

SERFF Tracking Number: HARL-126639553 State: Arkansas
 Filing Company: Hartford Life Insurance Company State Tracking Number: 45804
 Company Tracking Number: IPD HL-ROP-10
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: ROP II Rider
 Project Name/Number: ROP II Rider/HL-ROP-10

Filing at a Glance

Company: Hartford Life Insurance Company

Product Name: ROP II Rider

TOI: A03I Individual Annuities - Deferred Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: HARL-126639553 State: Arkansas

SERFF Status: Closed-Approved-Closed State Tr Num: 45804

Co Tr Num: IPD HL-ROP-10

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Kenneth Bach, Lindsay Cooper, Ginger Morgan, Tiffany Heist

Disposition Date: 06/02/2010

Date Submitted: 05/27/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: ROP II Rider

Project Number: HL-ROP-10

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/02/2010

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 06/02/2010

Created By: Tiffany Heist

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Tiffany Heist

Filing Description:

RE: Hartford Life Insurance Company - NAIC 88072-091; FEIN 06-0974148

Return of Premium Death Benefit Rider II - HL-ROP-10

Enclosed is the captioned Individual Variable Annuity policy form for your review and approval. This form is new and does not replace any previously approved form. This form will be used with our previously approved Individual Variable Annuity Contracts and related forms as described below.

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Please note that this form is identical to the one that we are submitting concurrently via a separate filing for the Hartford Life and Annuity Insurance Company, except for the form number and Company reference. We suggest that you review the two submissions together.

Return of Premium Death Benefit Rider II: HL-ROP-10. This is an optional death benefit which may be elected for an additional charge. This rider provides a Guaranteed Minimum Death Benefit that replaces the standard death benefit provided in the Contract.

This policy form will be used with the following Individual Variable Annuity Contracts:

HL-VA03 approved by your state on 02/20/2003.
HL-ASHARE03 approved by your state on 01/29/2003.
HL-NCDSC03 approved by your state on 02/20/2003.

We have also enclosed an Actuarial Memorandum with additional information for the above policy form.

This form will be used for both qualified and non-qualified markets, and will be sold by professional, licensed agents in connection with retirement planning.

The bracketed items are variable and may be modified on a non-discriminatory basis. We have enclosed a Statement of Variables for this form which describes the bracketing parameters.

Since this form will be used with SEC registered product(s), we believe it is exempt from the language simplification requirements of your state. Unless otherwise informed, we reserve the right to alter the layout, format, color, and typeface of this form.

If you have any questions regarding this submission please contact me at (860) 843-7424 or Tiffany Heist at (860) 843-3593. We look forward to receiving your approval of this form.

Sincerely,
Kenneth Bach
Compliance/Contract Consultant
(860) 843-7424
Kenneth.Bach@hartfordlife.com

Company and Contact

Filing Contact Information

SERFF Tracking Number: HARL-126639553 State: Arkansas
 Filing Company: Hartford Life Insurance Company State Tracking Number: 45804
 Company Tracking Number: IPD HL-ROP-10
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: ROP II Rider
 Project Name/Number: ROP II Rider/HL-ROP-10

Kenneth Bach, Compliance/Contract Consultant Kenneth.Bach@hartfordlife.com
 200 Hopmeadow Street 860-843-7424 [Phone]
 Simsbury, CT 06089 860-843-8014 [FAX]

Filing Company Information

| | | |
|---------------------------------|-------------------------|--------------------------------|
| Hartford Life Insurance Company | CoCode: 88072 | State of Domicile: Connecticut |
| 200 Hopmeadow Street | Group Code: 91 | Company Type: Life |
| Simsbury, CT 06089 | Group Name: | State ID Number: |
| (860) 547-5000 ext. [Phone] | FEIN Number: 06-0974148 | |

Filing Fees

Fee Required? Yes
 Fee Amount: \$20.00
 Retaliatory? No
 Fee Explanation: 1 form @ \$20.00
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---------------------------------|---------|----------------|---------------|
| Hartford Life Insurance Company | \$20.00 | 05/27/2010 | 36858634 |
| Hartford Life Insurance Company | \$30.00 | 06/01/2010 | 36920361 |

SERFF Tracking Number: HARL-126639553 State: Arkansas
 Filing Company: Hartford Life Insurance Company State Tracking Number: 45804
 Company Tracking Number: IPD HL-ROP-10
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 Product Name: ROP II Rider
 Project Name/Number: ROP II Rider/HL-ROP-10

