

SERFF Tracking Number: HARL-126912469 State: Arkansas  
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 47424  
Company Tracking Number: LA-1353(10) ET AL  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: Joint Insured LifeAccess Accelerated Benefit Rider Amendment  
Project Name/Number: LifeAccess Accelerated Benefit Rider Amendment/LA-1353(10) et al

## Filing at a Glance

Company: Hartford Life and Annuity Insurance Company

Product Name: Joint Insured LifeAccess Accelerated Benefit Rider Amendment SERFF Tr Num: HARL-126912469 State: Arkansas

TOI: L08 Life - Other

SERFF Status: Closed-Approved-Closed State Tr Num: 47424

Sub-TOI: L08.000 Life - Other

Co Tr Num: LA-1353(10) ET AL State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Jane Chapman, Roberta Chu, Barbara Warren, Frank Durante

Disposition Date: 12/06/2010

Date Submitted: 12/01/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: LifeAccess Accelerated Benefit Rider Amendment

Status of Filing in Domicile: Authorized

Project Number: LA-1353(10) et al

Date Approved in Domicile: 11/18/2010

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: 12/06/2010

Explanation for Other Group Market Type:

State Status Changed: 12/06/2010

Deemer Date:

Created By: Barbara Warren

Submitted By: Barbara Warren

Corresponding Filing Tracking Number:

Filing Description:

We are submitting the subject forms for your review and approval. The forms are new and not intended to replace any forms previously approved by the Department and will be used with new issues of individual variable and non-variable life insurance policies as approved or as may be approved by your Department.

The Joint & Last Survivor LifeAccess Accelerated Benefit Rider Amendment modifies the LifeAccess Accelerated Benefit Rider, form number LA-1298(07), previously approved by your Department on 1/3/2007 under tracking number

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34668 so that it can be used with Last Survivor policies to allow both insureds or the last surviving insured to accelerate the death benefit if both insureds are simultaneously chronically ill or the last surviving insured is chronically ill.

Also enclosed is a revised LifeAccess Accelerated Benefit Rider Application Supplement to be used to apply for the benefit, which will replace the application supplement previously filed and approved with the aforementioned LifeAccess Accelerated Benefit Rider.

We have included, for your information, a sample specification page reflecting information relevant to the Rider that will appear in the policy when the Rider is attached. Variable text on the specification page is enclosed in brackets and described in the Statement of Variability. Additionally, officer's signatures and titles are enclosed in brackets to indicate it will be modified to reflect current company operations. In addition, changes in printing technology may periodically alter slightly form format and we reserve the right to make such changes without refiling.

We have also included, for your information, a sample of the disclosure used at the time of application. Other attachments that accompany this submission are any necessary additional material required by your Department.

Your review and approval of this submission is greatly appreciated. Please feel free to contact me with any questions you may have.

Best regards,

Barbara Warren  
Contract Analyst, ILD Forms & Rate Filings  
Phone: (800) 503-3150 or direct 860-843-6437  
Fax: (860) 392-3233  
E-Mail: Barbara.warren@hartfordlife.com

## Company and Contact

### Filing Contact Information

Barbara Warren, Contact Analyst                      barbara.warren@hartfordlife.com  
200 hopmeadow rd    860-843-6437 [Phone]  
Simsbury, CT 06089    860-843-5194 [FAX]

### Filing Company Information

Hartford Life and Annuity Insurance Company    CoCode: 71153    State of Domicile: Connecticut  
200 Hopmeadow Street                                      Group Code: 91    Company Type: Life

SERFF Tracking Number: HARK-126912469 State: Arkansas  
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 Simsbury, CT 06089 Group Name: State ID Number:  
 (860) 547-5000 ext. [Phone] FEIN Number: 39-1052598  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? No  
 Fee Explanation: 50.00 per form x 2 forms = 100.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life and Annuity Insurance Company	\$100.00	12/01/2010	42489681

SERFF Tracking Number: HARK-126912469 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/06/2010	12/06/2010

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## Disposition

Disposition Date: 12/06/2010

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	SOV		Yes
Supporting Document	LifeAccess Accelerated Benefit Rider		Yes
Supporting Document	Policy Owner Disclosure-		
Supporting Document	Sample Base Policy Specification Page		Yes
Form	Joint & Last Survivor LifeAccess		Yes
Form	Accelerated Benefit Rider Amendment		
Form	LifeAccess Accelerated Benefit Rider		Yes
	Application Supplement		

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## Form Schedule

### Lead Form Number: LA-1353(10)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	LA-1353(10)	Policy/Cont Joint & Last Survivor Initial ract/Fratern LifeAccess al Accelerated Benefit Certificate: Rider Amendment Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.700	LA-1353(10).pdf
	HL-19227(07)Rev	Application/LifeAccess REnrollment Accelerated Benefit Form Rider Application Supplement	Initial		50.300	HL-19227(07)Rev.pdf

**JOINT & LAST SURVIVOR  
LIFEACCESS ACCELERATED  
BENEFIT RIDER AMENDMENT**



This Amendment modifies the Policy's Accelerated Benefit provision provided by the LifeAccess Accelerated Benefit Rider (the "Rider") that is attached to the Policy as described below. All other terms and provisions of the Policy's Accelerated Benefit will continue to apply.

