

SERFF Tracking Number: FRCS-127278789 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49973
Company Tracking Number: 5545
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: FIA (Filing)
Project Name/Number: Hartford/61/61

Filing at a Glance

Company: Hartford Life and Annuity Insurance Company

Product Name: FIA (Filing)

SERFF Tr Num: FRCS-127278789 State: Arkansas

TOI: A071 Individual Annuities - Special

SERFF Status: Closed-Approved-
Closed State Tr Num: 49973

Sub-TOI: A071.001 Equity Indexed

Co Tr Num: 5545

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Exselsa Cartwright, Sean
Cox, Jana Finlay

Date Submitted: 10/06/2011

Disposition Date: 10/10/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Hartford/61

Status of Filing in Domicile: Pending

Project Number: 61

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Pending in the
domicile state.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 10/10/2011

Deemer Date:

State Status Changed: 10/10/2011

Submitted By: Exselsa Cartwright

Created By: Jana Finlay

Corresponding Filing Tracking Number: FRCS-
127281637

Filing Description:

We have been retained by Hartford Life and Annuity Insurance Company to file the enclosed captioned Individual Annuity forms for approval in your State.

Our fee of \$250.00 has been sent this same date by EFT.

These forms are new and do not replace any previously approved forms.

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Contract LA-FIA-A-11: This contract is a non-registered individual single premium deferred annuity which provides a choice of 3 different interest crediting strategies to allocate the premium and have interest credited. One of these strategies is a "Fixed Interest Rate" guaranteed for one year and then re-determined annually; the additional interest crediting strategies are by "Index Linked" strategies that depend in part on the performance of either the S&P 500 Index or a Global Allocation. The Company plans to initially offer 5, 7 and 10 year surrender charge periods, and a premium enhancement as described in the applicable rider below for the 10 year surrender charge period. The contract contains a market value adjustment formula that is applied prior to the end of the surrender charge period upon annuitization or a withdrawal in excess of the annual free withdrawal amount. The Contract value may or may not increase depending on the interest crediting strategy selected. Additional information regarding the interest crediting strategies and the market value adjustment is included in the actuarial memorandum.

Included in the back of the above referenced contract is two sets of Annuity Tables. The first set of tables shows sex distinct rates while the second set shows unisex rates. If a contract is issued to qualify under a section of the Internal Revenue Code that requires annuity payments based on unisex rates, the Company will issue the unisex annuity rates with that contract. Otherwise, they will issue the contract with sex distinct annuity rates. The company shall not issue sex distinct rates for any policy that will be issued for any employer-employee plans that are subject to the Norris decision and or Title VII of the Civil Rights Act of 1964.

Premium Enhancement Rider LA-PE-11: This rider provides for a premium enhancement for the contract LA-FIA-A-11 referenced above. This provides for a one-time premium enhancement that is calculated as a percentage of the Premium paid into the contract. The Company intends to attach this rider to the contract when it is issued for certain surrender charge period(s) on a non-discriminatory basis; however, they reserve the right to not offer this in the future for new issues.

Extended Withdrawal Privilege Rider LA-EWP-11: The Company intends to attach this rider to the contract when it is issued for tax-qualified retirement plan sales, to enable the client to withdraw the required minimum distribution, as required by federal tax law, without a Surrender Charge or Market Value Adjustment.

Nursing Home Waiver of Surrender Charge Rider LA-NH-11: This rider provides for a waiver of the Surrender Charge for surrenders during Nursing Home confinement, provided the contract owner meets the requirements of eligible confinement as defined in the rider. The Company intends to attach this rider to the contract when it is issued.

Terminal Illness Waiver of Surrender Charge Rider LA-TI-11: This rider provides for a waiver of the Surrender Charge for surrenders for terminal illness, provided the contract owner meets the requirements as defined in the rider. At launch, the Company intends to attach this rider to contract LA-FIA-A-11 when it is issued. The Company may offer this rider for use with contract LA-FIA-B-11 at some point in the future. Contract LA-FIA-B-11 was submitted on this same date, under separate cover.

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Enclosed is an Actuarial Memorandum for the contract which demonstrates compliance as applicable with the above mentioned uniform standards.

These forms 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 Statements of Variables for the contracts and the Premium Enhancement Rider which describes the bracketing parameters. The signatures have been bracketed on all other riders to allow for future changes.

Unless otherwise informed, the Company reserves the right to alter the layout, format, color, and typeface of this form.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Company and Contact

Filing Contact Information

Jana Finlay, Senior Compliance Specialist jana.finlay@firstconsulting.com
1020 Central 800-927-2730 [Phone] 2741 [Ext]
Suite 201 816-391-2755 [FAX]
Kansas City, MO 64105

Filing Company Information

(This filing was made by a third party - FC01)

Hartford Life and Annuity Insurance Company CoCode: 71153 State of Domicile: Connecticut
200 Hopmeadow Street Group Code: 91 Company Type:
Simsbury, CT 06089 Group Name: Hartford Life Group State ID Number:
(414) 977-1503 ext. [Phone] FEIN Number: 39-1052598

Filing Fees

Fee Required? Yes
Fee Amount: \$250.00
Retaliatory? No

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Product Name: FIA (Filing)
Project Name/Number: Hartford/61/61
Fee Explanation: \$50 PER FORM x 5 FORMS= \$250
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life and Annuity Insurance Company	\$250.00	10/06/2011	52567151

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/10/2011	10/10/2011

SERFF Tracking Number: *FRCS-127278789* *State:* *Arkansas*
Filing Company: *Hartford Life and Annuity Insurance Company* *State Tracking Number:* *49973*
Company Tracking Number: *5545*
TOI: *A071 Individual Annuities - Special* *Sub-TOI:* *A071.001 Equity Indexed*
Product Name: *FIA (Filing)*
Project Name/Number: *Hartford/61/61*

Disposition

Disposition Date: 10/10/2011

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	Authorization		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document	External-Index certification		Yes
Form	Individual Single Premium Deferred Annuity Contract		Yes
Form	Extended Withdrawal Privilege Rider		Yes
Form	Nursing Home Waiver of Surrender Charge Rider		Yes
Form	Premium Enhancement Rider		Yes
Form	Terminal Illness Waiver of Surrender Charge Rider		Yes

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Form Schedule

Lead Form Number: LA-FIA-A-11

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	LA-FIA-A-11	Policy/Cont Individual Single ract/Fratern Premium Deferred al Annuity Contract Certificate	Initial		50.300	LA-FIA-A-11 Contract FIA2.pdf
	LA-EWP-11	Policy/Cont Extended Withdrawal ract/Fratern Privilege Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.900	LA-EWP-11 Rider.pdf
	LA-NH-11	Policy/Cont Nursing Home ract/Fratern Waiver of Surrender al Charge Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.600	LA-NH-11 Rider.pdf
	LA-PE-11	Policy/Cont Premium ract/Fratern Enhancement Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		56.700	LA-PE-11 Rider.pdf

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LA-TI-11	Policy/Cont Terminal Illness ract/Fratern Waiver of Surrender al Charge Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.000	LA-TI-11 Rider.pdf
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Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

Telephone Number: [1-800-862-6668] [www.HartfordInvestor.com]
(a stock life insurance company, herein called "We", "Us", "Ours", the "Company")

This Contract is issued to the Contract Owner (herein called "You", "Your") by Us on the Contract Issue Date, in consideration of receipt of the Premium Payment by Us. We will pay the first of a series of fixed annuity payments to the Payee as of the Annuity Commencement Date, if You, the Annuitant, or the Joint Annuitant, if any, are living. The manner in which the fixed dollar amount of annuity payments is determined is described in this Contract. This Contract is subject to the laws of the jurisdiction where it is delivered. The Contract Specifications beginning on Page 3, and the conditions and provisions on this and the following pages are part of the Contract.

RIGHT TO EXAMINE CONTRACT: We want You to be satisfied with the Contract You have purchased. We urge You to closely examine its provisions. If for any reason You are not satisfied with Your purchase, You may cancel the Contract by returning the Contract to your agent or to Our Administrative Office within fifteen days (or thirty days if this is a replacement contract as defined by applicable state law or regulation) after You receive it. A written request for cancellation must accompany the Contract. In such event, We will pay You an amount equal to the single Premium Payment. [We will not return the Premium Enhancement applied to Your Contract on the Contract Issue Date.]

Signed for **Hartford Life and Annuity Insurance Company**

[

David N. Levenson, *President*

Terence Shields, *Corporate Secretary*]

YOU MAY ALLOCATE PREMIUM BETWEEN A FIXED RATE STRATEGY AND ONE OR MORE INDEX LINKED CREDITING STRATEGIES.

CASH SURRENDER VALUES MAY INCREASE DEPENDING ON THE INTEREST CREDITING STRATEGIES YOU SELECTED, SUBJECT TO CERTAIN FLOORS, CAPS, INDEX SPREADS, TRIGGER RATES AND PARTICIPATION RATES

THE INITIAL INTEREST RATE FOR THE FIXED RATE STRATEGY IS GUARANTEED FOR ONE YEAR ONLY. EACH INDEX LINKED CREDITING STRATEGY IS BASED ON AN EXTERNAL INDEX OR A COMPOSITION OF EXTERNAL INDICES. HOWEVER, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY EXTERNAL INDEX.

SUBJECT TO SURRENDER CHARGES WHICH MAY REDUCE CONTRACT VALUE. CONTRACT CONTAINS BENEFIT RIDER(S) THAT WAIVE SURRENDER CHARGES UNDER CERTAIN CIRCUMSTANCES

MARKET VALUE ADJUSTMENTS MAY RESULT IN BOTH UPWARD AND DOWNWARD ADJUSTMENTS IN PARTIAL SURRENDERS, SURRENDER BENEFITS, AND AMOUNTS AVAILABLE FOR ANNUITIZATION

**NON-PARTICIPATING
INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
WITH FIXED RATE OPTION AND INDEX LINKED RATE OPTION AND MARKET VALUE ADJUSTMENT**

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CONTRACT SPECIFICATIONS

CONTRACT NUMBER	[SPECIMEN]	CONTRACT ISSUE DATE	[10-10-2011]
ANNUITANT	[JOHN DOE]	ANNUITY COMMENCEMENT DATE	[10-10-2046]
ANNUITANT AGE	[35]	PREMIUM PAYMENT	[\$100,000]
ANNUITANT GENDER	[MALE]	PREMIUM ENHANCEMENT	[10%]
CONTRACT OWNER	[JOHN DOE]		
CONTINGENT ANNUITANT	[JAMES DOE]		
BENEFICIARY	[ANN DOE]		

SURRENDER CHARGE PERIOD (SC) SELECTED BY YOU: [10] YEARS

CONTRACT VALUE ALLOCATION (The minimum Allocation is the greater of [\$2500] or [10%] of the Contract Value):

[FIXED RATE STRATEGY

INTEREST CREDITING FREQUENCY	[DAILY]
ALLOCATION	[\$20,000]
PERCENT OF CONTRACT VALUE	[20%]
RATE	[3.00%]]

[POINT TO POINT INDEX LINKED STRATEGY – S&P 500

PARTICIPATION RATE	[100%]
INTEREST CREDITING FREQUENCY	[ANNUAL]
ALLOCATION	[\$10,000]
PERCENT OF CONTRACT VALUE	[10%]
INDEX CAP	[4.00%]]

[POINT TO POINT INDEX LINKED STRATEGY – GLOBAL EQUITY INDEX

PARTICIPATION RATE	[100%]
INTEREST CREDITING FREQUENCY	[ANNUAL]
ALLOCATION	[\$10,000]
PERCENT OF CONTRACT VALUE	[10%]
INDEX CAP	[4.00%]]

[PERFORMANCE TRIGGER INDEX LINKED STRATEGY – S&P 500

PARTICIPATION RATE	[100%]
INTEREST CREDITING FREQUENCY	[ANNUAL]
ALLOCATION	[\$10,000]
PERCENT OF CONTRACT VALUE	[10%]
TRIGGER RATE	[4.00%]]

[PERFORMANCE TRIGGER INDEX LINKED STRATEGY – GLOBAL EQUITY INDEX

PARTICIPATION RATE	[100%]
INTEREST CREDITING FREQUENCY	[ANNUAL]
ALLOCATION	[\$10,000]
PERCENT OF CONTRACT VALUE	[10%]
TRIGGER RATE	[4.00%]]

[MONTHLY SUM INDEX LINKED STRATEGY – S&P 500

PARTICIPATION RATE	[100%]
INTEREST CREDITING FREQUENCY	[ANNUAL]
ALLOCATION	[\$10,000]
PERCENT OF CONTRACT VALUE	[10%]
MONTHLY CAP	[4.00%]]

