FOR THE FIRST MONTHLY ANNUITY PAYMENT PURCHASED WITH EACH \$1,000 OF PROCEEDS APPLIED
15 Years	6.195142
16 Years	5.849669
17 Years	5.545021
18 Years	5.274392
19 Years	5.032411
20 Years	4.814780
21 Years	4.618022
22 Years	4.439289
23 Years	4.276231
24 Years	4.126887
25 Years	3.989613
26 Years	3.863014
27 Years	3.745906
28 Years	3.637271
29 Years	3.536232
30 Years	3.442029

ENDORSEMENT

Annuity Payout Option – Payments for a 10 Year Period Certain

This endorsement is attached to and made part of the Basic Contract and is subject to all applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

This endorsement provides for fixed monthly annuity payments for a period of 10 years.

Definitions

Terms used in this endorsement that are not described below have the meaning ascribed in the Basic Contract to which this endorsement is attached.

Annuity Payout Option – Monthly Payments for a 10 Year Period Certain

Payments for a 10 Year Period Certain is hereby added to the Basic Contract as a payout option. If this payout option is elected, and if the Annuitant is living and the Basic Contract is in force on the Annuity Commencement Date, we will make fixed monthly payments to the payee for a period of 10 years under the terms of this endorsement. The fixed monthly payment for the duration of 10 years will be based on the then current interest rate for this option on the Annuity Commencement Date but will not be less than the amount described in the Guaranteed Monthly Payment provision below.

Death of Annuitant

If the Annuitant dies during the 10 year payment period, we will pay the balance of the payments to the payee for the remainder of that period. Unless the Owner indicates otherwise in a signed written notice received at our Customer Service Office in Good Order, the payee may elect to be paid the present value of the current dollar amount of the then remaining payments in a lump sum. The interest rate used to compute the present value of any remaining unpaid payments will be the interest rate upon which the annuity payments were calculated.

Withdrawals

No withdrawals are permitted under this option.

Guaranteed Monthly Payment

The amount of any monthly annuity payment under this option will not be less than the guaranteed amount determined by multiplying (a) by (b) where:

- (a) Is the guaranteed annuity rate shown on the Contract Data page for this option; and
- (b) is the Accumulation Value divided by 1,000.

In addition to the annuity rate, the annual interest rate used to determine the guaranteed annuity rate is also shown on the Contract Data page.

Issue Date

The effective date of this endorsement is the Issue Date of the Basic Contract.

The Guardian Insurance & Annuity Company, Inc.


Secretary

[The Guardian Fixed Annuity]
Single Premium Deferred Annuity Application



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

Instructions: Send completed application and check made payable to The Guardian Insurance & Annuity Company, Inc. to the mailing address on Page 3.

1. INITIAL GUARANTEE PERIOD

Select one option below:

- One Year Initial Guarantee Period** - does not include any additional Interest
- Three Year Initial Guarantee Period** - does not include any additional Interest
- Five Year Initial Guarantee Period** - includes 1% of additional Interest for the first year only
- Seven Year Initial Guarantee Period** - includes 1% of additional Interest for the first year only

Note: After expiration of the Initial Guarantee Period, all subsequent Guarantee Periods will be one year.

2. ACCOUNT REGISTRATION

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

Name John Doe	SS# or Tax ID# 123 45 6789	Date of Birth (mm/dd/yyyy) 12/15/1970	Age 39
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)	Age
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)	Age
Primary Residential Address	City	State	Zip
Mailing Address (Required if different from primary residential address)	City	State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other	E-mail	Daytime Telephone	

Annuity Commencement Date will be the annuitant's 95th birthday. If you want the Annuity Commencement Date to be other than this date, notify GIAC in writing.

3. 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	Optional, but Recommended 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 %	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	



4. 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)

5. PREMIUM PAYMENT

Initial SINGLE premium of \$ 5,000 . Minimum single premium is [\$5,000.]

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

6. 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 the answer to either question is "Yes", complete any required state replacement forms and 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 #

7. 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 2) 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.

8. 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.