1. The first paragraph of the **Benefit** provision is replaced with the following:

The Rider provides for the acceleration of up to 100% of the Death Benefit and any term insurance amount available under the Policy while the Rider remains in effect, provided all of the terms and conditions of the Rider have been met. While both Insureds are living, benefits are payable **ONLY** when both Insureds are Chronically Ill at the same time, with each Insured having been so certified by a Licensed Health Care Practitioner. Benefits are also payable when the Last Surviving Insured has been certified as being Chronically Ill by a Licensed Health Care Practitioner. **In either event, only one Lifetime Benefit Amount is available for acceleration.** As an Accelerated Death Benefit Rider that pays on a per diem basis, this Rider does not require expenses to be incurred in order for benefits to be paid. **Death benefits, account value, cash value and loan value, if any, will be reduced if You receive accelerated death benefits under this Rider.**

2. The definition of **Insured** as found in the Rider, and all references to it, is changed as follows:
  - a. while both Insureds are living, **Insured** will mean each Insured shown in the Policy Specifications; and
  - b. after the death of one of the Insureds shown in the Policy Specifications, **Insured** will mean the Last Surviving Insured.

3. The first condition under the **When Benefit Payments End** provision is replaced with:

While both insureds are living, when either insured no longer meets any one of the Conditions of Eligibility for Benefit Payments, or, following the death of one of the Insureds, when the Last Surviving Insured no longer meets any one of the Conditions of Eligibility for Benefit Payments.

4. The **Exclusions** provision is amended so that when either Insured's or the Last Surviving Insured's Chronic Illness is a result of any one of the events listed in such provision, this Rider will not provide an Accelerated Benefit for Chronic Illness. In addition, this Rider does not provide an Accelerated Benefit if either Insured's Licensed Health Care Practitioner resides outside of the United States.

This Amendment is part of the Policy to which it is attached. In the event any of the provisions or terms of this Amendment conflict with any applicable provisions of the Policy and Rider, the provisions of this Amendment will control. The Amendment's date of issue and effective date are the same as that of the Rider.

Signed for the **HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

[

**David N. Levenson, President ]**



Proposed Insured 1: \_\_\_\_\_

Proposed Insured 2: \_\_\_\_\_  
 (Must match the Application for Life Insurance)

**LIFEAACCESS ACCELERATED BENEFIT RIDER  
 APPLICATION SUPPLEMENT**

**A. RIDER INFORMATION**

LifeAccess Specified Percentage (choose only one)

- 100% of the Eligible Amount\* (available for all Death Benefit Options)  
 \_\_\_\_\_% of the Eligible Amount\* (available to Level (Option A) Death Benefit Option only)  
 (must be whole percentage)

\*Eligible Amount means the Death Benefit plus any Term Insurance amount on Primary Insured only.

**B. Medical History**

For single life policies, only the Medical History for Proposed Insured 1 must be completed. For last survivor policies, both Proposed Insured 1 and Proposed Insured 2 must be completed.

1. Do you currently:

		Proposed Insured 1	Proposed Insured 2
a.	Use or require the use of any mechanical or medical devices such as: a wheelchair, walker, multi-prong cane, hospital bed, dialysis, respirator oxygen, motorized cart or stair lift?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Need help, assistance or supervision in doing any of the following: bathing, eating, dressing, toileting, walking, transferring, or maintaining continence?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Need help, assistance or supervision in performing any of the following everyday activities: taking medication, doing housework, laundry, shopping or meal preparation?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
d.	Receive any type of disability benefit, Worker's Compensation or Social Security Disability ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Provide details to "Yes" Answers 1.a. — 1.d. below (Please attach an additional sheet if more space is needed.)**

		Proposed Insured 1	Proposed Insured 2
2. Have you ever experienced symptoms of, been diagnosed with, consulted a medical professional for, been treated for or advised to be tested or treated for:			
a.	Memory loss, confusion or amnesia?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	Amputation due to disease or other medical condition, Hip, Knee, Shoulder or other Bone or Joint Condition (such as Arthritis)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
c.	Ataxia, Transverse Myelitis, Myasthenia Gravis, Blindness or Post Polio Syndrome?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
d.	Parkinson's Disease, Muscular Dystrophy, Huntington's Chorea, Motor Neuron Disease, Lou Gehrig's Disease (ALS), or Multiple Sclerosis?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
e.	Falls, Paralysis, Numbness, Tremors, Imbalance or any condition which causes limited motion?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Part B — Continued**

**Provide details to “Yes” Answers 2.a. — 2.e. below (Please attach an additional sheet if more space is needed.) For last survivor policies, indicate which Proposed Insured the details apply to.**

Condition	Date of Diagnosis	Date of Last Symptom	Treating Physician	Treatment

**List all medications prescribed and/or taken in the past 24 months and provide the appropriate details as requested below. (Please attach an additional sheet if more space is needed.) For last survivor policies, indicate which Proposed Insured the details apply to.**

Name of Medication	Dose and Frequency	Prescribing Physician	Reason for Taking	Date Started	Date Stopped

**C. DECLARATIONS AND SIGNATURES**

The undersigned Proposed Insured(s) and Owner(s) declare, understand and agree that:

1. All statements and answers contained in this Application Supplement are complete and true to the best of our knowledge and belief.
2. I/We understand and agree that this Application Supplement shall become a part of the Application for Life Insurance.