CONTRACT SPECIFICATIONS (Continued)

[MONTHLY SUM INDEX LINKED STRATEGY – GLOBAL EQUITY INDEX

PARTICIPATION RATE	[100%]	
INTEREST CREDITING FREQUENCY	[ANNUAL]	
ALLOCATION	[\$10,000]	
PERCENT OF CONTRACT VALUE	[10%]	
MONTHLY CAP	[4.00%]]

[MONTHLY AVERAGING INDEX LINKED STRATEGY – S&P 500

PARTICIPATION RATE	[100%]	
INTEREST CREDITING FREQUENCY	[ANNUAL]	
ALLOCATION	[\$10,000]	
PERCENT OF CONTRACT VALUE	[10%]	
INDEX SPREAD	[4.00%]]

[MONTHLY AVERAGING INDEX LINKED STRATEGY – GLOBAL EQUITY INDEX

PARTICIPATION RATE	[100%]	
INTEREST CREDITING FREQUENCY	[ANNUAL]	
ALLOCATION	[\$10,000]	
PERCENT OF CONTRACT VALUE	[10%]	
INDEX SPREAD	[4.00%]]

INTEREST CREDITING STRATEGY MINIMUMS AND MAXIMUMS

FIXED RATE	MINIMUM RATE	[1.00%]
POINT TO POINT	MINIMUM INDEX CAP	[2.00%]
PERFORMANCE TRIGGER	MINIMUM TRIGGER RATE	[1.00%]
[MONTHLY SUM	MINIMUM MONTHLY CAP	[0.50%]
[MONTHLY AVERAGING	MAXIMUM INDEX SPREAD	[10.00%]
[ALL INDEX LINKED		
STRATEGIES	MINIMUM PARTICIPATION RATE	[25.00%]

We may change the Index Caps, Trigger Rates, Participation Rates, and Index Spreads at the beginning of each Interest Crediting Period, subject to the minimums and maximums described above. Any such change can limit the amount of index interest credited under the Index Linked Interest Crediting Strategies.

INDEX LINKED OPTIONS AVAILABLE

[S&P 500 – 100% S&P 500 INDEX]

[GLOBAL EQUITY INDEX

- 50% - S&P 500 INDEX
- 20% - S&P 400 INDEX
- 15% - MSCI EAFE INDEX
- 15% - RUSSELL 2000 INDEX]

The Index returns used in calculating interest under the Index Linked Interest Crediting Strategies do not include dividends and their reinvestment.

RATE USED TO CALCULATE MINIMUM NONFORFEITURE VALUE – FIXED RATE STRATEGY	[1.00%]
RATE USED TO CALCULATE MINIMUM NONFORFEITURE VALUE – INDEX LINKED STRATEGIES	[1.00%]

CONTRACT SPECIFICATIONS (Continued)

ANNUAL FREE WITHDRAWAL AMOUNT: [10%] of the Contract Value as of last Contract Anniversary, or if during Your first Contract Year Your Contract Issue Date. The Annual Free Withdrawal Amount is not cumulative.

TERMINAL ILLNESS WAIVER OF SURRENDER CHARGE BENEFIT ELIGIBILITY DATE: [5/1/2012]

[PREMIUM ENHANCEMENT CAN BE REDUCED: The Premium Enhancement applied to Your Contract can be reduced by Surrenders and is therefore not guaranteed. Please read the "Forfeiture of Premium Enhancement; Reduction of Contract Value" provisions of the Premium Enhancement Rider to determine under what conditions the Premium Enhancement Amount may be forfeited.]

SURRENDER CHARGES FOR FULL AND PARTIAL SURRENDERS: We may assess a Surrender Charge when You request a Full or Partial Surrender. The Surrender Charge is based on the amount You choose to Surrender and how long Your Premium Payment has been in the Contract. The single Premium Payment is measured from the Contract Issue Date. The dollar amount of any Surrender will be taken proportionately from all of Your Allocations. No Surrender Charge will be assessed if only the Annual Free Withdrawal Amount is taken.

THE PERCENTAGE USED TO CALCULATE THE SURRENDER CHARGE IS SHOWN BELOW:

Year	[1 Year SC]	[2 Year SC]	[3 Year SC]	[4 Year SC]	[5 Year SC]	[6 Year SC]	[7 Year SC]	[8 Year SC]	[9 Year SC]	[10 Year SC]
1	[9%]	[9%]	[9%]	[9%]	[9%]	[9%]	[9%]	[9%]	[9%]	[9%]
2	[0%]	[8%]	[8%]	[8%]	[8%]	[8%]	[8%]	[8%]	[8%]	[9%]
3	[0%]	[0%]	[7%]	[7%]	[7%]	[7%]	[7%]	[7%]	[7%]	[8%]
4	[0%]	[0%]	[0%]	[6%]	[6%]	[6%]	[6%]	[6%]	[6%]	[7%]
5	[0%]	[0%]	[0%]	[0%]	[5%]	[5%]	[5%]	[5%]	[5%]	[6%]
6	[0%]	[0%]	[0%]	[0%]	[0%]	[4%]	[4%]	[4%]	[4%]	[5%]
7	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[3%]	[3%]	[3%]	[4%]
8	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[2%]	[2%]	[3%]
9	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[1%]	[2%]
10	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[1%]
Thereafter	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]

MARKET VALUE ADJUSTMENT: We may make a Market Value Adjustment if You make a Full or Partial Surrender in excess of Your Annual Free Withdrawal Amount, or elect an annuity option during Your Surrender Charge Period. We will not make a Market Value Adjustment in the event of death. The Market Value Adjustment is not waived under any Rider attached to this Contract unless such Rider states that it is waived. The Market Value Adjustment may decrease or increase the amount You receive.

The amount of the Market Value Adjustment may be positive or negative. Such adjustment (positive or negative) will not exceed the difference between the Contract Value and the Premium Payment accumulated at the rate used to calculate Minimum Nonforfeiture Value as shown in the Contract Specifications.

CONTRACT SPECIFICATIONS (Continued)

The Market Value Adjustment equals the Contract Value annuitized or surrendered in excess of the Annual Free Withdrawal Amount multiplied by the following Market Value Adjustment formula. The Market Value Adjustment formula is equal to:

$$\left[\frac{1+i}{1+j} \right]^{12n}$$

Where:

“n” equals the number of months until the end of the Surrender Charge Period, on the date the adjustment is applied. Fractional remaining months will be rounded up if equal to .5 or greater, and will be rounded down if equal to .4 or less.

“i” equals the U.S. Constant Maturity Treasury rate, with maturity years equal to the length of Surrender Charge Period plus the Option Adjusted Spread (OAS) of the Barclays Capital Intermediate U.S. Corporate Index, as of the third business day prior to the Issue Date.

“j” equals the U.S. Constant Maturity Treasury rate, with maturity years equal to the remainder of the Surrender Charge Period, plus the Option Adjusted Spread (OAS) of the Barclays Capital Intermediate U.S. Corporate Index as of the third business day prior to the date the Market Value Adjustment is applied.

If a Treasury Constant Maturity yield for a particular maturity is not published, the yield will be interpolated between the yields for maturities that are published. If the Treasury Constant Maturity yields, or the Barclays Capital Intermediate U.S. Corporate Index rate, are no longer published, We will choose a suitable replacement, subject to any regulatory approvals, and provide You with notice accordingly.

When making the above calculations, We may also round fractions and make reasonable interpolations.

MINIMUM AMOUNT RULE: Partial Surrenders may only be made if the remaining Contract Value after the Partial Surrender is deducted is at least the Minimum Amount of [\$1000] If the partial surrender would reduce the Contract Value to below the Minimum Amount, Your Contract will be deemed to have been fully surrendered.

ANNUITY PARAMETERS: The Minimum Annuity Payment allowed is: [\$100.] The Annuity Commencement Date will not be deferred beyond the later of:

- a) the Annuitant's [90th] birthday; or
- b) the [10th] Contract Year.

If the Contract is issued to the trustee of a charitable remainder trust, the Annuity Commencement Date may be deferred to the Annuitant's 100th birthday.

ADMINISTRATIVE OFFICE OF THE COMPANY: All correspondence concerning this contract should be sent to:

Address for U. S. P. S. First Class Mail:

[The Hartford Wealth Management – Global Annuities
PO Box 14293
Lexington, KY 40512-4293]

Address for Express Mail:

[The Hartford Wealth Management – Global Annuities
745 West New Circle Road
Building 200, 1st Floor
Lexington, KY 40511]

DEFINITION OF CERTAIN TERMS

Administrative Office of the Company - Our administrative office is shown on the Contract Specifications page.

Allocation – Any dollar value associated with the Fixed Rate Strategy or a particular combination of an Index and an Index Linked Crediting Strategy, for the purposes of crediting interest on a periodic basis.

Annual Free Withdrawal Amount – The amount that can be withdrawn in any Contract Year during the Surrender Charge Period prior to incurring a Surrender Charge and Market Value Adjustment.

Annuitant – The person on whose life this Contract is issued. The Annuitant may not be changed. Also, see Contingent Annuitant and Joint Annuitant.

Annuitization or Annuitize – Electing an Annuity Option.

Annuity Commencement Date – The date when Annuity payments are scheduled to begin as described under Annuity Payout Provisions in this Contract.

Annuity Payment Frequency – The frequency with which annuity payments will be made. The frequencies available are monthly, quarterly, semi-annual and annual.

Beneficiary – The person(s) entitled to receive benefits pursuant to the terms of the Contract in the event of the death of the Contract Owner or Annuitant, as applicable.

Cash Surrender Value – The amount that You will receive upon a Full Surrender of Your Contract Value. The method for determining this amount is detailed in the Surrenders provisions.

Commuted Value – The present value of the remaining guaranteed fixed annuity payments.

Contingent Annuitant – The person You designate who, upon the Annuitant's death, prior to the Annuity Commencement Date, becomes the Annuitant. A Contingent Annuitant may not be designated by a non-natural Owner.

Contract Anniversary – An anniversary of the Contract Issue Date. If the Contract Anniversary falls on a Non-Valuation Day, the Contract Anniversary will be the following Valuation Day.

Contract Issue Date – The date as of which the Contract is established for You by Us. The Contract Issue Date is shown on the Contract Specifications.

Contract Owner(s) – The owner(s) of the Contract.

Contract Value – The aggregate value of the Allocations on any Valuation Day.

Contract Year – A period of 12 months commencing with the Contract Issue Date or any other anniversary thereafter.

Death Benefit – The amount that We will pay upon the first death of a Contract Owner or the Annuitant (provided there is no Contingent Annuitant), as applicable.

Due Proof of Death – A certified copy of a death certificate, an order of a court of competent jurisdiction, or any other proof, acceptable to Us.

Ending Index Level – The Index Closing Level on the Valuation Day immediately preceding a new Interest Crediting Period.

Fixed Rate Strategy – The interest crediting method where You may allocate all or a portion of Your Contract Value and receive a guaranteed rate of interest.

Full Surrender – The full surrender and termination of Your Contract for its Cash Surrender Value.

General Account – All of our assets, except those assets that are held in Our separate accounts.

Guaranteed Contract Value – A value used in determining the Cash Surrender Value, the amount applied at Annuitization, and the Death Benefit. This term is explained in the Guaranteed Contract Value provisions.

In Writing – A written form or other method satisfactory to Us and received at Our Administrative Office as defined.

Index – Each available index for the Index Linked Crediting Strategies, as set forth in the Contract Specifications. We reserve the right to discontinue any Index at any time.

Index Cap – For each applicable Index, the cap on gains in such Index. The Index Cap is re-determined by Us at the beginning of each Interest Crediting Period, subject to such Index's stated Minimum Index Cap.

Index Closing Level – For each Index, the value of such Index as of the close of business on a Valuation Day.

Index Linked Crediting Strategy – Any of the index linked interest crediting strategies described in the Interest Crediting Strategies provisions. Each such index excludes dividends and their reinvestment.

Index Return – For each Index, unless otherwise specified, the Index Return will be calculated as follows:

$$\frac{\text{Ending Index Level}}{\text{Initial Index Level}} \text{ minus } 1$$

An Index Return may be negative. An Index Return does not include the Fixed Interest Rate Strategy.

Index Spread – For the Monthly Averaging Index, the number of basis points (one one-hundredth of a percentage point) to be subtracted from its Index Return.

Initial Index Level – For each Index, the Index Closing Level at the beginning of each Interest Crediting Period.

Interest Crediting Floor – For each Index, the annual minimum gain in an Index. This amount will never be less than 0.00%.