Signature Section continued on the following page



EB-01523802100102

8. SIGNATURES (continued)

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) All statements made in this application are true to the best of my knowledge and belief, and I agree that they are adopted by and are binding on me and shall form the basis for any annuity contract issued by The Guardian Insurance & Annuity Company, Inc. (GIAC); (2) I understand that the contract applied for shall not take effect until the later of: (a) the issuance of the contract, or (b) receipt by GIAC of the required contract payment; and (3) GIAC has the unilateral right to determine whether any contract shall be issued on the basis of this application. I further agree that this application shall be affixed to and become part of the annuity contract. **I understand that federal law requires all financial institutions to obtain and record information that identifies each person who applies for an 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.**

I acknowledge that: (1) I understand the terms and conditions associated with this contract; (2) I have received and reviewed the Buyer's Guide and the Disclosure Statement; and (3) I have discussed my financial status and objectives, tax status and insurance needs with my agent/registered representative.

I affirm that no proposed owner is currently residing in a Skilled Nursing Facility (nursing home) and understand that confinement in a Skilled Nursing Facility that began prior to the issue date of the contract would not be considered as a qualifying event under the Waiver of Surrender Charges benefit under the contract.

Signature of Contract Owner / Authorized Person <i>X John Doe</i>		Signature of Joint Owner (if any) <i>X</i>	
Signed at City Anytown	State PA	Date 02/12/10	

9. 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 you answer "Yes" to either question consult the state's replacement rules and complete any required replacement forms.

Print Name of Agent/Registered Representative Jack Smith		Print Name of Broker/Dealer			
Signature of Agent/Registered Representative <i>X 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	

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

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

<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. Retirement Solutions, Individual Products P.O. Box 26210 Lehigh Valley, PA 18002-6210</p>	<p>Express Mail: The Guardian Insurance & Annuity Company, Inc. Retirement Solutions, Individual Products 3900 Burgess Place Bethlehem, PA 18017</p>



EB-01523802100103

SERFF Tracking Number: GARD-126370609 State: Arkansas
 Filing Company: The Guardian Insurance & Annuity Company State Tracking Number: 44462
 Inc.
 Company Tracking Number: 10-IFA
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
 Variable
 Product Name: Guardian Fixed Annuity SPDA
 Project Name/Number: Guardian Fixed Annuity SPDA/10-IFA

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
AR Readabiity.pdf		
Certificate of Compliance with Arkansas Rules and Regulations 19 and 49.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The application for approval is on the From schedule		
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 Variable Material		
Comments:		
Statements of Variable Material		
Attachments:		
Statement of Variability - Application.pdf		
Statement of Variable Material for Form 10-IFA.pdf		



STATE OF ARKANSAS

READABILITY CERTIFICATION

COMPANY NAME: The Guardian Insurance & Annuity Company , Inc.

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Title	Form Number	Flesch Score
Individual Single Premium Deferred Fixed Annuity Contract	10-IFA	46.5
Waiver of Surrender Charge Endorsement	10-WSC	* 46.1
Endorsement: Annuity Payout Option – Fixed Payments to Age 100	10-P100F	46.5
Endorsement: Annuity Payout Option - Payments for a Period Certain	10-PCERTF	45
Endorsement: Annuity Payout Option – Payments for a 10 Year Period Certain	10-TENPCF	48.6
Single Premium Deferred Annuity Application	EB-015238	45.18

* when scored in conjunction with 10-IFA

The terms " Annuitant", "Annuity Commencement Date", "Accumulation Value" and "Beneficiary", which are defined terms were omitted from the Flesch score calculation.

Name: John J. Monahan
Title: Director
Date: December 10, 2009



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

Insurer: The Guardian Insurance & Annuity Company, Inc.

Form Number(s):

Form Number
10-IFA
10-WSC
10-P100F
10-PCERTF
10-TENPCF
EB-015238

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

Name: Nahulan Ethirveerasingam

Title: Asst. V.P., Product Management

Date: Dec. 10, 2009

APPENDIX A

AR

CONTRACT

New Contract Form	Replaced Contracts	Replaced Contracts Approval Date
10-IFA	IFA-2010 IFA-2010SN	8/31/1995 8/31/1995
	IFA-2011 IFA-2011SN	1/11/2002 1/11/2002

Previously approved forms to be used with New Contract	Approval date
08-IRA; 08-SIRA; 08-RIRA	11/15/2007 #37336

Statement of Variability

Application EB-015238

The following describes the variable data in the above application form. The variable areas of the application are bracketed.