**Application Supplement Signed At** \_\_\_\_\_ CITY STATE MONTH DAY YEAR

<p><b>1.</b> _____ Signature of Proposed Insured 1</p> <p><b>2.</b> _____ Signature of Proposed Insured 2 (Required for last survivor policies)</p> <p><b>3.</b> _____ Signature of Owner(s) if other than Proposed Insured(s)</p> <p><b>4.</b> _____ Signature of Witness (Licensed Producer)</p>	<p>Date Signed: _____ / ____ / ____ MONTH DAY YEAR</p> <p>Date Signed: _____ / ____ / ____ MONTH DAY YEAR</p> <p>Date Signed: _____ / ____ / ____ MONTH DAY YEAR</p> <p>Date Signed: _____ / ____ / ____ MONTH DAY YEAR</p>
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## Supporting Document Schedules

**Item Status:** **Status Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachments:**

Readability Certification.pdf  
 AR Cert - Rule 19 \_Unfair Discrim\_.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** SOV

**Comments:**

**Attachments:**

Base policy spec page SOV.pdf  
 Rider amendment SOV.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** LifeAccess Accelerated Benefit  
 Rider Policy Owner Disclosure-

**Comments:**

This disclosure is being provided for informational puposes.

**Attachment:**

LA-1358(10) Disclosure at time of App for LS.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Sample Base Policy Specification  
 Page

**Comments:**

For informational puposes only

**Attachment:**

Base policy Spec Pg Sample.pdf

## Readability Certificate

I hereby certify that the forms referenced below have each been scored in their entirety using the Flesch Ease of Reading Test and have attained the score indicated. I further certify that, to the best of my knowledge and belief, said forms comply with state readability requirements and are printed in not less than ten point type, one point leaded.

The readability score was calculated by computer. The software used for this calculation was Microsoft Word.

<u>Form Number</u>	<u>Flesch Score</u>
LA-1353(10)	50.7
HL-19227(07)Rev	50.3

Hartford Life and Annuity Insurance Company  
NAIC Number 71153-091



\_\_\_\_\_  
Signature of Insurance Company Officer

Lenore Paoli, AVP, ILD Compliance  
Typed Name and Title

**ARKANSAS  
POLICY FORM CERTIFICATION**

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

Form Number(s): LA-1353(10), HL-19227(07)Rev

Form Title(s): LifeAccess Accelerated Benefit Rider Amendment and LifeAccess Accelerated Benefit Rider Application Supplement

By my signature below, I hereby certify that I have reviewed the enclosed policy form(s) and certify that the form(s) submitted meets the provisions of Rule 19 entitled "Unfair Discrimination in Sale of Insurance" as well as all applicable requirements of the Arkansas Insurance Department.

Signed:



Date

Lenore Paoli, AVP, ILD Compliance

December 1, 2010

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY  
STATEMENT OF VARIABILITY**