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 06/02/2010 | 06/02/2010 |

Objection Letters and Response Letters

| Objection Letters | | | | Response Letters | | |
|---------------------------|------------|------------|----------------|------------------|------------|----------------|
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |
| Pending Industry Response | Linda Bird | 06/01/2010 | 06/01/2010 | Tiffany Heist | 06/01/2010 | 06/01/2010 |

SERFF Tracking Number: *HARL-126639553* *State:* *Arkansas*
Filing Company: *Hartford Life Insurance Company* *State Tracking Number:* *45804*
Company Tracking Number: *IPD HL-ROP-10*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *ROP II Rider*
Project Name/Number: *ROP II Rider/HL-ROP-10*

Disposition

Disposition Date: 06/02/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *HARL-126639553* *State:* *Arkansas*
Filing Company: *Hartford Life Insurance Company* *State Tracking Number:* *45804*
Company Tracking Number: *IPD HL-ROP-10*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *ROP II Rider*
Project Name/Number: *ROP II Rider/HL-ROP-10*

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|----------------------------|--|-----------------------------|----------------------|
| Supporting Document | Flesch Certification | | No |
| Supporting Document | Application | | No |
| Supporting Document | Life & Annuity - Acturial Memo | | No |
| Supporting Document | Statement of Variables | | Yes |
| Form | Return of Premium Death Benefit Rider II | | Yes |

SERFF Tracking Number: HARL-126639553 State: Arkansas
Filing Company: Hartford Life Insurance Company State Tracking Number: 45804
Company Tracking Number: IPD HL-ROP-10
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: ROP II Rider
Project Name/Number: ROP II Rider/HL-ROP-10

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/01/2010
Submitted Date 06/01/2010
Respond By Date 07/01/2010

Dear Kenneth Bach,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$30.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
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Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/01/2010
Submitted Date 06/01/2010

Dear Linda Bird,

Comments:

Good morning

Response 1

Comments: I have submitted an additional \$30.00 per your request.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$30.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you
Tiffany J Heist

Sincerely,
Ginger Morgan, Kenneth Bach, Lindsay Cooper, Tiffany Heist

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 Product Name: ROP II Rider
 Project Name/Number: ROP II Rider/HL-ROP-10

Form Schedule

Lead Form Number: HL-ROP-10

| Schedule Item Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-------------|-------------|--|---------|----------------------|-------------|---------------|
| | HL-ROP-10 | Policy/Cont | Return of Premium ract/Fratern Death Benefit Rider II al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 0.000 | HL-ROP-10.pdf |



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

RETURN OF PREMIUM DEATH BENEFIT RIDER II

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider provides a Guaranteed Minimum Death Benefit (DB).

This rider provides a Guaranteed Minimum Death Benefit that replaces the standard death benefit provided in the Contract. The determination of the DB and how it can change are described in the other sections of this rider.

DEFINITIONS

Terms used that are not defined in this rider shall have the same meaning as those in Your Contract.

Contract Value (CV). The total value of the Sub-Account(s) and Fixed Account, if applicable.

Other Account(s). Any investment vehicle(s) offered and authorized by Us, that We designate by rider. This excludes the Sub-Account(s) and Fixed Account, if applicable.

Partial Surrender. A withdrawal of a portion of the Contract Value, including transfers to Other Account(s).

Premium Payment. The total amount of the initial and subsequent premium payments deposited into the Sub-Account(s) and Fixed Account, if applicable, including transfers from Other Account(s). Our approval is required for any subsequent Premium Payment received after the first [12] months, excluding transfers from Other Account(s).

The following replaces the “**Death Benefit Before the Annuity Commencement Date**” section of Your Contract:

1. If this rider is effective on the Contract Issue Date:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death is equal to the greater of the amounts determined in a) or b) below:

- a) Premium Payments adjusted for Partial Surrenders (as defined below), or
- b) The Contract Value, minus the Distribution Charge, if applicable.

2. If this rider is effective after the Contract Issue Date:

The DB before the Annuity Commencement Date and upon Our receipt of Due Proof of Death is equal to the greater of the amounts determined in c) or d) below:

- c) Contract Value on the rider effective date plus subsequent premiums received after the rider effective date adjusted for Partial Surrenders (as defined below), or
- d) The Contract Value, minus the Distribution Charge, if applicable.