Interest Crediting Period – The period offered by Us and elected by You for which an interest rate will be credited. The initial Interest Crediting Period for each elected Interest Crediting Strategy is shown on the Contract Specifications page. You will have the ability to make new elections at the end of each Interest Crediting Period.

Interest Crediting Rate – The rate applied to an Allocation at the end of each Interest Crediting Period.

Interest Crediting Strategy – The crediting method used to determine the Interest Crediting Rate for each Allocation. Each available Interest Crediting Strategy is described in the Interest Crediting Strategies provisions.

Internal Revenue Code – The United States Internal Revenue Code of 1986, as amended or any successor law.

Internal Revenue Service – The United States Internal Revenue Service or any successor agency.

Joint Annuitant – Upon Annuitization, a person other than the Annuitant on whose continuation of life annuity payments may be made. The Contract will have a Joint Annuitant only if the annuity settlement option selected provides for a survivor. The Joint Annuitant may not be changed.

Joint Owner – One of two Owners of the Contract that is not a tax qualified contract.

Market Value Adjustment – An adjustment that is applied to any Surrender in excess of Your Annual Free Withdrawal Amount or Annuitization during the Surrender Charge Period. This term is described in the Contract Specifications.

Minimum Index Cap – For each Index, the minimum value that can be assigned to its Index Cap.

Minimum Nonforfeiture Value – The minimum value of this Contract computed pursuant to the applicable Nonforfeiture Law.

Monthly Ending Index Level – For the Monthly Sum Index Linked Strategy and the Monthly Averaging Index Linked Strategy, the Index Closing Level on the Valuation Day immediately preceding the day of the month that corresponds to the day Your Contract was issued on.

Monthly Index Return - For the Monthly Sum Interest Crediting Strategy, unless otherwise specified, the Monthly Index Return for each month will be calculated as follows:

$$\frac{\text{Monthly Ending Index Level}}{\text{Monthly Initial Index Level}} \text{ minus } 1$$

Monthly Initial Index Level - For the Monthly Sum Index Linked Strategy and the Monthly Averaging Index Linked Strategy, the Index Closing Level on the Valuation Day that corresponds to the day of the month Your Contract was issued on.

Net Premium Payment – The Net Premium Payment is equal to the Premium Payment, minus any applicable Premium Taxes We may deduct, and is applied to one or more Interest Crediting Strategies, as instructed by You.

Partial Surrender – A portion of Contract Value withdrawn from the Contract, adjusted by any applicable Surrender Charge and Market Value Adjustment.

Participation Rate – For each Index, a rate at which its Index Return may be multiplied as part of the Interest Crediting Rate calculation.

Payee – The person designated by You to whom annuity payments will be made.

Premium Payment – The dollar amount sent to and accepted by Us to be applied to Your Contract. This amount is provided in the Contract Specifications.

Premium Tax – The amount of tax, if any, imposed on Us by a federal, state, local or other governmental entity on Premium Payment or Contract Value. For any Contract subject to a Premium Tax, We may deduct the tax at the time We pay the tax to the applicable taxing authorities, at the time the Contract is surrendered or on the Annuity Commencement Date. If We deduct the tax after Your Premium Payment has been applied to one or more Interest Crediting Strategies, the tax will be deducted from each Allocation on a pro-rata basis.

Surrender – A Full Surrender or a Partial Surrender.

Surrender Charge – The amount We deduct from Your Contract Value when You make a partial or full Surrender in excess of your Annual Free Withdrawal Amount during the Surrender Charge Period.

Surrender Charge Period – The length of time You elected during which Surrenders in excess of the Annual Free Withdrawal Amount will incur a Surrender Charge and Market Value Adjustment, and during which You may incur a Market Value Adjustment if you elect an annuity option.

Transfer - A reallocation of Contract Value between or among Interest Crediting Strategies, as set forth in the Transfers Between Interest Crediting Strategies provisions.

Trigger Rate – For the Performance Trigger Interest Crediting Strategy only, the rate which will be credited when the Index Return is 0% or higher.

Valuation Day – Every day the New York Stock Exchange is open for trading. Valuation is determined at the close of the New York Stock Exchange (generally 4:00 p.m. Eastern Time).

Valuation Period – The period of time between the close of business on successive Valuation Days.

We, Us, Our – The company referred to on the first page of this Contract.

You, Your - The Contract Owner(s).

PREMIUM

Premium Payment

This is a single premium annuity. The Premium Payment is payable at the Administrative Office of the Company. Payment may be made by check or by any other method that We deem acceptable.

Allocation of Premium Payment

The Premium Payment, minus any applicable Premium Tax that We may deduct, will be applied to Allocations in accordance with the instructions provided by You, subject to Our minimum amount(s) then in effect.

GUARANTEED CONTRACT VALUE

The Guaranteed Contract Value is used in the determination of Your Cash Surrender Value, the amount applied at Annuitization, and the Death Benefit payable upon death prior to the Annuity Commencement Date. The Guaranteed Contract Value is equal to the sum of the single Premium Payment, plus daily accumulated interest at an annual rate of 1% and adjusted for Partial Surrenders. Upon making a Partial Surrender, we adjust the Guaranteed Contract Value by a factor. This factor is equal to 1 minus (a/b), where:

“a” is the amount of the Partial Surrender

“b” is Contract Value immediately prior to such Partial Surrender.

INTEREST CREDITING STRATEGIES

On the Contract Issue Date, You may allocate Premium Payment between one or more Interest Crediting Strategies made available by Us. An allocation of the initial Premium Payment to a particular Interest Crediting Strategy must be at least the amount set forth in the Contract Specifications. Your initial allocation is shown on the Contract Specifications.

The Index Linked Interest Crediting Strategies exclude dividends and their reinvestment.

In addition, at the end of each Interest Crediting Period prior to the Annuity Commencement Date, You may transfer Contract Value from one Interest Crediting Strategy to another Interest Crediting Strategy. The minimum new Allocation(s) must be at least the amount set forth in the Contract Specifications.

Following is a description of the various Interest Crediting Strategies.

Fixed Rate Strategy

We declare at each Contract Anniversary a guaranteed interest rate that We will credit to the Fixed Rate Strategy for such Contract Year. Such year may not be measured on a calendar year basis. You may transfer all or part of an Allocation from other Index Linked Crediting Strategies to the Fixed Rate Strategy, effective on the first day of the next Interest Crediting Period, subject to the provisions set forth under “Transfers Between Interest Crediting Strategies”.

Index Linked Strategies

We may offer to You, at Our sole discretion, any of the following Index Linked Interest Crediting Strategies. The Interest Crediting Rate determined when You apply Contract Value to an Index Linked Crediting Strategy will depend on the performance of an Index You choose, and is not guaranteed to result in an interest credit to Your Contract Value at the end of each Interest Crediting Period.

Point-to-Point Index Linked Strategy

On the last day of each Interest Crediting Period, We calculate the Index Return for the Point-to-Point Index Linked Crediting Strategy. The Interest Crediting Rate applied to such Allocation is its Index Return multiplied by the Participation Rate, not to exceed its Index Cap and not less than the Interest Crediting Floor.

You may transfer all or part of an Allocation from other Interest Crediting Strategies to the Point-to-Point Index Linked Strategy, effective on the first day of the next Interest Crediting Period, subject to the provisions set forth under "Transfers Between Interest Crediting Strategies."

Performance Trigger Index Linked Strategy

On the last day of each Interest Crediting Period, We calculate the Index Return for the Performance Trigger Index Linked Crediting Strategy. If the Index Return is greater than or equal to zero, the Trigger Rate becomes the Interest Crediting Rate. If the Index Return is less than zero, the Interest Crediting Rate is equal to the Interest Crediting Floor.

You may transfer all or part of an Allocation from other Interest Crediting Strategies to the Performance Trigger Index Linked Strategy, effective on the first day of the next Interest Crediting Period, subject to the provisions set forth under "Transfers Between Interest Crediting Strategies."

Monthly Sum Index Linked Strategy

On the last day of each Interest Crediting Period, We calculate the twelve (12) Monthly Index Returns for such year for the Monthly Sum Index Linked Crediting Strategy. The Monthly Index Returns for such year, subject to the Monthly Cap (there is no limit on negative returns each month) are added together. This sum is the Interest Crediting Rate, but is not less than the Interest Crediting Floor.

You may transfer all or part of an Allocation from other Interest Crediting Strategies to the Monthly Sum Index Linked Strategy, effective on the first day of the next Interest Crediting Period, subject to the provisions set forth under "Transfers Between Interest Crediting Strategies." .

Monthly Averaging Index Linked Strategy

On the last day of each Interest Crediting Period, We calculate the Monthly Ending Index Value for each of the twelve (12) months of such year. The twelve (12) Monthly Ending Index Values are averaged to arrive at the Average Monthly Ending Index Level value.

The Interest Crediting Rate for this Index Crediting Strategy is the greater of (a) or [(b) minus (c)] where:

"a" is The Interest Crediting Floor

"b" is:

Average Monthly Ending Index Level value minus the Initial Index Level

Initial Index level

"c" is the Index Spread

You may transfer all or part of an Allocation from other Interest Crediting Strategies to the Monthly Averaging Index Linked Interest Strategy, effective on the next Interest Crediting Period, subject to the provisions set forth under "Transfers Between Interest Crediting Strategies."

CALCULATION OF INTEREST CREDIT

For Index Linked Crediting Strategies, at the end of each Interest Crediting Period, each Interest Crediting Rate is applied to the associated Allocation to determine an interest amount. This interest is then credited to that Allocation.

DISCONTINUATION OF INTEREST CREDITING STRATEGIES

We may discontinue offering any Interest Crediting Strategy at any time, effective on the first day of the next Interest Crediting Period. If We discontinue offering an Interest Crediting Strategy, You must transfer the Allocation associated with such discontinued Interest Crediting Strategy to a different Interest Crediting Strategy, effective on the next Interest Crediting Period. If You do not designate a new Interest Crediting Strategy, the Allocation associated with the discontinued Interest Rate Strategy will be transferred to the Fixed Rate Strategy, effective on the first day of the next Interest Crediting Period.

DISCONTINUATION OR SUBSTANTIAL CHANGE TO AN INDEX

We may discontinue an Index (including the index used in the Market Value Adjustment) or substantially change the calculation of an Index. If We do so, We may substitute a comparable index subject to any applicable regulatory approval that may be required. Before a substitute index is used, We shall notify You and any assignee of the substitution.

TRANSFERS BETWEEN INTEREST CREDITING STRATEGIES

Prior to the Annuity Commencement Date, You may elect to transfer Contract Value from one Allocation to a different Allocation at the end of each Interest Crediting Period, subject to the minimum Allocation described in your Contract Specifications. You may provide Us with these instructions within 30 days prior to the first day of the next Interest Crediting Period upon which Your instructions will become effective. However, We may establish, from time to time, restrictions, policies, and procedures relating to transfers between Interest Crediting Strategies, which We may modify or terminate at any time.

CONTRACT CONTROL PROVISIONS

Annuitant, Contingent Annuitant, Contract Owner

The Annuitant may not be changed.

The designations of Contract Owner and Contingent Annuitant will remain in effect until You change them. The designation of the Contract Owner may be changed at any time by written notice to Us. The designation of the Contingent Annuitant may be changed at any time during the lifetime of the Annuitant and prior to the Annuity Commencement Date by written notice to Us. Any such change in designation, unless otherwise specified by You, shall take effect on the date the notice is signed, subject to any payments made or actions taken by Us prior to receipt of this notice. If no Contingent Annuitant has been named and the Contract Owner/Annuitant's spouse is a Beneficiary, the Contract Owner/Annuitant's spouse will be presumed to be the Contingent Annuitant. In any other situation, if no Contingent Annuitant has been named, the Contract Owner (or in the case of joint Contract Owners, the younger Contract Owner) will be presumed to be the Contingent Annuitant provided that the Contract Owner is not the Annuitant. The Contract Owner may waive this presumption.

Ownership

You have the sole power to exercise all the rights, options, and privileges granted by this Contract or permitted by Us and to agree with Us to any change in or amendment to the Contract. Your rights will be subject to the rights of any assignee of record with Us and of any irrevocably designated Beneficiary. In the case of joint Contract Owners, each Contract Owner alone may exercise all rights, options, and privileges, except with respect to the surrender, selection of any annuity option, and change of ownership.

Assignment

You may assign this Contract by providing Us notice in Writing. We reserve the right to limit or refuse assignments and transfers of ownership at any time on a non-discriminatory basis if required to satisfy applicable laws or regulations. Any assignment, unless otherwise specified by You, shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by Us prior to receipt of this notice. We shall not be liable for the validity of the assignment.