**FOR LIFEACCESS ACCELERATED BENEFIT RIDER SPECIFICATION PAGE**

**11/17/2010**

RIDER DATE OF ISSUE	Will vary based on issue specific information.																																
RIDER EFFECTIVE DATE	Will vary based on issue specific information.																																
DESIGNATED INSURED: FIRST INSURED, FIRST INSURED ISSUE AGE/SEX	Will vary based on issue specific.																																
DESIGNATED INSURED:SECOND INSURED; SECOND INSURED ISSUE AGE/SEX	Will vary based on issue specific information.																																
LIFEACCESS SPECIFIED PERCENTAGE	Selected at the time of application on the Application Supplement for the Rider and remains fixed during life of the Rider. It will equal 100% unless Death Benefit Option A (Level Death Benefit) is chosen, in which case the applicant may choose a percentage between 1% and 100%. Any such change will apply to new issues only and will be made on a uniform and nondiscriminatory basis.																																
INITIAL LIFETIME BENEFIT AMOUNT	Will vary per issue based on the initial Face Amount on the Policy Date plus any term insurance amount on the insured(s) under the Policy times the LifeAccess Specified percentage.																																
<b>MAXIMUM MONTHLY BENEFIT</b> INITIAL LIFETIME BENEFIT AMOUNT x [2%]  INITIAL DAILY BENEFIT LIMIT	<p>The Lifetime Benefit Amount will be multiplied by a percentage in the determination of the maximum monthly benefit. Currently, such percentage is 2%. We reserve the right to vary this percentage for new issues only, anywhere from 0% to 10%, without refiling. Such variance will be applied on a uniform and non-discriminatory basis.</p> <p>The minimum Initial Daily Benefit Limit will be the lesser of the declared IRS Per Diem limitation as of the Policy Date, and \$304 compounded annually by the Daily Benefit Limit Compound Rate. As a result, such limit will vary for new issues only and will be applied on a uniform and non-discriminatory basis.</p> <p>\$304 compounded annually by the current Daily Benefit Limit Compound Rate will have these results for the following years:</p> <table style="margin-left: 40px;"> <tr> <td>2011</td> <td>\$304</td> <td>2019</td> <td>\$416</td> </tr> <tr> <td>2012</td> <td>\$316</td> <td>2020</td> <td>\$433</td> </tr> <tr> <td>2013</td> <td>\$329</td> <td>2021</td> <td>\$450</td> </tr> <tr> <td>2014</td> <td>\$342</td> <td>2022</td> <td>\$468</td> </tr> <tr> <td>2015</td> <td>\$356</td> <td>2023</td> <td>\$487</td> </tr> <tr> <td>2016</td> <td>\$370</td> <td>2024</td> <td>\$506</td> </tr> <tr> <td>2017</td> <td>\$385</td> <td>2025</td> <td>\$527</td> </tr> <tr> <td>2018</td> <td>\$400</td> <td></td> <td></td> </tr> </table>	2011	\$304	2019	\$416	2012	\$316	2020	\$433	2013	\$329	2021	\$450	2014	\$342	2022	\$468	2015	\$356	2023	\$487	2016	\$370	2024	\$506	2017	\$385	2025	\$527	2018	\$400		
2011	\$304	2019	\$416																														
2012	\$316	2020	\$433																														
2013	\$329	2021	\$450																														
2014	\$342	2022	\$468																														
2015	\$356	2023	\$487																														
2016	\$370	2024	\$506																														
2017	\$385	2025	\$527																														
2018	\$400																																
DAILY BENEFIT LIMIT COMPOUND RATE	Currently 4%. We reserve the right to vary this percentage for new issues only, anywhere from 0% to 10%, without refiling. Such variance will be applied on a uniform and non-discriminatory basis.																																
MAXIMUM LIFEACCESS ACCELERATED BENEFIT RIDER FACTOR	Will vary based on gender and issue age and will never exceed the maximums shown in Appendix A of the Actuarial Memorandum.																																

**HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

**STATEMENT OF VARIABILITY  
FOR  
JOINT AND LAST SURVIVOR LIFEACCESS ACCELERATED BENEFIT  
RIDER AMENDMENT**

**11/17/2010**

Officer Signature	The officer signature will vary based on changes in future company operations.
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Hartford Life and Annuity Insurance Company  
P.O. Box 64582, St Paul Minnesota 55164-0582  
Telephone: 1-800-243-5433

## LIFEAACCESS ACCELERATED BENEFIT RIDER POLICY OWNER DISCLOSURE

This Disclosure provides a summary of the important features of the LifeAccess Accelerated Benefit Rider ("Rider"). It does not alter any of the Rider's provisions. Eligibility and receipt of Accelerated Benefits provided by the Rider will be governed in full by the actual terms and provisions set forth in the Rider. Benefits may be taxable as income and assistance should be sought from a personal tax advisor. Defined Terms can be found at the end of this disclosure.

**A. WHAT IS AN ACCELERATED BENEFIT?** Accelerated Benefit means all or a portion of the Death Benefit and any term insurance amount available under the Policy that We will pay in advance when all of the Conditions for Eligibility of Benefit Payments as defined in the Rider have been satisfied. While both Insureds are living, benefits are payable ONLY when both Insureds are Chronically Ill at the same time, with each Insured having been so certified by a Licensed Health Care Practitioner. Benefits are also payable when the Last Surviving Insured has been certified as being Chronically Ill by a Licensed Health Care Practitioner. **In either event, only one Lifetime Benefit Amount is available for acceleration.** The maximum amount that may be accelerated is the Lifetime Benefit Amount.

**B. WHEN AM I ELIGIBLE FOR AN ACCELERATED BENEFIT?** You are eligible to receive an Accelerated Benefit if the Policy and Rider are in force when all of the following Conditions for Eligibility for Benefit Payments are met:

1. We receive Your request, In Writing, for an Accelerated Benefit;
2. We receive from You Written Certification or Written Re-certification by a Licensed Health Care Practitioner;
3. We complete, at Our discretion and expense, a personal interview with, and an assessment of, the Insured(s), including examination or tests by a Licensed Health Care Provider of Our choice; and We receive copies of any relevant medical records from a health care provider involved in the Insured(s)'s care;
4. We receive consent, In Writing, of any assignee of record named under the Policy or any irrevocable beneficiary named under the Policy;
5. You fulfill requirements, if any, regarding limitations on the availability of certain Sub-Accounts while receiving benefit payments; and
6. the Insured(s) is living at the time all of the above requirements are met.