When a Partial Surrender is made:

The DB will be adjusted as follows:

For any additional Partial Surrender(s) in a Contract Year, We will reduce the DB by applying a factor. The factor is as follows:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

SPOUSAL CONTINUATION

If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, We will increase the Contract Value to the DB value as of the date We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Contract Owner on the effective date of the spousal continuation. This right may be exercised only once during the term of the Contract. The following are the effects of an ownership change due to spousal continuation:

- 1. If the Owner is less than or equal to age [80] at the time of the continuation, then either a) or b) will apply as follows:
 - a) If the rider is not currently available for sale or a similar rider, as We determine, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If the rider is currently available for sale, We will continue the then existing rider at the Rider Charge that is then currently being assessed for new sales of the rider. Premium Payments and the DB will be recalculated to equal the Contract Value on the effective date of the spousal continuation. Any Premium Payments or Partial Surrenders after this date will adjust the DB according to the rider rules.
- 2. If the owner is greater than age [80] on the effective date of the spousal continuation, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

OWNERSHIP CHANGE

Any Contract change before the Annuity Commencement Date which causes a change in the ownership will result in the recalculation of the benefits provided under this rider. The following are the effects of a change in ownership:

The rider will terminate if the age of the oldest new Owner(s) after the ownership change is greater than the issue age limitation of the rider in effect at the time of the ownership change. The DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

The below options apply if the age of the oldest new Owner(s) after the ownership change is less than or equal to the issue age limitation of the rider in effect at the time of the ownership change.

1. Ownership changes within the first [6] months from the Contract Issue Date will not cause a recalculation of the benefits under this Rider.
2. Ownership changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits under either (a) or (b):
 - a) If the rider is not currently available for sale, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If the rider is currently available for sale, We will continue the existing rider at the Rider Charge that is currently being assessed for new sales of the rider (or the last declared maximum Rider Charge, if higher). The DB will be recalculated to equal the lesser of the Contract Value or the DB, on the effective date of the ownership change. Any Premium Payments or Partial Surrenders after this date will adjust the DB according to the rider rules.
3. We reserve the right to apply Investment Restrictions then in effect in the case of an Ownership change after [6] months from the rider effective date. Such restriction may also require that you reallocate Sub-account(s) or Fixed Account, if available, in accordance with then prevailing Investment Restrictions.

INVESTMENT RESTRICTIONS

1. On the rider effective date, we will impose an Investment Restriction that limits the Sub-Account(s) and/or Fixed Account You may invest in and the amount you may allocate to each Sub-Account(s) and/or Fixed Account. You may choose to satisfy the described Investment Restriction by creating Your own custom asset allocation model or You may also choose to invest in any predetermined asset allocation models, investment programs, fund of funds Sub-Account(s), or other investment option(s) approved by Us provided that You comply with allocation restrictions that We apply from time to time.

If on any Valuation Day, due to performance of the selected Sub-Accounts, the Contract Value is no longer within the allocation of the selected investment options, we will not terminate the rider. Instead, Your Contract Value will be re-balanced [quarterly] in accordance with a pre-approved asset rebalancing program to meet then applicable Investment Restrictions. All subsequent Premium Payments must also be invested according to these Investment Restrictions.

2. We may change these predetermined asset allocation models, investment programs, Sub-Account(s), fund of funds Sub-Account(s), investment classifications or other investment option(s) from time to time, on or after the rider effective date. Should We make this change, any transfers required to reallocate the Contract Value will not be used by Us in determining the number of transfers allowed during a Contract Year. You must reinvest your Contract Value in accordance with Our updated Investment Restrictions and requirements.

3. If these Investment Restrictions are violated and not corrected, the rider will be terminated, the DB thereafter will be equal to the Contract Value and a Rider Charge will be assessed. The Rider Charge will be prorated for the portion of the Contract Year the rider was active. Upon reinstatement of your rider following a corrected violation of these Investment Restrictions, Your DB will be reset at the lower of the DB prior to the termination or the Contract Value as of the date of the reinstatement. Any Premium Payments or Partial Surrenders after this date will adjust the DB according to the rider rules. We will deduct a prorated Rider Charge on Your Contract Anniversary following the reinstatement for the time period between the reinstatement date and Your first Contract Anniversary following such reinstatement.

TERMINATION OF THE DEATH BENEFIT

At anytime following the earlier of spousal continuation or the [fifth] anniversary of the rider effective date, You may elect to terminate this rider, at which point the DB would be equal to the Contract Value. Once the Rider is terminated, it cannot be re-elected by You.

We may terminate this rider as provided under the following provisions of this rider: Spousal Continuation; Ownership Change; assignment and Investment Restrictions. If We terminate this rider, it cannot be re-elected by You.