The following is a description of the variable areas of the application:

Variable 1 (Page 1: Product Name): The marketing name of the product that the application 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 marketing name is The Guardian Fixed Annuity.

Variable 2 (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.

Variable 3 (Section 1: Initial Guarantee Period): This section will list the initial guarantee periods that are available under the contract. These are variable so that we can add/delete/modify the number and length of the guarantee periods. The variable will also allow us to indicate which of the guarantee periods include a first year additional interest. The range of values in this section is 1 through 7 occurrences and the range of the length of the guarantee periods is 1 year to 10 years.

Variable 4 (Section 4: 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 refilled. The reason for any change would have to do with tax code changes which would either change/add/remove certain types of qualified plans.

Variable 5 (Section 5: Premium Payment): We have bracketed the minimum single premium amount since we would like to have the ability to change the minimum premium amount without resubmitting the application. The reason for any change may be due to market and/or competitive conditions. The current value is \$5,000. The range of values is \$100-\$50,000.

Variable 6 (Section 9: Agent/Registered Representative Signature): We have bracketed the Regular Mail address 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 without resubmitting the application. The current address is Retirement Solutions, Individual Products, P.O. Box 26210, Lehigh Valley, PA 18002-6210.

Variable 7 (Section 9: Agent/Registered Representative Signature): We have bracketed the Express Mail address used to correspond with the company via overnight delivery. We are considering this as variable data since we would like to have the ability to change the address without resubmitting the application.

[The Guardian Fixed Annuity]
Single Premium Deferred Annuity

Variable 1

Variable 2



GUARDIAN®

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

Instructions: Send completed application and check made payable to The Guardian Insurance & Annuity Company, Inc. to the mailing address on Page 3.

1. INITIAL GUARANTEE PERIOD

Select one option below:

- One Year Initial Guarantee Period** - does not include any additional Interest
- Three Year Initial Guarantee Period** - does not include any additional Interest
- Five Year Initial Guarantee Period** - includes 1% of additional Interest for the first year only
- Seven Year Initial Guarantee Period** - includes 1% of additional Interest for the first year only

Variable 3

Note: After expiration of the Initial Guarantee Period, all subsequent Guarantee Periods will be one year.

2. ACCOUNT REGISTRATION

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

Name John Doe	SS# or Tax ID# 123 45 6789	Date of Birth (mm/dd/yyyy) 12/15/1970	Age 39
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)	Age
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)	Age
Primary Residential Address	City	State	Zip
Mailing Address (Required if different from primary residential address)	City	State	Zip
Relationship to Owner (Check One) <input type="checkbox"/> Spouse <input type="checkbox"/> Other	E-mail	Daytime Telephone	

Annuity Commencement Date will be the annuitant's 95th birthday. If you want the Annuity Commencement Date to be other than this date, notify GIAC in writing.

3. 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	Optional, but Recommended 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 %	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	



EB-01523802100101

4. 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)

variable 4

5. PREMIUM PAYMENT

Initial SINGLE premium of \$ 5,000 . Minimum single premium is [\$5,000]

variable 5

Payment Method: Check (payable to GIAC) Wire 1035 Exchange Rollover Direct Transfer CD/Mutual Fund Transfer

6. 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 the answer to either question is "Yes", complete any required state replacement forms and provide the information below on all contracts or policies to be replaced. (Attach a separate sheet if necessary):

Insurer Name	Owner Name	Contract/Policy #

7. 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 2) 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.

8. 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.

Signature Section continued on the following page



EB-01523802100102

8. SIGNATURES (continued)

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) All statements made in this application are true to the best of my knowledge and belief, and I agree that they are adopted by and are binding on me and shall form the basis for any annuity contract issued by The Guardian Insurance & Annuity Company, Inc. (GIAC); (2) I understand that the contract applied for shall not take effect until the later of: (a) the issuance of the contract, or (b) receipt by GIAC of the required contract payment; and (3) GIAC has the unilateral right to determine whether any contract shall be issued on the basis of this application. I further agree that this application shall be affixed to and become part of the annuity contract. **I understand that federal law requires all financial institutions to obtain and record information that identifies each person who applies for an 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.**

I acknowledge that: (1) I understand the terms and conditions associated with this contract; (2) I have received and reviewed the Buyer's Guide and the Disclosure Statement; and (3) I have discussed my financial status and objectives, tax status and insurance needs with my agent/registered representative.