**C. WHAT AMOUNT CAN I ACCELERATE?** You can accelerate up to 100% of the **Lifetime Benefit Amount**. The Lifetime Benefit Amount is equal to the Eligible Amount times the LifeAccess Specified Percentage, where **Eligible Amount** on the Policy Date equals the initial Face Amount plus any term insurance amount on the Insured(s) under the Policy; thereafter Eligible Amount equals current Death Benefit plus any term insurance amount on the Insured(s) under the Policy; and **LifeAccess Specified Percentage** equals 100% of the Eligible Amount. If You have elected Death Benefit Option A, You may select a percentage not to exceed 100% or result in a Lifetime Benefit Amount of less than Our minimum rules then in effect. The LifeAccess Specified Percentage remains fixed for the life of the Rider. Death benefits, account value, cash value, loan value, and the Lifetime Benefit Amount will be reduced if You receive benefits under this Rider as described in J. below. Transactions made under the Policy, such as Face Amount Increases and Decreases and Loans, will impact the Eligible Amount in the same manner that such transactions impact the Policy's Death Benefit.

**D. WHAT WILL MY MONTHLY BENEFIT AMOUNT PAYABLE BE?** The amount payable to You on a monthly basis will generally equal the **Maximum Monthly Benefit**, adjusted so that (a) if the Monthly Benefit Amount exceeds the Lifetime Benefit Amount, the amount payable will be reduced to an amount that equals the Lifetime Benefit Amount; and (b) if, on the date We approve Your request, there is a policy loan outstanding, a pro-rata reduction to each benefit payment will occur to repay a pro-rata portion of the policy loan. At the start of each Benefit Period, You may elect to receive a Monthly Benefit Amount that is less than the Maximum Monthly Benefit, unless You elect to receive an annual lump sum payment, in which case the Monthly Benefit Amount will always equal the Maximum Monthly Benefit. Choosing a lesser amount could extend the period for which You are eligible to receive monthly benefit payments.

The **Maximum Monthly Benefit** is calculated at the start of each Benefit Period and remains fixed during that Benefit Period. It is equal to the lesser of (a) the Lifetime Benefit Amount as of the start of the initial Benefit Period multiplied by 2%; and (b) the monthly equivalent of the Per Diem Limitation declared by the Internal Revenue Service, not to exceed the Daily Benefit Limit compounded at a rate as declared by us on each Policy Anniversary. The initial Daily Benefit Limit on the Policy Date is the amount declared by Us at that time.

We will recalculate Your Monthly Benefit Amount at the start of each new Benefit Period and make any necessary adjustment so that such amount will always equal the Maximum Monthly Benefit. If You previously elected to receive less than the Maximum Monthly Benefit, You may at this time increase Your monthly payments up to the maximum. Benefits do not accumulate and are not payable on a retroactive basis, except as noted below.

**E. WHAT PAYMENT OPTIONS ARE AVAILABLE?** You may elect to receive Your Monthly Benefit Amount as an annual lump sum prior to the start of each Benefit Period. The amount of the annual lump sum payment will equal the present value of the Monthly Benefit Amount payable for each month in the twelve-month period following (a) the date the first monthly benefit payment would otherwise be payable; or (b) the date of each subsequent Benefit Period. Each Monthly Benefit Amount payable will be discounted by a monthly rate, such rate derived from an annual interest rate, never to exceed the greater of (a) the current yield on ninety-day treasury bills; or (b) the current maximum statutory adjustable policy loan interest rate. Such discount will apply prior to any pro-rata adjustment to the Monthly Benefit Amount payable for loan repayments. Only one annual lump sum payment will be made in any one twelve-month period.

**F. WHEN DO MY ACCELERATED BENEFIT PAYMENTS BEGIN?** The first Accelerated Benefit payment will be paid to You no later than the second Monthly Anniversary following the later of (a) the date We approve a request for an Accelerated Benefit; or (b) the date all Conditions for Eligibility of Benefit Payments have been satisfied. The first benefit payment will include benefits payable retroactively for the period following the date We receive the most recent Written Certification up to the date of the first benefit payment.

Subsequent benefit payments will be payable as follows provided all of the Conditions for Eligibility of Benefit Payments are met (a) monthly benefit payments will be payable on each monthly anniversary following the date of the first benefit payment; and (b) annual lump sum benefit payments will be paid at the beginning of each subsequent Benefit Period following the date of the first benefit payment. We will pay a proportionate amount of the benefit that is payable for less than a full month.

**G. WHEN DO MY BENEFIT PAYMENTS END?** A monthly Accelerated Benefit will be paid until the earliest of the following to occur: 1. While both insureds are living, when either insured no longer meets any one of the Conditions of Eligibility for Benefit Payments, or, following the death of one of the Insureds, when the Last Surviving Insured no longer meets any one of the Conditions of Eligibility for Benefit Payments; 2. when You notify Us to discontinue Accelerated Benefit payments; or 3. when any of the events described under the Rider Termination provision occur. Payment of an accelerated benefit due to terminal illness, as provided under any accelerated death benefit rider that may be attached to the Policy will cause Us to terminate the Rider.