Beneficiary

The designated Beneficiary will remain in effect until You change it. The designated Beneficiary may be changed during the lifetime of the Annuitant by written notice to Us at the Administrative Office of the Company. If the designated Beneficiary has been designated irrevocably, the designation cannot be changed or revoked without such Beneficiary's written consent. Upon receipt of written notice and consent, if required by Us, the new designation will take effect as of the date the notice is signed, whether or not the Annuitant or Contract Owner is alive at the time of receipt. Any payments made or other action taken by Us before the receipt of the notice will not be subject to the requested change.

Subject to any tax qualification requirements under the Internal Revenue Code, Our then policies and procedures, and subject to the paragraph entitled "Distribution Requirements" of this Contract, a Beneficiary may designate another individual or entity to receive, upon the death of the Beneficiary, any remaining interest of the Beneficiary in the Contract.

GENERAL PROVISIONS**The Contract**

This Contract and any amendments, endorsements or riders constitute the entire Contract.

Contract Modification

No modification of this Contract will be made without the signature of Our President, a Senior Vice President, Executive Vice President, Vice President or Assistant Vice President. No modification will affect the amount or term of any annuity begun prior to the modification unless it is required to conform the Contract to any federal or state statute. No modification will affect the method by which the Contract Value will be determined. No modification will impair or invalidate any right granted under this Contract except for amendments to conform to changes in any applicable provisions or requirements of the Internal Revenue Code.

Interest Crediting Strategy Modification

We reserve the right, subject to any applicable law, to make changes, including the right to add, eliminate, or substitute any Interest Crediting Strategy offered under the Contract.

Setting of Index Caps, Monthly Index Caps, Index Spreads and Trigger Rates

We may elect to offer, on a non-discriminatory basis, more favorable Index Caps, Monthly Index Caps, Index Spreads and Trigger Rates to larger Premium Payments in accordance with rules and procedures established by Us.

Minimum Value Statement. Any paid-up annuity, cash surrender values or death benefits that may be available under the Contract are not less than the minimum benefits required by law. The method for determining the Minimum Nonforfeiture Value for this Contract is on file with the state Insurance Department where this Contract is delivered.

Minimum Nonforfeiture Value

The Minimum Nonforfeiture Value is determined by accumulating 87.5% of the Single Premium Payment applied at Your Contract Issue Date, adjusted for withdrawals, at the Minimum Nonforfeiture Rate.

The Minimum Nonforfeiture Rate will be the lesser of 3% or a rate equal to the average five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the calendar month two months prior to the Contract Issue Date rounded to the nearest one-twentieth of one percent reduced by one hundred twenty-five basis points for the Fixed Rate Strategy and by two hundred twenty-five basis points for the Index Linked Crediting Strategies; where the resulting interest rate is not less than one percent. The rate used to calculate the Minimum Nonforfeiture Value is shown on the Contract Specifications.

Non-Participation

This Contract does not share in Our surplus earnings.

Misstatement of Age and Gender

If the age or gender of the Annuitant has been misstated, the amount of the annuity payable by Us will be adjusted based on the correct information without changing the date of the first payment. Any underpayments by Us will be made up immediately and any overpayments will be charged against future amounts becoming payable. We will credit interest in the event of an underpayment, or deduct interest in the event of overpayment, by applying an annual effective rate of 1%.

If the age of the Annuitant or Contract Owner has been misstated, the amount of any Death Benefit payable will be determined based upon the correct age of the Annuitant or Contract Owner.

Incontestability

We cannot contest this Contract.

Reports to the Contract Owner

At least annually and without charge, a statement will be sent to You that includes Contract information as of a date not more than four months prior to the date of mailing. You may request, in Writing or other means acceptable to Us, additional statements.

Proof of Survival

The payment of any annuity benefit will be subject to evidence that the Annuitant is alive on the date such payment is otherwise due.

Tax Qualification

This Contract is intended to qualify as an annuity contract for federal income tax purposes. To that end, the provisions of this Contract are to be interpreted to ensure and maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract to conform to any changes in the tax qualification requirements under the applicable provisions of the Internal Revenue Code.

SURRENDERS

You may Surrender Contract Values not to exceed the Contract's Cash Surrender Value. Surrender of Contract Values shall be made proportionately from each Allocation.

We determine the Cash Surrender Value as the greatest of (a), (b) or (c):

- a) The Guaranteed Contract Value prior to the Annuity Commencement Date, minus any applicable Surrender Charge; or
- b) The Contract Value:
 - (i) Minus any applicable Surrender Charge; plus or minus
 - (ii) Any applicable Market Value Adjustment; minus
 - (iii) Any applicable Premium taxes; or
- c) The Minimum Nonforfeiture Value.

Full Surrender prior to the Annuity Commencement Date

At any time prior to the Annuity Commencement Date, You have the right to terminate the Contract by submitting a written request to Us at the Administrative Office of the Company. In such event, the Cash Surrender Value of the Contract may be taken in the form of a cash settlement.

Partial Surrenders Prior to the Annuity Commencement Date

You may request, in writing or other means acceptable to Us, a Partial Surrender of Contract Values at any time prior to the Annuity Commencement Date provided the Contract Value remaining after the Partial Surrender is at least equal to Our Minimum Amount Rule shown in the Contract Specifications. If the remaining Contract Value following such Surrender is less than Our minimum amount rule, We may terminate the Contract and pay You the Cash Surrender Value.

The Surrender Charge will be assessed against any Contract Values surrendered as described in the Contract Specifications Page. However, on a noncumulative basis, You may make partial surrenders during any Contract Year, up to the Annual Free Withdrawal Amount described in the Contract Specifications and the Surrender Charge will not be assessed against such amounts. Surrender of Contract Values in excess of the Annual Free Withdrawal Amount and additional Surrenders made in any Contract Year will be subject to the Surrender Charge, as described in the Contract Specifications, if applicable. The Annual Free Withdrawal Amount shall be assessed proportionately from each Allocation.

No Surrender Charge will be assessed if:

- a) The Surrender Charge Period has expired;
- b) The Owner dies; or
- c) You elect an annuity option

After the Surrender Charge is assessed, a Market Value Adjustment shown in the Contract Specifications may also be assessed.

Surrenders after the Annuity Commencement Date

You may surrender all or portions of Your Contract attributable to Period Certain payments if You selected an annuity under Life Annuity with Payments for Period Certain, Joint and Last Survivor Life Annuity with Payments for Period Certain, or Payments for a Period Certain.

We pay You the Commuted Value of the amounts surrendered that We would have paid during the Period Certain, minus any applicable Surrender Charge. Your surrender must occur during the Period Certain.

For Life Annuity with Payments for Period Certain and Joint and Last Survivor Life Annuity with Payments for Period Certain, on the date the Period Certain would have expired had it not been surrendered and if the Annuitant is living, annuity payments will resume ceasing with the last payment due prior to the death of the Annuitant.

Payment upon Surrender - Deferral of Payment

We may defer payment of any surrender amounts from the Contract for up to six months from the date of the request to surrender, subject to obtaining any required approval by the Insurance Commissioner of the state in which this Contract is issued. If We defer payment for more than 30 days, We will pay interest per annum of at least the statutory required minimum interest rate then in effect on the amount deferred.

DEATH BENEFITS**Death Before the Annuity Commencement Date**

We pay a Death Benefit before the Annuity Commencement Date if one of the following conditions is met:

If the Contract Owner (who is a natural person) dies, and:

- a) the joint Contract Owner is living, the joint Contract Owner will become the Beneficiary. In this case, the rights of the designated Beneficiary are voided;
- b) there is no surviving joint Contract Owner, the designated Beneficiary will be the Beneficiary;
- c) no Beneficiary designation is in effect or the designated Beneficiary has predeceased the Contract Owner, the Contract Owner's estate shall be the beneficiary.

If the Annuitant dies, and:

- a) is also the sole Contract Owner, the designated Beneficiary will be the Beneficiary;
- b) both the Contract Owner and the Contingent Annuitant are living, no death benefit is payable, and the Contingent Annuitant will become the Annuitant. The Contract will continue;
- c) the Contract Owner is living, and there is no Contingent Annuitant or the Contingent Annuitant is not living, the Contract Owner will be the Beneficiary. In this case, the rights of the designated Beneficiary are voided;
- d) the Contract is owned by a corporation or other entity, the Contract Owner will be the Beneficiary. In this case, the rights of the designated Beneficiary are voided.

Death On or After the Annuity Commencement Date

If provided under the annuity option You select, We pay a Death Benefit after the Annuity Commencement Date to the Beneficiary.

If the Annuitant dies, the Contract Owner will be the Beneficiary, and the rights of the designated Beneficiary are voided. If the Annuitant who is also the Contract Owner dies, the designated Beneficiary will be the Beneficiary.

If the Contract Owner dies, and the Annuitant is living, the designated Beneficiary will become the Contract Owner.

Calculation of the Death Benefit

If a Death Benefit is payable before the Annuity Commencement Date, the Death Benefit payable will be calculated as of the date We receive written notification of Due Proof of Death at the Administrative Office of the Company.

If the calculated Death Benefit exceeds the Contract Value, the difference will be allocated to the Fixed Rate Strategy. During the time period between Our receipt of written notification of Due Proof of Death and Our receipt of complete settlement instructions from each Beneficiary, the calculated Death Benefit amount will be subject to Market Value Adjustment fluctuations.

If a Death Benefit is payable after the Annuity Commencement Date, the Death Benefit will be calculated as of the date We receive both written notification of Due Proof of Death and settlement instructions as in the manner described in the settlement option then in effect.

Death Benefit Before the Annuity Commencement Date

The Death Benefit payable is equal to the greater of:

- a) Contract Value, or
- b) the Guaranteed Contract Value as of the date We receive due Proof of Death.

No Surrender Charge or Market Value Adjustment will be assessed or made if death occurs before the Annuity Commencement Date.

Settlement of the Death Benefit

The Death Benefit may be taken in one sum or under any of the settlement options than being offered by Us subject, however, to the Distribution Requirements below. The Beneficiary may elect any available settlement option, unless the Contract Owner has designated the settlement option for that Beneficiary. The available settlement options include any of the annuity options under this Contract or any other options than being offered by Us. If payment is taken in one sum, an interest-bearing draft account ("Safe Haven Account") will be offered, and if elected maintained until the entire balance is withdrawn. The Safe Haven Account is part of Our General Account. The minimum draft writing amount and remaining balance must be at least equal to the minimum amounts according to Our rules than in effect. If the remaining balance falls below Our minimum amount rules, the Safe Haven Account will terminate and We will pay the remaining balance in one sum.

As of the date of receipt of complete disbursement instructions from the Beneficiary, the amount to be paid or applied to a selected settlement option will be computed. When there is more than one Beneficiary, the amount will be calculated for each Beneficiary's share of the proceeds and paid or applied to a selected settlement option according to and upon each Beneficiary's instructions. If the date of receipt of complete instructions falls on a non-valuation day, the amount will be computed on the next Valuation Day.

When payment is taken in one sum, payment will be made within 7 days of Our receipt of complete instructions, except as required by law.

Distribution Requirements

Subject to the Alternative Election or Spouse Beneficiary provisions below:

- a) If any Contract Owner dies before the Annuity Commencement Date, the entire interest in the Contract will be distributed within five years after such death; and
- b) If any Contract Owner dies on or after the Annuity Commencement Date, and before the entire interest in the Contract has been distributed, the 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 such death.

If the Contract Owner is not an individual, then for purposes of the preceding paragraph a or b, the Annuitant will be treated as the Contract Owner.

Alternative Election to Satisfy Distribution Requirements

If any portion of the interest of a Contract Owner described above is payable to or for the benefit of a designated Beneficiary, and the Beneficiary elects after the Contract Owner's death to have the benefit distributed over a period that:

- a) does not extend beyond such Beneficiary's life (or life expectancy); and
- b) does commence within one year of the Contract Owner's date of death, then for purposes of satisfying the Distribution Requirements above, the benefit will be treated as distributed entirely on the date such periodic distributions begin.

Spouse Beneficiary

If the Contract Owner's spouse becomes a Beneficiary by reason of the Contract Owner's death and the Annuitant (or Contingent Annuitant, if applicable) is alive, that portion of the contract for which the spouse is the Beneficiary will continue with the spouse as the Contract Owner, unless the spouse elects to be paid a Death Benefit option. This provision will apply only once with respect to this Contract.

If the Contract continues with the spouse as the Contract Owner, the death benefit will be calculated on receipt of Due Proof of Death. If the Contract Value is less than the calculated death benefit amount, the Contract Value will be increased appropriately.