I affirm that no proposed owner is currently residing in a Skilled Nursing Facility (nursing home) and understand that confinement in a Skilled Nursing Facility that began prior to the issue date of the contract would not be considered as a qualifying event under the Waiver of Surrender Charges benefit under the contract.

Signature of Contract Owner / Authorized Person <i>X John Doe</i>		Signature of Joint Owner (if any) <i>X</i>	
Signed at City Anytown	State PA	Date 02/12/10	

9. 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 you answer "Yes" to either question consult the state's replacement rules and complete any required replacement forms.

Print Name of Agent/Registered Representative Jack Smith		Print Name of Broker/Dealer			
Signature of Agent/Registered Representative <i>X 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		

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

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

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

variable 6

variable 7



EB-01523802100103

Statement of Variable Material for Form 10-IFA

Our submission of the above form for approval in your state includes a number of areas in the form that have been bracketed as variable. Some fields are variable because they include “John Doe” related information which means the value varies by each contract, while other areas are considered variable to allow changes for future contracts without requiring the form to be resubmitted for approval.

Variable	Description	Page	Range of Data, if applicable, or explanation of data
Variable 1	Owner	3	Name of the Owner will be shown in this field.
Variable 2	Joint Owner	3	If applicable, the name of any joint Owner will appear in this field. If there is no named joint Owner, this section will not appear.
Variable 3	Annuitant	3	Name of Annuitant will appear in this field.
Variable 4	Contingent Annuitant	3	If applicable, the name of any Contingent Annuitant will appear in this field. If there is no named Contingent Annuitant, this section will not appear.
Variable 5	Age and sex	3	The age and sex of the Owner, joint Owner, Annuitant, Contingent Annuitant, as applicable, will appear in these fields.
Variable 6	Contract Number	3	This is a unique number which identifies the contract in our administrative systems and for correspondence with the Owner.
Variable 7	Issue Date	3	This is the date the Contract is issued and becomes effective.
Variable 8	Annuity Commencement Date	3	The Annuity Commencement Date appears here. If an earlier date is not elected by the Owner, the date that appears is the Contract Anniversary following the Annuitant’s 95 th birthday.
Variable 9	Primary Beneficiary	3	This is the name of the Primary Beneficiary elected in the initial application.
Variable 10	Contingent Beneficiary	3	This is the name(s) of the Contingent Beneficiary(ies) elected in the initial application. If no Contingent Beneficiary is named, this field will not appear.
Variable 11	Contract Type	3	This field will include the type of plan that the product was sold in. The possible values for this field are: NON-QUALIFIED, INDIVIDUAL RETIREMENT ACCOUNT, CONTRIBUTORY ROTH IRA, CONVERSION ROTH IRA, SEP IRA, INHERITED TRADITIONAL IRA, INHERITED ROTH IRA, SIMPLE IRA, CUSTODIAL IRA, 401(a) and PENSION PLAN 401(k). This range will also include any changes in IRS Code which creates/revises a Qualified plan for which we may use this fixed annuity.
Variable 12	Contract Name	3	The marketing name of the contract will be shown in this field. The current marketing name is: The Guardian Fixed Annuity. If the marketing name changes, we will update this field to include the new marketing name.
Variable 13	Single Premium	3	This field will show the single premium payment made under the contract.
Variable 14	Initial Guarantee Period	3	This is the number of years that the interest rate applicable to the contract is guaranteed not to change. The owner has the option to select from multiple guarantee periods. Currently, we plan on having the following guarantee periods available: 1 year, 3 years, 5 years and 7 years. The range of values for this field will be whole years between 1