**H. WHAT IS THE CHARGE FOR THE RIDER?** The charge for the Rider for any Monthly Activity Date is equal to the product of the factors A, B, C and D where A is the Cost of Insurance Rate per \$1,000 for the Policy; B is the LifeAccess Accelerated Benefit Rider Factor shown in the Additional Benefits and Riders section of the Policy Specifications; times C is the benefit size discount factor which will never be less than 0.1 or greater than 1; and D is the LifeAccess Accelerated Benefit Rider amount at risk divided by \$1,000. The charge for the Rider will automatically be deducted each month from the Account Value of the Policy to which it is attached as part of the monthly deduction amount under the Policy.

**Waiver of Costs** - During and after the time benefit payments are made under the Rider, if the Account Value less Indebtedness is insufficient to satisfy Monthly Deduction Amounts, We will waive the portion of such deductions which exceed the Account Value less Indebtedness to keep the Policy from going into default.

**I. WHAT IS THE ADMINISTRATIVE EXPENSE FEE?** There is no administrative expense fee.

**J. HOW WILL TAKING AN ACCELERATED DEATH BENEFIT IMPACT MY POLICY AND RIDER?** After each benefit payment, the Lifetime Benefit Amount in effect immediately prior to such payment will be reduced by the Monthly Benefit Amount payable prior to any pro-rata reduction for loan repayments. In addition, each monthly benefit payment will reduce the values and any no lapse guarantee premium in effect immediately prior to such payment when such values are multiplied by the Reduction Ratio  $1 - (A / B)$ , where A is the monthly benefit payment, and B is the Eligible Amount immediately prior to payment of a monthly benefit. Following is an **example** of how an Accelerated Benefit will impact the Policy:

Following are the current Policy values on the date we approve Your request for an Accelerated Benefit:  
Policy Face Amount is \$500,000  
LifeAccess Benefit Specified Percentage is 50%  
Level Death Benefit Option

**Lifetime Benefit Amount** on the date we approve Your request is 50% of \$500,000, or \$250,000.

**Maximum Monthly Benefit** is equal to the lesser of:

- 2% of the Lifetime Benefit Amount =  $\$250,000 \times 0.02 = \$5,000$   
AND
- Monthly equivalent of the IRS Per Diem Limitation\* =  $\$300 \times 30 = \$9,000$   
\*(as declared by the IRS as of the date we approve Your request)

**Daily Benefit Limit** on the Policy Date was \$260, increased annually on each succeeding Policy Anniversary by the current compound rate, resulting in a current Daily Benefit Limit in Policy Year 4 of \$292.46 on the date we approve Your request (monthly equivalent is  $\$292.46 \times 30 = \$8,773.80$ )

**Therefore, the Maximum Monthly Benefit is \$5,000\*.**

\*We will adjust this amount so that if the amount exceeds the Lifetime Benefit Amount, the amount payable will be reduced to an amount that equals the Lifetime Benefit Amount. In addition, if, on the date We approve Your request, there is a policy loan outstanding, a reduction to each benefit payment will occur. You may, however, elect to repay the policy loan directly to Us.

We will proportionally reduce the Policy Face Amount and Policy Account Value after the Benefit Payment is made, using the Reduction Ratio:

$$1 - (5,000/500,000) = 1 - 0.01 = 0.99$$

Policy Face Amount after Benefit Payment =  $500,000 \times 0.99 = \$495,000$

Policy Account Value after Benefit Payment =  $20,000 \times 0.99 = \$19,800$

The Policy's current values that are reduced by each monthly benefit payment, including each annual lump sum payment, based on the Reduction Ratio are Face Amount, amount of any term Insurance rider on the Insured(s), Account Value, Surrender Charges, Indebtedness, Monthly No Lapse Guarantee Premium, Cumulative No Lapse Guarantee Premium, Cumulative Premiums (paid to date).

If the Policy is a variable life Policy, We will reduce amounts in the Fixed Account and each Sub-Account based on the proportion of the Account Value in the Fixed Account and each Sub-Account to the amount accelerated. We may limit the availability of certain Sub-Accounts while benefit payments are being made. If You make a Withdrawal under the Policy while benefit payments are being made, the Rider as well as benefit payments will terminate.

**K. WHAT IS THE PREMIUM FOR MY POLICY WHILE I AM RECEIVING MONTHLY ACCELERATED BENEFIT PAYMENTS?** While Accelerated Benefits are paid, premiums are still due unless premiums are being waived under any waiver of premium or a waiver of cost of insurance provision. Each accelerated benefit payment will reduce the values and any no lapse guarantee premium in effect at the time of such payment as described above and premiums will be payable on the adjusted amount.

**SAFE HAVEN ACCOUNT.** In lieu of having Your monthly or annual Accelerated Benefit payments paid by check which We mail to You, You may instead elect to have an interest-bearing draft account ("Safe Haven Account") established in Your name and You may then write drafts as desired, subject to administrative procedures then in effect regarding initial and remaining balances and minimum draft amounts. We may discontinue offering the Safe Haven Account at anytime and in such event, any remaining balance in the Safe Haven Account will be paid to You in one lump sum.