The benefits under this rider cannot be directly or indirectly assigned, pledged or securitized in any way. Any such actions will terminate this rider.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter.

POST ISSUE ELECTION

If the rider effective date is after the Contract Issue Date, the period between the rider effective date and Your next Contract Anniversary will constitute a Contract Year.

We reserve the right to make this benefit available through a company sponsored conversion program.

CONTRACT AGGREGATION

For purposes of determining the DB limits of this rider, We reserve the right to treat as one all deferred variable annuity contracts issued by Us where You have elected any optional death benefit rider. If We elect to aggregate contracts, We will change the period over which We measure Surrenders against the DB.

RIDER CHARGE

There is an additional charge for this rider. The charge will never exceed a guaranteed maximum rate of [0.75%] annually. The charge will be assessed on each Contract Anniversary based on Premium Payments adjusted for Partial Surrenders as described in this rider. However, if a change in owner occurs or spousal continuation is elected the charge will be assessed on the Contract Value as of the date of such change plus Premium Payments received after the date of such change adjusted for Partial Surrender as described in this rider and will be deducted on each Contract Anniversary on a prorated basis from the Sub-Account(s) and the Fixed Account, if the Fixed Account Rider is attached to Your Contract and is operative.

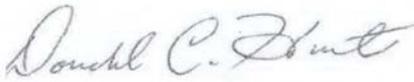
If the rider effective date is after the Contract Issue Date, the period between the rider effective date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the rider effective date and the next Contract Anniversary.

In the case of a Full Surrender on any date other than the Contract Anniversary, We will deduct a prorated share of the Rider Charge from the amount otherwise payable. The prorated share of the Rider Charge is equal to the Rider Charge percentage multiplied by the Premium Payments adjusted for Partial Surrenders as described in this rider prior to the Surrender, multiplied by the number of days since the last Contract Anniversary, divided by 365.

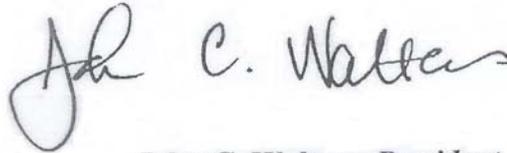
The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date or after the date the rider is no longer effective. No Rider Charge will be assessed upon the death of a Contract Owner or Annuitant.

Signed for **Hartford Life Insurance Company**

[



Donald C. Hunt, Secretary



John C. Walters, President

]

SERFF Tracking Number: HARL-126639553 State: Arkansas
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Supporting Document Schedules

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Bypassed - Item: Flesch Certification | | |
| Bypass Reason: Not applicable to this filing. | | |
| Comments: | | |

| | Item Status: | Status Date: |
|-------------------------------------|---------------------|-------------------------|
| Bypassed - Item: Application | | |
| Bypass Reason: N/A | | |
| Comments: | | |

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| Satisfied - Item: Statement of Variables | | |
| Comments: | | |
| Attachment: HL-ROP-10 SOV.pdf | | |

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Individual Flexible Premium Variable Annuity
Return of Premium Death Benefit Rider II - Form Number: HL-ROP-10
May 20, 2010**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned policy form.

| PAGE NUMBER | VARIABLE ITEM | DESCRIPTION |
|--------------------|----------------------|---|
| Page 1 | [12] Months | This is the number of months used to determine when prior approval is needed for Premium Payments made to contracts with this Rider. Our Company may decide in the future to change the number of months prospectively between 6 and 24 months. |
| Page 2 | [80] | This is the age at which the Spousal Continuation option under the rider can no longer be utilized. Our company may decide in the future to change this maximum age prospectively to an age between 65 and 105. |
| Page 3 | [6] Months | This is the number of months used under the Ownership Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Owner. Our Company may decide in the future to change the number of months prospectively between 3 and 24 months. |
| Page 3 | [quarterly] | This is the frequency in which the client will be re-balanced to satisfy the rider Investment Restrictions. Our company may decide in the future to change the frequency prospectively between monthly and annually. |
| Page 4 | [fifth] | This is the number of years used under the Termination of the Death Benefit provision to determine one of the applicable ranges for the contract owner to discontinue the rider. Our company may decide in the future to change the year prospectively between one year and the tenth year. |
| Page 5 | [0.75%] | This is the maximum rate in determining the Rider Charge. Our Company may decide in the future to change the rate prospectively between 0.20% and 0.75%. |
| Page 5 | SIGNATURES | The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued. |