			and 10. The applicable guarantee period elected by the owner in the application will be shown on a particular contract.
Variable 15	Initial Guaranteed Interest Rate	3	This is the interest rate applicable to the guarantee period elected by the owner. This will be the interest rate that is credited under this rider for the initial guarantee period. The interest rates will be determined based on market conditions and will be set each month. Rates will be applicable to newly issued contracts only.
Variable 16	First Year Additional Interest Rate	3	This is the rate of interest that we add to the initial guaranteed interest rate in the first contract year only regardless of the length of the guarantee period. This additional interest may apply to some initial guarantee periods and not others. Currently, the one year additional interest will apply to guarantee periods of 5 and 7 years. In addition, we are considering the amount of additional interest as variable as well. The range of values is .05%-2%. Currently, the additional interest rate for the 5 and 7 year guarantee period is 1%; no additional interest will apply to the 1 year and 3 year periods. Note that if there is no additional interest available for a given guarantee period this section will not appear in the contract.
Variable 17	Minimum Guaranteed Interest Rate (nonforfeiture rate)	3	This is the minimum guaranteed interest rate that applies to the contract. It is based on the minimum nonforfeiture rate applicable to the contract. There will be no redetermination of this rate so the rate calculated at issue will apply to all contract years. It is calculated as follows: The rate is set on the Issue Date of the contract and is guaranteed not to change for the life of the contract. The rate is equal to: <ul style="list-style-type: none"> the average of the five-year Constant Maturity Treasury Rate for each day that is reported by the Federal Reserve during the month of October in the calendar year preceding the Issue Date rounded to the nearest 1/20th of one percent; less 1.25%; Not to exceed 3% or be less than 1%. Therefore, the range of values is 1%-3%. The rate that will be applicable for contracts issued in 2010 is 1.1%.
ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS – Each of the variables in this section will only appear if the benefit is either elected by the Owner or are automatically included in all contracts. In the case of the endorsements that are automatically included in all contracts, they will appear in all contracts unless we decide to no longer make these endorsements available to newly issued contracts. Then all newly issued contracts would not receive the endorsement.			
Variable 18	Waiver of Surrender Charge Endorsement	3.1	This indicates when the waiver of surrender charge endorsement is attached to the contract. Currently, it will be attached to all contracts. It is marked as variable so that if it is decided to remove the endorsement from future issues it can be done so without re-filing the contract data page.
Variable 18.1	Benefit Eligibility Date	3.1	This is the date that the waiver or surrender charge endorsement becomes eligible for a nursing home qualifying event. This variable will appear whenever the Waiver of Surrender Charge endorsement is attached to the contract. Currently this date is one year from the Issue Date of the contract. The range of values is between 90 days and 2 years from the Issue Date of the contract.
Variable 19	Payments to Age 100 Payout Option Endorsement	3.1	This section will appear if the Payments to Age 100 Payout Option is made available to newly issued contracts. Currently, the Payments to Age 100 Payout Option