ANNUITY PAYOUT PROVISIONS

Annuity Commencement Date

The Annuity Commencement Date is shown in the Contract Specifications. You may change the date by notifying Us prior to the Annuity Commencement Date, subject to the parameters as shown in the Contract Specifications, and Our approval.

If You did not elect a specific Annuity Commencement Date, We have stated Your Annuity Commencement Date as the maximum Annuity Commencement Date as described in Your Contract Specifications.

On the Annuity Commencement Date, You must either elect to Surrender Your Contract in full or elect an annuity option and begin receiving annuity payments immediately. If no election is made, the Life Annuity With 10 Years Period Certain shall be effective.

If at the maximum Annuity Commencement Date Your entire Contract Value (subject to Minimum Non-Forfeiture Value requirements) is applied to an Annuity Option, no Market Value Adjustment or Surrender Charge will be assessed.

If at the end of an Interest Crediting Period the Annuitant's age is such that the new Interest Crediting Period will conclude after the Annuity Commencement Date, the Contract Owner must apply the Contract Value to the Fixed Rate Strategy for such Interest Crediting Period.

When you elect an annuity option, we will apply the greatest of the Guaranteed Contract Value, the Contract Value adjusted by a Market Value Adjustment, if applicable, and less premium taxes, if applicable, or the Minimum Nonforfeiture Value.

If you elect an Annuity Commencement Date that is prior to the last day of the Surrender Charge Period, a Market Value Adjustment may be applied.

Election of Annuity Option

At any time after Your first Contract Anniversary, You may elect, in writing, without deduction of any Surrender Charge, any one of the fixed annuity options described below (except the Annuity Proceeds Settlement Option) or any annuity option then being offered by Us. The annuity option may not be changed on or after the Annuity Commencement Date.

In the absence of an alternate election by You at the maximum Annuity Commencement Date, we will assume that you have elected the Life Annuity with 10 Years Period Certain. Annuity payments will be fixed dollar amounts.

Some of the options may not be available if this Contract is issued to qualify under Section 401, 403, or 408 of the Internal Revenue Code. The Life Annuity with Payments for a Period Certain, Joint and Last Survivor Life Annuity with Payments for a Period Certain, and the Payment for a Period Certain annuity options will be available only if the guaranteed payment period is not greater than the life expectancy of the Annuitant at the time the option becomes effective. Such life expectancy will be computed under applicable Internal Revenue Service tables.

Election of Annuity Payment Frequency

You may elect the Annuity Payment Frequency. Available Annuity Payment Frequencies include: monthly, quarterly, semi-annual, and annual. In the event that You do not elect a payment a payment frequency, annuity payments will be made monthly. Annuity payments will be made according to the Annuity Payment Frequency.

Annuity Calculation Date

The Annuity Calculation Date will be the Annuity Commencement Date. You may only elect a fixed dollar annuity. You cannot change this election on or after the Annuity Commencement Date.

Minimum Annuity Payment

The annuity payments must be at least equal to the minimum payment amount according to the Annuity Parameters shown in the Contract Specifications. If at any time, payments become less than the minimum payment, We have the right to change the payment frequency to meet the minimum payment requirements. If any payment amount is less than the minimum annual payment amount, We may make an alternative arrangement with You.

Betterment of Annuity Rates

Annuity payments at the time of their commencement will not be less than those that would be provided by the application of the Cash Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by Us at such time to the same class of annuitants.

Annuity Options

Life Annuity – An annuity payable during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant. There is no Death Benefit payable to the Beneficiary under this Option.

Life Annuity with a Cash Refund – An annuity payable during the lifetime of the Annuitant. At the death of the Annuitant, any remaining value will be paid to the Beneficiary. The remaining value equals the Contract Value, less Premium Tax, minus the sum of all annuity payments made.

Life Annuity with Payments for a Period Certain – An annuity payable for a specified number of years and for as long as the Annuitant is living. If at the death of the Annuitant, payments have been made for less than the period selected, the remaining payments will be made to the Beneficiary. The Beneficiary may elect to receive the present value of the remaining payments in one sum. To calculate the present value for fixed dollar annuity payments, We will use an interest rate We determine at Our discretion.

Joint and Last Survivor Life Annuity – An annuity payable during the lifetimes of the Annuitant and the Joint Annuitant and thereafter during the remaining lifetime of the survivor. At the time of electing this annuity option, the Contract Owner may elect reduced payments over the remaining lifetime of the survivor. Payments will cease with the last payment prior to the death of the survivor.

Joint and Last Survivor Life Annuity with Payments for a Period Certain – An annuity payable for a specified number of years and during the lifetimes of the Annuitant and the Joint Annuitant and thereafter during the remaining lifetime of the survivor. At the time of electing this annuity option, the Contract Owner may elect reduced payments over the remaining lifetime of the survivor. If at the death of the survivor, payments have been made for less than the period selected, the remaining payments will be made to the Beneficiary. The Beneficiary may elect to receive the present value of the remaining payments in one sum. To calculate the present value for fixed dollar annuity payments, We will use an interest rate We determine at Our discretion.

Payment for a Period Certain – An annuity payable for a specified number of years. If at the death of the Annuitant, payments have been made for less than the period selected, the remaining payments will be made to the Beneficiary. The Beneficiary may elect to receive the present value of the remaining payments in one sum. To calculate the present value for fixed dollar annuity payments, We will use an interest rate We determine at Our discretion.

Annuity Proceeds Settlement Option – Proceeds from the Death Benefit can be left with Us for a period not to exceed five years from the date of the Contract Owner's or the Annuitant's death prior to the Annuity Commencement Date. The proceeds will remain in the Allocation(s) to which they were applied at the time of death unless the Beneficiary elects to transfer Contract Value at the end of an Interest Crediting Period. Full or partial Surrenders may be made at any time, however, if the Surrender Charge period has not completed, a Market Value Adjustment will apply. In the event of withdrawals, the remaining value will equal the Contract Value of the proceeds left with Us, minus any partial Surrenders.

ANNUITY TABLES

DESCRIPTION OF TABLES: The attached Annuity Tables show the minimum dollar amount of the monthly payments for each \$1,000 applied under each of the Annuity Options. Under the Life Annuity, Life Annuity with a Cash Refund, or Life Annuity with Payments for a Period Certain options, the amount of each payment will depend upon the age and gender of the Annuitant at the time the first payment is due. Under the Joint and Last Survivor Annuity and Joint and Last Survivor Annuity with Payments for a Period Certain options, the amount of each payment will depend upon the gender of both Annuitants and their ages at the time the first payment is due. Gender will not be used to determine the amount of the Annuity payable if this Contract is issued to qualify under certain sections of the Internal Revenue Code. If gender is used to determine the amount of Annuity payable, the Annuity Tables at the end of this Contract will provide rates of payment for male Annuitants and female Annuitants.

The tables for all of the Annuity Options, excluding the Payments for a Period Certain option, are based on the Annuity 2000 Mortality Table projected forward using Projection Scale AA, an Annuitization year of 2010, and an interest rate of 1.5%. The table for the Payments for a Period Certain option is based on an interest rate of 1.5% per annum.

The Annuity tables for all of the Annuity Options, excluding the Payments for a Period Certain option are age dependent. The amount of the annuity payments will be based on an age that is a specified number of years younger than the Annuitant's then-attained age. The revised age is as follows:

Date of First Payment	Revised Age
Prior to 2025	2 years
2025 - 2029	3 years
2030 - 2039	4 years
2040 - 2049	5 years
2050 or later	6 years

ANNUITY TABLES FOR FIXED PAYMENTS
Based on 1.5% Interest Rate
Amount of Monthly Payment For Each \$1,000 Applied

Fixed Dollar Annuity payments will not vary and are guaranteed as to fixed dollar amount. Payments for any available Annuity payment frequency, period certain, age, or combination of ages not shown will be quoted upon request. The tables shown below are age dependant and are prior to the application of an age revision based on the year of Annuitization.

LIFE ANNUITY, LIFE ANNUITY WITH A CASH REFUND, AND LIFE ANNUITY WITH PAYMENTS FOR A PERIOD CERTAIN - SINGLE LIFE ANNUITIES

Age	Male Annuitant					Female Annuitant				
	Cash Refund	Monthly Payments Guaranteed				Cash Refund	Monthly Payments Guaranteed			
		None	120	180	240		None	120	180	240
35	\$2.31	\$2.33	\$2.33	\$2.33	\$2.32	\$2.28	\$2.29	\$2.28	\$2.28	\$2.28
40	2.44	2.51	2.51	2.50	2.49	2.40	2.45	2.45	2.44	2.44
45	2.61	2.74	2.73	2.72	2.70	2.56	2.65	2.65	2.64	2.63
50	2.83	3.02	3.01	2.99	2.95	2.76	2.90	2.90	2.88	2.86
51	2.88	3.09	3.07	3.05	3.01	2.81	2.96	2.95	2.94	2.91
52	2.93	3.16	3.14	3.11	3.07	2.86	3.02	3.01	3.00	2.97
53	2.99	3.23	3.21	3.18	3.13	2.91	3.09	3.08	3.06	3.02
54	3.05	3.30	3.28	3.25	3.19	2.96	3.16	3.14	3.12	3.08
55	3.10	3.39	3.36	3.32	3.26	3.02	3.23	3.21	3.18	3.14
56	3.17	3.47	3.44	3.40	3.33	3.08	3.30	3.28	3.25	3.21
57	3.23	3.56	3.53	3.47	3.40	3.14	3.38	3.36	3.33	3.27
58	3.30	3.66	3.62	3.56	3.47	3.20	3.47	3.44	3.40	3.34
59	3.37	3.76	3.71	3.64	3.54	3.26	3.55	3.52	3.48	3.41
60	3.44	3.87	3.81	3.74	3.62	3.33	3.65	3.61	3.56	3.48
61	3.52	3.98	3.92	3.83	3.69	3.40	3.75	3.71	3.65	3.56
62	3.60	4.11	4.03	3.93	3.77	3.48	3.85	3.81	3.74	3.63
63	3.68	4.24	4.15	4.03	3.85	3.56	3.97	3.91	3.84	3.71
64	3.77	4.38	4.28	4.14	3.92	3.64	4.09	4.03	3.94	3.79
65	3.86	4.53	4.41	4.24	4.00	3.73	4.22	4.14	4.04	3.87
66	3.95	4.69	4.55	4.36	4.08	3.82	4.35	4.27	4.15	3.95
67	4.05	4.86	4.69	4.47	4.15	3.92	4.50	4.40	4.26	4.03
68	4.16	5.04	4.84	4.58	4.22	4.02	4.66	4.54	4.37	4.11
69	4.27	5.24	5.00	4.70	4.29	4.13	4.83	4.69	4.49	4.19
70	4.38	5.45	5.17	4.82	4.36	4.24	5.01	4.85	4.61	4.26
75	5.05	6.75	6.09	5.37	4.62	4.89	6.17	5.76	5.22	4.57
80	5.89	8.61	7.07	5.81	4.75	5.73	7.91	7.07	5.81	4.75

ANNUITY TABLES FOR FIXED PAYMENTS
Based on 1.5% Interest Rate
(Continued)

JOINT AND LAST SURVIVOR ANNUITY

Age of Male	Age of Female											
	35	40	45	50	55	60	65	70	75	80	85	90
35	\$2.12	\$2.18	\$2.23	\$2.26	\$2.28	\$2.30	\$2.31	\$2.32	\$2.32	\$2.33	\$2.33	\$2.33
40	2.17	2.25	2.32	2.38	2.42	2.45	2.47	2.49	2.50	2.50	2.51	2.51
45	2.21	2.31	2.41	2.50	2.57	2.63	2.66	2.69	2.71	2.72	2.73	2.73
50	2.24	2.36	2.49	2.61	2.72	2.82	2.89	2.93	2.97	2.99	3.00	3.01
55	2.25	2.39	2.54	2.70	2.86	3.01	3.13	3.22	3.29	3.33	3.35	3.37
60	2.27	2.41	2.58	2.77	2.98	3.19	3.38	3.55	3.67	3.75	3.80	3.83
65	2.27	2.43	2.61	2.82	3.07	3.34	3.62	3.89	4.11	4.28	4.39	4.45
70	2.28	2.43	2.62	2.85	3.13	3.46	3.83	4.22	4.60	4.91	5.14	5.28
75	2.28	2.44	2.64	2.87	3.17	3.53	3.98	4.50	5.06	5.60	6.04	6.34
80	2.28	2.44	2.64	2.89	3.19	3.58	4.08	4.70	5.46	6.28	7.05	7.64
85	2.28	2.45	2.65	2.89	3.21	3.61	4.14	4.84	5.74	6.85	8.03	9.08
90	2.28	2.45	2.65	2.90	3.22	3.63	4.17	4.91	5.93	7.27	8.88	10.50