**EXCLUSIONS.** While both Insureds are living or after the death of one of the Insureds, the LifeAccess Accelerated Benefit Rider does not provide an Accelerated Benefit when either Insureds' or the Last Surviving Insured's Chronic Illness is a result of intentionally self-inflicted injury or attempted suicide; while sane or insane; any act or incident of insurrection or war, declared or undeclared; participation in, or attempting to participate in, a felony, riot or insurrection; or alcoholism or drug addiction. In addition, this Rider does not provide an Accelerated Benefit if the Licensed Health Care Practitioner resides outside of the United States.

**RIDER TERMINATION.** The LifeAccess Accelerated Benefit Rider will terminate on the earliest of:

- (1) date We receive Your request, In Writing, to cancel it;
- (2) the date You make a Withdrawal under the Policy during a Benefit Period;
- (3) the date the Policy terminates;
- (4) the date We receive notification, In Writing, of the death of the Last Surviving Insured;
- (5) the date we approve a request, In Writing, from You to accelerate the Death Benefit for reason of terminal illness as may be provided under an accelerated death benefit rider attached to the Policy;
- (6) the date the Lifetime Benefit Amount is exhausted; or
- (7) the date on which all additional benefits provided by Rider are deemed to have terminated according to the terms of any Termination and Maturity Date provision, Continuation Beyond the Insured's Age 100 provision, or any other like provision of the Policy to which this rider is attached, unless You are receiving benefit payments under this Rider. In this event, benefit payments will continue until terminated in accordance with the provisions of this Rider.

In the event this Rider terminates, benefit payments will also terminate, unless the Rider would otherwise terminate during a Benefit Period in accordance with item number 7 above. If this occurs, benefit payments will continue until terminated in accordance with the provisions of this Rider.

**REINSTATEMENT.** You may reinstate the Rider as part of Your Policy if the Policy is terminated and reinstated subject to satisfactory evidence of insurability and all other terms and conditions of the Policy to which it is attached.

#### **TERMS YOU SHOULD KNOW:**

**Activities for Daily Living ("ADLs")** - means those basic human functional abilities which measure an individual's ability for self care and to live independently without Substantial Assistance from another individual, as follows:

1. Bathing - the ability to wash oneself by sponge, bath or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. Continence - the ability to maintain control of bowel or bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for a catheter or colostomy bag.
3. Dressing - the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. Eating - the ability to feed oneself by getting food into the body from a receptacle, such as a plate, cup, or table or by feeding tube or intravenously.
5. Toileting - the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
6. Transferring - the ability to move into or out of a bed, chair or wheelchair.

**Benefit Period** - means a period of time not to exceed twelve consecutive months. Such Period begins on the later of (a) the date We approve a request for an Accelerated Benefit; or (b) the date all Conditions for Eligibility of Benefit Payments have been satisfied and ends on the earlier of (a) the end of twelve consecutive months; or (b) the date benefit payments end as described under the When Benefit Payments End.

**Chronically Ill or Chronic Illness** - means the individual has been certified by a Licensed Health Care Practitioner as (1) being unable to perform (without Substantial Assistance from another individual) at least two Activities for Daily Living for a period of at least 90 days due to a loss of functional capacity; or (2) requiring Substantial Supervision from another individual to protect such individual from threats to health and safety due to a severe Cognitive Impairment; AND (3) needing Services pursuant to a Licensed Health Care Practitioner's Plan of Care as set forth in Written Certification or Re-certification.

**Cognitive Impairment** - means the deterioration or loss of an individual's intellectual capacity which is confirmed by a Licensed Health Care Practitioner and measured by clinical evidence and standardized tests that reliably measure the individual's impairment in: short or long term memory; orientation as to person, place and time; deductive or abstract reasoning; or judgment as it relates to safety awareness.

**Last Surviving Insured** - means the Insured who survives after the death of one of the Insureds as shown in the Policy Specifications.

**Licensed Health Care Practitioner** - means any physician (as defined in section 1861(r)(1) of the Social Security Act) and any registered professional nurse, licensed social worker or other individual who meets such requirements as may be prescribed by the Secretary of Treasury. The Licensed Health Care Practitioner (1) must be acting within the scope of his or her license in the state of licensure when providing Written Certification or Written Re-Certification required by the Rider; and (2) may not be You, the Insured(s), or Your or the Insured(s)'s immediate family.

**Plan of Care** - means a written plan for care designed especially for the Chronically Ill individual by a Licensed Health Care Practitioner specifying the Services needed by the Chronically Ill individual.

**Services** - means the necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services needed by a Chronically Ill individual.

**Substantial Assistance** - means stand-by or hands-on assistance from another person without which the individual receiving such assistance would be unable to perform the Activity for Daily Living. Stand-by assistance means the presence of another person within arm's reach of the individual that is necessary to prevent, by physical intervention, injury to the individual while he/she is performing the Activity for Daily Living. Hands-on assistance means the direct physical assistance of another person.