			endorsement will be automatically included in all newly issued contracts. If we decide to no longer make the option available for new issues, this section will not appear.																		
Variable 19.1	Payments to Age 100 Payout Option Interest Rate		This is the interest rate that is used in the determination of the guaranteed annuity rates for the Payments to Age 100 payout option. Currently, this interest rate is 1.5%. The range of values for this field is 1%-4%. Any change in this interest rate would only apply to newly issued contracts.																		
Variable 20	Period Certain Payout Option Endorsement	3.1	This section will appear if the Period Certain Payout Option is made available to newly issued contracts. Currently, the Period Certain Payout Option endorsement will be automatically included in all newly issued contracts. If we decide to no longer make the option available for new issues, this section will not appear.																		
Variable 20.1	Period Certain Payout Option Interest Rate	3.1	This is the interest rate that is used in the determination of the guaranteed annuity rates for the Period Certain Payout Option. Currently, this interest rate is 1.5%. The range of values for this field is 1%-4%. Any change in this interest rate would only apply to newly issued contracts.																		
Variable 21	10 Year Period Certain Payout Option Endorsement	3.1	This section will appear if the 10 Year Period Certain Payout Option is made available to newly issued contracts. Currently, the 10 Year Period Certain Payout Option endorsement will be automatically included in all newly issued contracts. If we decide to no longer make the option available for new issues, this section will not appear.																		
Variable 21.1	10 Year Period Certain Payout Option Annuity Rate	3.1	This is the guaranteed annuity rate on which the minimum monthly payment is determined. The current rate is 8.963519. The range of values for this field is 8.541100 – 10.057636.																		
Variable 21.2	10 Year Period Certain Payout Option Interest Rate	3.1	This is the interest rate that is used in the determination of the guaranteed annuity rate in variable 25.1. Currently, this interest rate is 1.5%. The range of values for this field is 1%-4%. Any change in this interest rate would only apply to newly issued contracts.																		
Variable 22	Guaranteed Annuity Rates - Interest Rate	3.1	This is the interest rate that is used in the determination of the guaranteed annuity rates for the fixed payout options F-1, F-2 and F-3 shown in the Payment of Contract Proceeds section of the contract. Currently, this interest rate is 2.0%. The range of values for this field is 1%-4%. Any change in this interest rate would only apply to newly issued contracts.																		
Variable 23	Guaranteed Annuity Rates - Mortality Table	3.1	This is the mortality table used in the determination of the guaranteed annuity rates for payout options F-2 and F-3 in the Payment of Contract Proceeds section of the contract. The current value for this field is the Annuity 2000 Mortality table projected with Scale G Factors for 50 years and a five year age set-back. Any change in this table will apply to newly issued contracts only.																		
Variable 24	Surrender Charge Schedule	3.2	This is the schedule for determining the dollar amount of the Surrender Charge applicable to the contract. It is shown as a percentage of the Chargeable Premium. There is currently 1 surrender charge schedule. It is: <table border="1"> <thead> <tr> <th colspan="2">Completed</th> </tr> <tr> <th>Years</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>7%</td> </tr> <tr> <td>1</td> <td>7%</td> </tr> <tr> <td>2</td> <td>6%</td> </tr> <tr> <td>3</td> <td>5%</td> </tr> <tr> <td>4</td> <td>5%</td> </tr> <tr> <td>5</td> <td>4%</td> </tr> <tr> <td>6</td> <td>3%</td> </tr> </tbody> </table>	Completed		Years	Percentage	0	7%	1	7%	2	6%	3	5%	4	5%	5	4%	6	3%
Completed																					
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0	7%																				
1	7%																				
2	6%																				
3	5%																				
4	5%																				
5	4%																				
6	3%																				

			7+ 0 A revised statement of variability will be submitted if any new schedules are added as options under this contract.
Variable 25	CSO Phone Number	3.2	This is the phone number that is used to contact GIAC in case the Owner has a question related to the contract.
Variable 26	CSO Address	3.2	This is the address that is used to contact GIAC in case the Owner has a question related to the contract. We provide a PO Box address for the regular mail and a street address for overnight delivery.
Variable 27	CSO Address Cover	Front Cover	This is the address that is used to contact GIAC in case the Owner has a question related to the contract.
Variable 28	Officer signatures	Front Cover	These are the signatures of the President and Secretary of GIAC. If the company officer changes, the signature of the new officer will appear in this field.
Variable 29	Free Look Period	Front Cover	This is on the contract's front cover in the Free Look Period provision. In many states, if the policy is issued as the result of a replacement, the free look period must be longer than normal, e.g., 20 or 30 days. If necessary in your state, we will change the free look period to the correct number of days for policies issued as a result of replacement. The free look period will never be less than 10 days.

CONTRACT DATA

OWNER	Variable 1	AGE –SEX
[JOINT OWNER]	Variable 2	Variable 5
		Variable 5
ANNUITANT	Variable 3	Variable 5
[CONTINGENT ANNUITANT]	Variable 4	Variable 5
CONTRACT NUMBER	Variable 6	
ISSUE DATE	Variable 7	
ANNUITY COMMENCEMENT DATE	Variable 8	
PRIMARY BENEFICIARY	Variable 9	
[CONTINGENT BENEFICIARY]	Variable 10	
CONTRACT TYPE	Variable 11	
CONTRACT NAME	Variable 12	
SINGLE PREMIUM	Variable 13	
Variable 14 INITIAL GUARANTEE PERIOD		
INITIAL GUARANTEED INTEREST RATE	Variable 15	
FIRST YEAR ADDITIONAL INTEREST RATE	Variable 16	
MINIMUM GUARANTEED INTEREST RATE (NONFORFEITURE RATE)		Variable 17