JOINT AND LAST SURVIVOR ANNUITY WITH 10 YEAR PERIOD CERTAIN

Age of Male	Age of Female											
	35	40	45	50	55	60	65	70	75	80	85	90
35	\$2.12	\$2.18	\$2.23	\$2.26	\$2.28	\$2.30	\$2.31	\$2.32	\$2.32	\$2.33	\$2.33	\$2.33
40	2.17	2.25	2.32	2.38	2.42	2.45	2.47	2.49	2.50	2.50	2.51	2.51
45	2.21	2.31	2.41	2.50	2.57	2.63	2.66	2.69	2.71	2.72	2.73	2.73
50	2.24	2.36	2.49	2.61	2.72	2.82	2.88	2.93	2.97	2.99	3.00	3.00
55	2.25	2.39	2.54	2.70	2.86	3.01	3.13	3.22	3.28	3.32	3.34	3.35
60	2.27	2.41	2.58	2.77	2.98	3.19	3.38	3.54	3.66	3.74	3.78	3.80
65	2.27	2.43	2.61	2.82	3.07	3.34	3.62	3.88	4.10	4.25	4.34	4.38
70	2.28	2.43	2.62	2.85	3.13	3.45	3.82	4.20	4.56	4.85	5.03	5.12
75	2.28	2.44	2.63	2.87	3.17	3.53	3.96	4.47	5.00	5.47	5.80	5.98
80	2.28	2.44	2.64	2.88	3.19	3.57	4.06	4.65	5.34	6.03	6.56	6.87
85	2.28	2.44	2.64	2.89	3.20	3.60	4.11	4.76	5.57	6.43	7.16	7.61
90	2.28	2.45	2.64	2.89	3.21	3.61	4.13	4.82	5.69	6.67	7.54	8.11

ANNUITY TABLES FOR FIXED PAYMENTS
Based on 1.5% Interest Rate
(Continued)

PAYMENTS FOR A PERIOD CERTAIN

No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments
10	\$8.96	15	\$6.20	20	\$4.81	25	\$3.99	30	3.44
11	8.21	16	5.85	21	4.62	26	3.86		
12	7.58	17	5.55	22	4.44	27	3.75		
13	7.05	18	5.27	23	4.28	28	3.64		
14	6.59	19	5.03	24	4.13	29	3.54		

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ANNUITY TABLES FOR FIXED PAYMENTS
Based on 1.5% Interest Rate
Amount of Monthly Payment For Each \$1,000 Applied

Fixed dollar Annuity payments will not vary and are guaranteed as to fixed dollar amount. Payments for any available Annuity payment frequency, period certain, age, or combination of ages not shown will be quoted upon request. The tables shown below are age dependant and are prior to the application of an age revision based on the year of Annuitization.

LIFE ANNUITY, LIFE ANNUITY WITH A CASH REFUND, AND LIFE ANNUITY WITH PAYMENTS FOR A PERIOD CERTAIN - SINGLE LIFE ANNUITIES

Age	Cash Refund	Monthly Payments Guaranteed			
		None	120	180	240
35	\$2.29	\$2.30	\$2.30	\$2.29	\$2.29
40	2.41	2.46	2.46	2.46	2.45
45	2.57	2.67	2.67	2.66	2.65
50	2.78	2.93	2.92	2.91	2.88
51	2.83	2.99	2.98	2.96	2.94
52	2.88	3.05	3.04	3.02	2.99
53	2.93	3.12	3.11	3.08	3.05
54	2.98	3.19	3.17	3.15	3.11
55	3.04	3.26	3.24	3.22	3.17
56	3.10	3.34	3.32	3.29	3.23
57	3.16	3.42	3.40	3.36	3.30
58	3.22	3.51	3.48	3.44	3.37
59	3.29	3.60	3.57	3.52	3.44
60	3.36	3.70	3.66	3.60	3.51
61	3.43	3.80	3.76	3.69	3.59
62	3.50	3.91	3.86	3.78	3.66
63	3.58	4.03	3.97	3.88	3.74
64	3.67	4.15	4.08	3.98	3.82
65	3.76	4.28	4.20	4.08	3.90
66	3.85	4.43	4.33	4.19	3.98
67	3.95	4.58	4.46	4.30	4.06
68	4.05	4.74	4.61	4.42	4.14
69	4.15	4.91	4.76	4.54	4.21
70	4.27	5.10	4.92	4.66	4.28
75	4.92	6.29	5.83	5.26	4.58
80	5.76	8.05	6.87	5.75	4.74

ANNUITY TABLES FOR FIXED PAYMENTS
Based on 1.5% Interest Rate
(Continued)

JOINT AND LAST SURVIVOR ANNUITY

Age of First Annuitant	Age of Second Annuitant											
	35	40	45	50	55	60	65	70	75	80	85	90
35	\$2.12	\$2.17	\$2.21	\$2.24	\$2.26	\$2.27	\$2.28	\$2.29	\$2.29	\$2.29	\$2.30	\$2.30
40	2.17	2.25	2.31	2.36	2.40	2.42	2.44	2.45	2.45	2.46	2.46	2.46
45	2.21	2.31	2.40	2.48	2.54	2.59	2.62	2.64	2.65	2.66	2.67	2.67
50	2.24	2.36	2.48	2.60	2.70	2.77	2.83	2.87	2.89	2.91	2.92	2.93
55	2.26	2.40	2.54	2.70	2.84	2.97	3.07	3.14	3.19	3.22	3.24	3.25
60	2.27	2.42	2.59	2.77	2.97	3.16	3.33	3.46	3.55	3.62	3.65	3.67
65	2.28	2.44	2.62	2.83	3.07	3.33	3.58	3.81	3.99	4.11	4.19	4.23
70	2.29	2.45	2.64	2.87	3.14	3.46	3.81	4.16	4.48	4.72	4.89	4.99
75	2.29	2.45	2.65	2.89	3.19	3.55	3.99	4.48	4.98	5.43	5.78	6.00
80	2.29	2.46	2.66	2.91	3.22	3.62	4.11	4.72	5.43	6.17	6.83	7.32
85	2.30	2.46	2.67	2.92	3.24	3.65	4.19	4.89	5.78	6.83	7.93	8.87
90	2.30	2.46	2.67	2.93	3.25	3.67	4.23	4.99	6.00	7.32	8.87	10.41

JOINT AND LAST SURVIVOR ANNUITY WITH 10 YEAR PERIOD CERTAIN

Age of First Annuitant	Age of Second Annuitant											
	35	40	45	50	55	60	65	70	75	80	85	90
35	\$2.12	\$2.17	\$2.21	\$2.24	\$2.26	\$2.27	\$2.28	\$2.29	\$2.29	\$2.29	\$2.29	\$2.30
40	2.17	2.25	2.31	2.36	2.40	2.42	2.44	2.45	2.45	2.46	2.46	2.46
45	2.21	2.31	2.40	2.48	2.54	2.59	2.62	2.64	2.65	2.66	2.66	2.66
50	2.24	2.36	2.48	2.60	2.70	2.77	2.83	2.87	2.89	2.91	2.92	2.92
55	2.26	2.40	2.54	2.70	2.84	2.97	3.07	3.14	3.19	3.22	3.23	3.24
60	2.27	2.42	2.59	2.77	2.97	3.16	3.33	3.46	3.55	3.61	3.64	3.65
65	2.28	2.44	2.62	2.83	3.07	3.33	3.58	3.80	3.98	4.09	4.16	4.19
70	2.29	2.45	2.64	2.87	3.14	3.46	3.80	4.15	4.45	4.68	4.81	4.88
75	2.29	2.45	2.65	2.89	3.19	3.55	3.98	4.45	4.93	5.33	5.60	5.74
80	2.29	2.46	2.66	2.91	3.22	3.61	4.09	4.68	5.33	5.96	6.43	6.70
85	2.29	2.46	2.66	2.92	3.23	3.64	4.16	4.81	5.60	6.43	7.11	7.54
90	2.30	2.46	2.66	2.92	3.24	3.65	4.19	4.88	5.74	6.70	7.54	8.08

ANNUITY TABLES FOR FIXED PAYMENTS
Based on 1.5% Interest Rate
(Continued)

PAYMENTS FOR A PERIOD CERTAIN

No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments	No. of Years	Amount of Monthly Payments
10	\$8.96	15	\$6.20	20	\$4.81	25	\$3.99	30	3.44
11	8.21	16	5.85	21	4.62	26	3.86		
12	7.58	17	5.55	22	4.44	27	3.75		
13	7.05	18	5.27	23	4.28	28	3.64		
14	6.59	19	5.03	24	4.13	29	3.54		



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

**NON-PARTICIPATING
INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
WITH FIXED RATE OPTION AND INDEX LINKED RATE OPTION AND MARKET VALUE ADJUSTMENT**



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

EXTENDED WITHDRAWAL PRIVILEGE RIDER

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. The terms and conditions in this rider supersede any conflicting provision in the Contract. Terms used that are not defined in this rider shall have the same meaning as those in Your Contract. This rider modifies the Contract by adding the following provisions and terms:

EXTENDED WITHDRAWAL PRIVILEGE. This rider has been issued because Your Contract is part of a tax-qualified retirement plan. It allows You to receive the required minimum distribution as it applies to this Contract, as required by federal tax law, without the imposition of the Surrender Charge applicable under Your Contract.

For Contract years in which the Contract is subject to required minimum distribution rules under current federal tax law and the Annuitant has attained age 70 1/2, the amount available annually without the imposition of the Surrender Charge applicable under Your Contract, is the greater of:

1. The Annual Free Withdrawal Amount; or
2. The required minimum distribution as it applies to this Contract under current federal tax law

See the Contract Specifications for additional information about Surrender Charges and Annuitant information applicable to Your Contract.

You may terminate this rider and the benefits associated with it by terminating the Contract to which it is attached. Please see the "Full Surrender prior to the Annuity Commencement Date" provision of the Contract for additional details.

Signed for Hartford Life and Annuity Insurance Company:

[


David N. Levenson, *President*


Terence Shields, *Corporate Secretary*]



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

**NURSING HOME
WAIVER OF SURRENDER CHARGE RIDER**

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. The terms and conditions in this rider supersede any conflicting provision in the Contract. Terms used that are not defined in this rider shall have the same meaning as those in Your Contract. This rider modifies the Contract by adding the following provisions and terms:

NURSING HOME WAIVER OF SURRENDER CHARGE BENEFIT. During the Covered Person's Eligible Confinement, We will waive any Surrender Charge applicable to a partial or full Surrender of the Contract Value if the Covered Person has met the requirements of Eligible Confinement, as described below. However, the full or partial surrender is subject to a Market Value Adjustment and the terms and conditions of any applicable rider. This benefit will be provided if the Contract Owner provides proof of Eligible Confinement In Writing, and requests the partial or full Surrender of Contract Value within 91 days of the last day of confinement. If the proof of Eligible Confinement provided by You does not meet the requirements of this rider You will be notified and provided with the opportunity to accept or reject the Surrender proceeds, including any Surrender Charges and other adjustments, prior to the disbursement of the proceeds.

Covered Person:

- a) the current Contract Owner(s) if (i) the Contract Owners(s) has (have) been Contract Owner(s) continuously since the Contract Issue Date and (ii) was not confined on the Contract Issue Date; and
- b) the Annuitant, if such person was not confined on the Contract Issue Date.

Eligible Confinement: Confinement must be at the recommendation of a physician for at least 90 consecutive calendar days, to:

- a) a hospital recognized as a general hospital by the proper authority of the state in which it is located; or
- b) a hospital recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; or
- c) a facility certified as a hospital by Medicare; or
- d) a nursing home licensed by the state in which it is located and which has a registered nurse on duty 24 hours a day; or
- e) a facility certified by Medicare as a long-term care facility.

See the Contract Specifications for additional information about Surrender Charges and Owner and Annuitant information applicable to Your Contract.

You may terminate this rider and the benefits associated with it by terminating the Contract to which it is attached. Please see the "Full Surrender prior to the Annuity Commencement Date" provision of the Contract for additional details.