**Substantial Supervision** - means requiring continual supervision by another person to protect the individual from threats to health or safety due to severe Cognitive Impairment and may include cueing by verbal prompting, gestures, or other similar demonstrations.

**Written Certification** - means written documentation obtained by You, at Your or the Insured(s)'s expense, from a Licensed Health Care Practitioner certifying that the Insured(s) is Chronically Ill as defined herein and specifying that Services are likely to be needed for the rest of the Insured(s)'s Life. Such Written Certification must have been made within the 12-month period preceding the date of each request for an Accelerated Benefit.

**Written Re-Certification** - means Written Certification that We will require from You at least annually prior to the start of each Benefit Period following the initial Benefit Period in order for You to be eligible for an Accelerated Benefit payment in such subsequent Benefit Period, provided all other Conditions for Eligibility for Benefit Payments are met. Such Written Re-Certification must have been made within the 12-month period preceding the date of each request for an Accelerated Benefit.

**You and Your** - means the owner of the Policy to which the Rider is attached.

**TAX QUALIFICATION**

Unlike conventional life insurance death proceeds, Accelerated Benefits payable under the Rider MAY BE TAXABLE AS INCOME. For example, in the instance where You and the Insured individual(s) are not the same, the exclusion for accelerated death benefits under the Rider will not apply if the owner has an insurable interest ("Impermissible Insurable Interest") with respect to the life of the Insured(s) by reason of the Insured(s) being a director, employee or officer of the owner or by reason of the Insured(s) being financially interested in any trade or business carried on by the owner. **You should consult a personal tax advisor before applying for benefits. Receipt of Accelerated Benefits under the Rider MAY AFFECT eligibility for government benefits or entitlements, including but not limited to MEDICAID and SUPPLEMENTAL SECURITY INCOME (SSI).**

**ACCELERATED BENEFITS UNDER THE RIDER ARE INTENDED TO BE TREATED FOR FEDERAL TAX PURPOSES AS ACCELERATED DEATH BENEFITS UNDER SECTION 101(g) OF THE INTERNAL REVENUE CODE ("CODE") ON THE LIFE OF A CHRONICALLY ILL INDIVIDUAL. THE BENEFIT IS INTENDED TO QUALIFY FOR EXCLUSION FROM INCOME SUBJECT TO THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE PROVISIONS OF THE CODE. THE RIDER IS NOT INTENDED TO BE A HEALTH CONTRACT, QUALIFIED LONG TERM CARE INSURANCE CONTRACT UNDER SECTION 7702B(b) OF THE CODE OR A NON-QUALIFIED LONG TERM CARE CONTRACT.**

I have received and read a copy of this LifeAccess Accelerated Benefit Rider Policy Owner Disclosure and acknowledge there is no Impermissible Insurable Interest as described above.

\_\_\_\_\_  
Print Name of Policyowner/Applicant

\_\_\_\_\_  
Name of Agent

\_\_\_\_\_  
Signature of Policyowner/Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Signature of Irrevocable Beneficiary/Assignee (if applicable)

\_\_\_\_\_  
Date

POLICY NUMBER: VL0000001

**POLICY SPECIFICATIONS**

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**ADDITIONAL BENEFITS AND RIDERS**

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LIFEACCESS ACCELERATED BENEFIT RIDER

RIDER DATE OF ISSUE:	[1/1/11]
RIDER EFFECTIVE DATE:	[1/1/11]
DESIGNATED INSURED:	
FIRST INSURED:*	[JOHN DOE]
FIRST INSURED ISSUE AGE/SEX:	[35, MALE]
SECOND INSURED:*	[MARY DOE]
SECOND INSURED ISSUE AGE/SEX:	[35, FEMALE]
LIFEACCESS SPECIFIED PERCENTAGE:	[100%]
INITIAL LIFETIME BENEFIT AMOUNT:	[\$100,000]
MAXIMUM MONTHLY BENEFIT	
INITIAL LIFETIME BENEFIT AMOUNT x [2%]:	[\$2,000]
INITIAL DAILY BENEFIT LIMIT:	[\$304]
DAILY BENEFIT LIMIT COMPOUND RATE:	[4%]
MAXIMUM LIFEACCESS ACCELERATED BENEFIT	
RIDER FACTOR:	[0.325]
MAXIMUM BENEFIT SIZE DISCOUNT FACTOR:	1
MAXIMUM MONTHLY CHARGE:	SEE BELOW

The MAXIMUM CHARGE for any Monthly Activity Date is equal to the product of the factors A, B, C and D where:  
A is the Maximum Cost of Insurance Rate per \$1,000 for the Policy as shown in the Policy Specifications;  
B is the Maximum LifeAccess Accelerated Benefit Rider Factor shown above;  
C is the Maximum Benefit Size Discount Factor shown above; and  
D is the LifeAccess Accelerated Benefit Rider amount at risk\* divided by \$1,000.  
\*amount at risk equals the net amount at risk for the Policy, including any term insurance amount, times the LifeAccess Specified Percentage shown above.

\*After the death of one of the Insureds shown above, "Designated Insured" will mean the Last Surviving Insured.