CONTRACT DATA

ADDITIONAL BENEFIT ENDORSEMENTS/RIDERS

- **Variable 18 [WAIVER OF SURRENDER CHARGE ENDORSEMENT BENEFIT ELIGIBILITY DATE - Variable 18.1]**
- **Variable 19 [ANNUITY PAYOUT OPTION – FIXED PAYMENTS TO AGE 100 –** The annual interest rate used in the calculation of the fixed annuity rates shown in the Table of Guaranteed Annuity Rates is Variable 19.1. A charge in the amount of the lesser of \$25 or 2% of the amount withdrawn may apply to a withdrawal after the first withdrawal in each calendar quarter.]
- **Variable 20 [ANNUITY PAYOUT OPTION - PAYMENTS FOR A PERIOD CERTAIN –** The annual interest rate used in the calculation of the annuity rates shown in the Table of Guaranteed Annuity Rates is Variable 20.1. A charge in the amount of the lesser of \$25 or 2% of the amount withdrawn may apply to a withdrawal after the first withdrawal in each calendar quarter.]
- **Variable 21 [ANNUITY PAYOUT OPTION – PAYMENTS FOR A 10 YEAR PERIOD CERTAIN –** The guaranteed annuity rate for this option is Variable 21.1. The annual interest rate used in the calculation of this rate is Variable 21.2. There is no charge related to this option.]

See the applicable endorsement/rider form for additional information regarding these endorsements/riders.

The interest rate used to compute the guaranteed fixed annuity rates shown in the Payment of Contract Proceeds section of this contract is Variable 22. The mortality table used to compute the guaranteed annuity rates shown for Options F-1, F-2, and F-3 in the Payment of Contract Proceeds section of this contract is the Variable 23.

SURRENDER CHARGE SCHEDULE

A surrender or withdrawal may be subject to a Surrender Charge. The charge is equal to the amount of the Chargeable Premium withdrawn multiplied by the applicable percentage from the table below.

FULL NUMBER OF YEAR(S) COMPLETED SINCE ISSUE DATE	PERCENTAGE
Variable 24	Variable 24

To obtain information about your coverage you may call your agent or contact our Customer Service Office by telephone at Variable 25 or by mail sent to one of the following addresses:

Variable 26

ANNUITANT
CONTRACT NUMBER

Variable 1
Variable 6

Variable 5
Variable 7

AGE AND SEX
ISSUE DATE



THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.
A Stock Company Incorporated in the State of Delaware
Customer Service Office:
Variable 27

Read this contract carefully. This contract is a legal contract between the Owner and The Guardian Insurance & Annuity Company, Inc. (GIAC).

GIAC will pay the benefits provided by this contract in accordance with its provisions. The entire contract consists of the Basic Contract and any attached endorsements, additional benefit riders and application(s). This contract is issued by GIAC at its Customer Service Office on the Issue Date. GIAC's home office is 1209 Orange Street, Wilmington, Delaware 19801. **However, GIAC receives all communications at its Customer Service Office shown on the Contract Data Page.**

Variable 28

Checked by

On the Annuity Commencement Date, GIAC will begin to make annuity payments. Benefits depend on the Accumulation Value and the annuity payout option elected. Death benefit proceeds are payable upon the death of an Owner before the Annuity Commencement Date.

FREE LOOK PERIOD:

The Owner has the right to examine this contract and return it for cancellation to our Customer Service Office or to the agent from whom it was purchased within Variable 29 days after receiving it. The contract and a cancellation notice must be delivered or mailed to cancel this contract. Any notice given by mail is effective upon being postmarked, properly addressed, and postage prepaid. If this contract is returned during this period, we will refund the premiums paid. The contract will be void from the beginning.

Individual Single Premium Deferred Fixed Annuity Contract

- Single Premium payable in accordance with contract provisions
- Annuity payments begin on the Annuity Commencement Date
- Non-participating – No dividends payable