Signed for Hartford Life and Annuity Insurance Company:

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

PREMIUM ENHANCEMENT RIDER

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. The terms and conditions in this rider supersede any conflicting provision in the Contract. Terms used that are not defined in this rider shall have the same meaning as those in Your Contract. This rider modifies the Contract by adding the following provisions and terms:

Premium Enhancement

Subject to any restrictions as described in this Contract, We may add a Premium Enhancement to the Contract Value on the Contract Issue Date based on the initial Single Premium Payment shown in the Contracts Specifications of the Contract. The Premium Enhancement, if any, is a percentage of such Single Premium Payment. The Premium Enhancement is not a Premium Payment as defined in Your Contract. It is considered part of interest earnings.

Allocation of Premium Enhancement

The Premium Enhancement is allocated in the same proportion as the associated Single Premium Payment is allocated.

Forfeiture of Premium Enhancement; Reduction of Contract Value

If, prior to the end of the Surrender Charge Period, You Surrender Contract Value in excess of the Annual Free Withdrawal Amount, You will forfeit some or all of the Premium Enhancement.

The amount forfeited will reduce Contract Value by the dollar amount in excess of the Annual Free Withdrawal Amount and will be taken from each Allocation on a proportional basis.

At the beginning of each Contract Year We will re-determine, according to the following schedule, the amount of any remaining Premium Enhancement that is subject to forfeiture. Any remaining Premium Enhancement will not be fully vested until the completion of the tenth Contract Anniversary.

Contract Year	Percent of Remaining Premium Enhancement Vested	Percent of Remaining Premium Enhancement Subject to Forfeiture
1	[0%]	[100%]
2	[10%]	[90%]
3	[20%]	[80%]
4	[30%]	[70%]
5	[40%]	[60%]
6	[50%]	[50%]
7	[60%]	[40%]
8	[70%]	[30%]
9	[80%]	[20%]
10	[90%]	[10%]
11 and later	[100%]	[0%]

If the Owner, Joint Owner or Annuitant dies before the end of the first Contract Year, any remaining Premium Enhancement will be forfeited. If the Owner, Joint Owner or Annuitant dies after the end of the first Contract Year, there will be no forfeiture of Premium Enhancement. We reserve the right to waive Our rights under this rider if the deceased Owner's Spouse continues the Contract.

You may terminate this rider and the benefits associated with it by terminating the Contract to which it is attached. Please see the "Full Surrender prior to the Annuity Commencement Date" provision of the Contract for additional details.

Signed for Hartford Life and Annuity Insurance Company:

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

**TERMINAL ILLNESS
WAIVER OF SURRENDER CHARGE RIDER**

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. The terms and conditions in this rider supersede any conflicting provision in the Contract. Terms used that are not defined in this rider shall have the same meaning as those in Your Contract. This rider modifies the Contract by adding the following provisions and terms:

TERMINAL ILLNESS WAIVER OF SURRENDER CHARGE BENEFIT. If the Owner, Joint Owner, or Annuitant has been diagnosed with a Terminal Illness, We will waive any Surrender Charge applicable to a partial or full Surrender of Contract Value requested on or after the benefit eligibility date as stated in Your Contract Specifications. However, any such Surrender is subject to a Market Value Adjustment and the terms and conditions of any applicable rider.

TERMINAL ILLNESS DEFINED. Terminal Illness means that the Owner has been diagnosed and certified by a Physician as having an illness or chronic condition which can reasonably be expected to result in death in 12 months or less from the date of certification.

PHYSICIAN DEFINED. A Physician means a licensed medical doctor or doctor of osteopathy (other than You, the Annuitant, or anyone related by blood or marriage to You or the Annuitant) within the definition of Section 1861 (r)(1) of the Social Security Act.

WRITTEN PROOF REQUIRED. To be eligible for waiver of the Surrender Charge, We must receive written proof reasonably satisfactory to Us, affirmed by a Physician, that the Owner has a Terminal Illness. We have the right to have the Owner examined and/or to obtain a second medical opinion, by a physician of Our choice and at Our cost. If we exercise Our right to obtain a second medical opinion and this second opinion conflicts with the first opinion, the second opinion will prevail. If the written proof does not meet the requirements of this rider, You will be notified and provided an opportunity to accept or reject the Surrender proceeds, including any Surrender Charges and other deductions, prior to the disbursement of the proceeds.

See the Contract Specifications for additional information about Surrender Charges and Owner and Annuitant information applicable to Your Contract.

You may terminate this rider and the benefits associated with it by terminating the Contract to which it is attached. Please see the "Full Surrender prior to the Annuity Commencement Date" provision of the Contract for additional details.

Signed for Hartford Life and Annuity Insurance Company:

[


David N. Levenson, *President*


Terence Shields, *Corporate Secretary*

]

SERFF Tracking Number: FRCS-127278789 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49973
 Company Tracking Number: 5545
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: FIA (Filing)
 Project Name/Number: Hartford/61/61

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: AR RDB-FIA-A.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not applicable for this filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment: Actuarial Memorandum Product A FIA2.pdf		

	Item Status:	Status Date:
Satisfied - Item: Authorization		
Comments:		
Attachment: Authorization Signed.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachments:		

SERFF Tracking Number: FRCS-127278789 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49973
Company Tracking Number: 5545
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: FIA (Filing)
Project Name/Number: Hartford/61/61
SOV LA-FIA-A-11 Contract FIA2.pdf
SOV Rider LA-PE-11.pdf

Item Status: **Status Date:**

Satisfied - Item: Certification of Compliance
Comments:
Attachment:
AR COC-FIA-A.pdf

Item Status: **Status Date:**

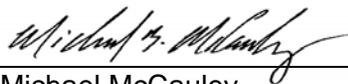
Satisfied - Item: External-Index certification
Comments:
Attachment:
AR External Cert-FIA-A.pdf

**STATE OF ARKANSAS
READABILITY CERTIFICATION**

COMPANY NAME: Hartford Life and Annuity Insurance Company

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 Number	Score
LA-FIA-A-11	50.3
LA-EWP-11	51.9
LA-NH-11	50.6
LA-PE-11	56.7
LA-TI-11	50.0



Michael McCauley
Assistant Vice President

October 6, 2011

Date

May 24, 2011



To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department pursuant to written agreements between Hartford Life and Annuity Insurance Company and First Consulting & Administration, Inc.

This Authorization shall be valid until revoked by us.

Hartford Life and Annuity Insurance Company

By: Anna M. Alessi

Title: VP FCCO Global Annuities

STATEMENT OF VARIABLES

**Hartford Life and Annuity Insurance Company
Individual Single Premium Deferred Annuity Contract
(with Fixed Rate Option and Index Linked Rate Option and Market Value Adjustment)**

**CONTRACT FORM NUMBER: LA-FIA-A-11
July 28, 2011**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage, alternate text and/or possible future modifications to the bracketed variable material of the captioned policy form(s).

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
1	TELEPHONE NUMBER	For new issues we may change the bracketed number to reflect the current phone number.
1	WEBSITE	For new issues we may change the bracketed website to reflect the current website.
1	OFFICERS	For new issues we may change the bracketed names and signatures to reflect the current officers.
1	[We will not return the Premium Enhancement applied to your Contract on the Contract Issue Date.]	We will remove this language if the Premium Enhancement Rider is not issued.
3	[PREMIUM ENHANCEMENT [10%]]	For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another percentage ranging from 1% - 10%. We will remove this language if the Premium Enhancement Rider is not issued.
3	SURRENDER CHARGE PERIOD (SC) SELECTED BY YOU: [1-10] YEARS	For new issues, we may change the period that is currently displayed to another period ranging from 1 – 10 years.
3	CONTRACT VALUE ALLOCATION (The minimum Allocation is the greater of [\$2500] or [10%] of the Contract Value)	For new issues we may change the bracketed amounts that are currently displayed to another amount ranging from \$500 - \$5,000 and ranging from 1% - 10% respectively.

3	<p>[FIXED RATE STRATEGY</p> <p>INTEREST CREDITING FREQUENCY [DAILY] ALLOCATION [\$20,000] PERCENT OF CONTRACT VALUE [20%] RATE [3%]</p>	<p>For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from:</p> <p>INTEREST CREDITING FREQUENCY: quarterly, semi-annual, bi-annual ALLOCATION: Dollar portion of premium payment allocated by contract owner PERCENT OF CONTRACT VALUE: Percent portion of premium payment allocated by contract owner RATE: 1% - 10%</p>
3	<p>[POINT TO POINT INDEX LINKED STRATEGY – S&P 500</p> <p>PARTICIPATION RATE [100%] INTEREST CREDITING FREQUENCY [ANNUAL] ALLOCATION [\$10,000] PERCENT OF CONTRACT VALUE [10%] INDEX CAP [4.00%]</p>	<p>For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from:</p> <p>PARTICIPATION RATE: 25% - 125% INTEREST CREDITING FREQUENCY: one year to five years ALLOCATION: Dollar portion of premium payment allocated by contract owner PERCENT OF CONTRACT VALUE: Percent portion of premium payment allocated by contract owner INDEX CAP: 1% - 15%</p>
3	<p>[POINT TO POINT INDEX LINKED STRATEGY – GLOBAL EQUITY INDEX</p> <p>PARTICIPATION RATE [100%] INTEREST CREDITING FREQUENCY [ANNUAL] ALLOCATION [\$10,000] PERCENT OF CONTRACT VALUE [10%] INDEX CAP [4.00%]</p>	<p>For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from:</p> <p>PARTICIPATION RATE: 25% - 125% INTEREST CREDITING FREQUENCY: one year to five years ALLOCATION: Dollar portion of premium payment allocated by contract owner PERCENT OF CONTRACT VALUE: Percent portion of premium payment allocated by contract owner INDEX CAP: 1% - 15%</p>

3	<p>[PERFORMANCE TRIGGER INDEX LINKED STRATEGY – S&P 500</p> <p>PARTICIPATION RATE [100%] INTEREST CREDITING FREQUENCY [ANNUAL] ALLOCATION [\$10,000] PERCENT OF CONTRACT VALUE [10%] TRIGGER RATE [4.00%]</p>	<p>For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from:</p> <p>PARTICIPATION RATE: 25% - 125% INTEREST CREDITING FREQUENCY: one year to five years ALLOCATION: Dollar portion of premium payment allocated by contract owner PERCENT OF CONTRACT VALUE: Percent portion of premium payment allocated by contract owner TRIGGER RATE: 1% - 15%</p>
3	<p>[PERFORMANCE TRIGGER INDEX LINKED STRATEGY – GLOBAL EQUITY INDEX</p> <p>PARTICIPATION RATE [100%] INTEREST CREDITING FREQUENCY [ANNUAL] ALLOCATION [\$10,000] PERCENT OF CONTRACT VALUE [10%] TRIGGER RATE [4.00%]</p>	<p>For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from:</p> <p>PARTICIPATION RATE: 25% - 125% INTEREST CREDITING FREQUENCY: one year to five years ALLOCATION: Dollar portion of premium payment allocated by contract owner PERCENT OF CONTRACT VALUE: Percent portion of premium payment allocated by contract owner TRIGGER RATE: 1% - 15%</p>
3	<p>[MONTHLY SUM INDEX LINKED STRATEGY – S&P 500</p> <p>PARTICIPATION RATE [100%] INTEREST CREDITING FREQUENCY [ANNUAL] ALLOCATION [\$10,000] PERCENT OF CONTRACT VALUE [10%] MONTHLY CAP [4.00%]</p>	<p>For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from:</p> <p>PARTICIPATION RATE: 25% - 125% INTEREST CREDITING FREQUENCY: one year to five years ALLOCATION: Dollar portion of premium payment allocated by contract owner PERCENT OF CONTRACT VALUE: Percent portion of premium payment allocated by contract owner MONTHLY CAP: 0.5% - 10%</p>

<p>3 (continued)</p>	<p>[MONTHLY SUM INDEX LINKED STRATEGY – GLOBAL EQUITY INDEX PARTICIPATION RATE [100%] INTEREST CREDITING FREQUENCY [ANNUAL] ALLOCATION [\$10,000] PERCENT OF CONTRACT VALUE [10%] MONTHLY CAP [4.00%]</p>	<p>For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from: PARTICIPATION RATE: 25% - 125% INTEREST CREDITING FREQUENCY: one year to five years ALLOCATION: Dollar portion of premium payment allocated by contract owner PERCENT OF CONTRACT VALUE: Percent portion of premium payment allocated by contract owner MONTHLY CAP: 0.5% - 10%</p>
<p>3 (continued)</p>	<p>[MONTHLY AVERAGING INDEX LINKED STRATEGY – S&P 500 PARTICIPATION RATE [100%] INTEREST CREDITING FREQUENCY [ANNUAL] ALLOCATION [\$10,000] PERCENT OF CONTRACT VALUE [10%] INDEX SPREAD [4.00%]</p>	<p>For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from: PARTICIPATION RATE: 25% - 125% INTEREST CREDITING FREQUENCY: one year to five years ALLOCATION: Dollar portion of premium payment allocated by contract owner PERCENT OF CONTRACT VALUE: Percent portion of premium payment allocated by contract owner INDEX SPREAD: 1% - 10%</p>
<p>3 (continued)</p>	<p>[MONTHLY AVERAGING INDEX LINKED STRATEGY – GLOBAL EQUITY INDEX PARTICIPATION RATE [100%] INTEREST CREDITING FREQUENCY [ANNUAL] ALLOCATION [\$10,000] PERCENT OF CONTRACT VALUE [10%] INDEX SPREAD [4.00%]</p>	<p>For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from: PARTICIPATION RATE: 25% - 125% INTEREST CREDITING FREQUENCY: one year to five years ALLOCATION: Dollar portion of premium payment allocated by contract owner PERCENT OF CONTRACT VALUE: Percent portion of premium payment allocated by contract owner INDEX SPREAD: 1% - 10%</p>

3 (continued)	FIXED RATE MINIMUM RATE [1.00%]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from 1% - 3%.
3 (continued)	POINT TO POINT MINIMUM INDEX CAP [2.00%]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from 1% - 10%.
3 (continued)	PERFORMANCE TRIGGER MINIMUM TRIGGER RATE [1.00%]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from 1% - 10%.
3 (continued)	[MONTHLY SUM MINIMUM MONTHLY CAP [0.50%]]	If a Monthly Sum Index Linked Strategy is included: For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from 0.50% - 2%.
3 (continued)	[MONTHLY AVERAGING MAXIMUM INDEX SPREAD [10.00%]]	If a Monthly Average Index Linked Strategy is included: For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from 1% - 10%.
3 (continued)	[ALL INDEX LINKED MINIMUM PARTICIPATION RATE STRATEGIES [25.00%]]	For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. If included, we may change the bracketed amount that is currently displayed to another amount ranging from 25% - 125%.
3 (continued)	INDEX LINKED OPTIONS AVAILABLE [S&P 500 – 100% S&P 500 INDEX] [GLOBAL EQUITY INDEX 50% - S&P 500 INDEX 20% - S&P 400 INDEX 15% - MSCI EAFE INDEX 15% - RUSSELL 2000 INDEX]	For all issues we may change the bracketed indices to reflect new or substituted indices.
3 (continued)	RATE USED TO CALCULATE MINIMUM NONFORFEITURE VALUE – FIXED RATE STRATEGY [1.00%]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from 1% - 3%.
3 (continued)	RATE USED TO CALCULATE MINIMUM NONFORFEITURE VALUE – INDEX LINKED STRATEGIES [1.00%]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from 1% - 3%.

3(a)	ANNUAL FREE WITHDRAWAL AMOUNT: [10%]	For new issues, we may change the bracketed percentage that is currently displayed to another percentage ranging from 1 – 10%. However, for Charitable Remainder Trust business we may increase the percentage to 20%.																																																																																																																																				
3(a)	TERMINAL ILLNESS WAIVER OF SURRENDER CHARGE BENEFIT ELIGIBILITY DATE: [MM/DD/YYYY]	At launch, this will be equal to the Contract Issue Date + [1 Year] For new issues, we may change the period that is currently displayed to another period ranging from 1 Month to 3 Years.																																																																																																																																				
3(a)	[PREMIUM ENHANCEMENT CAN BE REDUCED: THE PREMIUM ENHANCEMENT APPLIED TO YOUR CONTRACT CAN BE REDUCED BY SURRENDERS AND IS THEREFORE NOT GUARANTEED. PLEASE READ THE “FORFEITURE OF PREMIUM ENHANCEMENT; REDUCTION OF CONTRACT VALUE” PROVISIONS OF THE PREMIUM ENHANCEMENT RIDER TO DETERMINE UNDER WHAT CONDITIONS THE PREMIUM ENHANCEMENT AMOUNT MAY BE FORFEITED.]	For new issues, this provision may be included in or excluded from the contract, based on availability and contract owner election. This will not be displayed if the Premium Enhancement is not offered.																																																																																																																																				
3(a)	<p>THE PERCENTAGE USED TO CALCULATE THE SURRENDER CHARGE IS SHOWN BELOW:</p> <table border="1" data-bbox="327 824 1381 1271"> <thead> <tr> <th>Year</th> <th>[1 Year SC]</th> <th>[2 Year SC]</th> <th>[3 Year SC]</th> <th>[4 Year SC]</th> <th>[5 Year SC]</th> <th>[6 Year SC]</th> <th>[7 Year SC]</th> <th>[8 Year SC]</th> <th>[9 Year SC]</th> <th>[10 Year SC]</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>[9%]</td> </tr> <tr> <td>2</td> <td>[0%]</td> <td>[8%]</td> <td>[8%]</td> <td>[8%]</td> <td>[8%]</td> <td>[8%]</td> <td>[8%]</td> <td>[8%]</td> <td>[8%]</td> <td>[9%]</td> </tr> <tr> <td>3</td> <td>[0%]</td> <td>[0%]</td> <td>[7%]</td> <td>[7%]</td> <td>[7%]</td> <td>[7%]</td> <td>[7%]</td> <td>[7%]</td> <td>[7%]</td> <td>[8%]</td> </tr> <tr> <td>4</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[6%]</td> <td>[6%]</td> <td>[6%]</td> <td>[6%]</td> <td>[6%]</td> <td>[6%]</td> <td>[7%]</td> </tr> <tr> <td>5</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[5%]</td> <td>[5%]</td> <td>[5%]</td> <td>[5%]</td> <td>[5%]</td> <td>[6%]</td> </tr> <tr> <td>6</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[4%]</td> <td>[4%]</td> <td>[4%]</td> <td>[4%]</td> <td>[5%]</td> </tr> <tr> <td>7</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[3%]</td> <td>[3%]</td> <td>[3%]</td> <td>[4%]</td> </tr> <tr> <td>8</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[2%]</td> <td>[2%]</td> <td>[3%]</td> </tr> <tr> <td>9</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[1%]</td> <td>[2%]</td> </tr> <tr> <td>10</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[0%]</td> <td>[1%]</td> </tr> <tr> <td>Thereafter</td> <td>[0%]</td> </tr> </tbody> </table>	Year	[1 Year SC]	[2 Year SC]	[3 Year SC]	[4 Year SC]	[5 Year SC]	[6 Year SC]	[7 Year SC]	[8 Year SC]	[9 Year SC]	[10 Year SC]	1	[9%]	[9%]	[9%]	[9%]	[9%]	[9%]	[9%]	[9%]	[9%]	[9%]	2	[0%]	[8%]	[8%]	[8%]	[8%]	[8%]	[8%]	[8%]	[8%]	[9%]	3	[0%]	[0%]	[7%]	[7%]	[7%]	[7%]	[7%]	[7%]	[7%]	[8%]	4	[0%]	[0%]	[0%]	[6%]	[6%]	[6%]	[6%]	[6%]	[6%]	[7%]	5	[0%]	[0%]	[0%]	[0%]	[5%]	[5%]	[5%]	[5%]	[5%]	[6%]	6	[0%]	[0%]	[0%]	[0%]	[0%]	[4%]	[4%]	[4%]	[4%]	[5%]	7	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[3%]	[3%]	[3%]	[4%]	8	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[2%]	[2%]	[3%]	9	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[1%]	[2%]	10	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[1%]	Thereafter	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	<p>The bracketed Surrender Charge that is displayed for each period is the maximum charge that we may assess for each of the years shown. For new issues we may change the percentage for any of these years to a lower percentage amount.</p> <p>In addition, some surrender charge options may not be offered, so the brackets allow for removal of unused columns.</p>
Year	[1 Year SC]	[2 Year SC]	[3 Year SC]	[4 Year SC]	[5 Year SC]	[6 Year SC]	[7 Year SC]	[8 Year SC]	[9 Year SC]	[10 Year SC]																																																																																																																												
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Thereafter	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]	[0%]																																																																																																																												

3(b)	MINIMUM AMOUNT RULE: [\$1000]	For new issues, We may change the bracketed amount displayed to another amount ranging from \$1,000 - \$10,000.
3(b)	<p>ANNUITY PARAMETERS: The Minimum Annuity Payment allowed is: [\$100.] The Annuity Commencement Date will not be deferred beyond the later of:</p> <ul style="list-style-type: none"> a) the Annuitant's [90th] birthday; or b) the [10th] Contract Year; <p>If the Contract is issued to the trustee of a charitable remainder trust, the Annuity Commencement Date may be deferred to the Annuitant's 100th birthday.</p>	<p>For new issues, We may change the bracketed amount displayed to another amount ranging from:</p> <p>Minimum Payment: \$50 - \$500.</p> <ul style="list-style-type: none"> a) 85 – 95 b) 1 – 10 years
3(b)	<p>ADMINISTRATIVE OFFICE OF THE COMPANY: All correspondence concerning this contract should be sent to:</p> <p>[Address for U. S. P. S. First Class Mail:</p> <p>The Hartford Wealth Management – Global Annuities PO Box 14293 Lexington, KY 40512-4293]</p> <p>[Address for Express Mail:</p> <p>The Hartford Wealth Management – Global Annuities 745 West New Circle Road Building 200, 1st Floor Lexington, KY 40511]</p>	For new issues we may change the bracketed address to reflect the current mail address.

STATEMENT OF VARIABLES

**Hartford Life and Annuity Insurance Company
Individual Single Premium Deferred Annuity Contract
(with Fixed Rate Option and Index Linked Option Rate and Market Value Adjustment)**

**PREMIUM ENHANCEMENT RIDER - FORM NUMBER: LA-PE-11
June 15, 2011**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage, alternate text and/or possible future modifications to the bracketed variable material of the captioned policy form(s). We certify that any change or modification to a variable item shall be administered in accordance with the requirements in the Variability of Information section of the Individual Deferred Non-Variable Annuity Contract Standards, including any requirements for prior approval of a change or modification.

PAGE NUMBER	VARIABLE ITEM			DESCRIPTION
2	Contract Year	Percent of Remaining Premium Enhancement Vested	Percent of Remaining Premium Enhancement Subject to Forfeiture	For new issues we may change the bracketed percentage for any contract year to a range of 0% to 100%. The total of Premium Enhancement Vested plus Premium Enhancement Subject to Forfeiture will always equal 100%.
	1	[0%]	[100%]	
	2	[10%]	[90%]	
	3	[20%]	[80%]	
	4	[30%]	[70%]	
	5	[40%]	[60%]	
	6	[50%]	[50%]	
	7	[60%]	[40%]	
	8	[70%]	[30%]	
	9	[80%]	[20%]	
	10	[90%]	[10%]	
	11 and later	[100%]	[0%]	
2	OFFICERS			For new issues we may change the bracketed names and signatures to reflect the current officers.

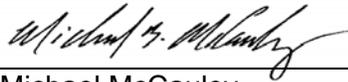
**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Hartford Life and Annuity Insurance Company

Form Title(s): Individual Single Premium Deferred Annuity Contract,
Extended Withdrawal Privilege Rider, Nursing Home Waiver
of Surrender Charge Rider, Premium Enhancement Rider,
Terminal Illness Waiver of Surrender Charge Rider

Form Number(s): LA-FIA-A-11, LA-EWP-11, LA-NH-11, LA-PE-11, LA-TI-11

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Michael McCauley
Assistant Vice President

October 6, 2011

Date

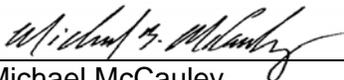
**STATE OF ARKANSAS
EXTERNAL-INDEX CERTIFICATION**

Company Name: Hartford Life and Annuity Insurance Company

Form Number(s): LA-FIA-A-11, LA-EWP-11, LA-NH-11, LA-PE-11, LA-TI-11

I hereby certify to the following:

1. The Company's policy issuance procedures for policies subject to Arkansas law are in the compliance with AR. Code 23-79-138;
2. The Company provides the Arkansas Life and Health guaranty notice to each policy owner as required by Regulation 49;
3. The Company has reviewed and evaluated the contract summary disclosures and believes the disclosures are not deceptive confusing or misleading and contain the items listed in Arkansas' External-Indexed Contract Guidelines;
4. The above referenced contracts will not be solicited by any person who is not trained and qualified;
5. The Company will address the referenced external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how reserves are developed; and
6. The Company will establish and maintain a detailed file defining the system for hedging (if hedging is utilized) for the above referenced contracts.



Michael McCauley
Assistant Vice President

October 6, 2011

Date