

SERFF Tracking Number: FRCS-127391865 State: Arkansas
Filing Company: Hartford Life Insurance Company State Tracking Number: 49686
Company Tracking Number: 5616.1
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: HPRM3
Project Name/Number: HARTFORD/64.1/64.1

Filing at a Glance

Company: Hartford Life Insurance Company

Product Name: HPRM3

TOI: A03I Individual Annuities - Deferred
Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: FRCS-127391865 State: Arkansas

SERFF Status: Closed-Approved State Tr Num: 49686

Co Tr Num: 5616.1

State Status: Approved-Closed

Reviewer(s): Linda Bird, Donna
Lambert

Author: Exselsa Cartwright

Disposition Date: 10/03/2011

Date Submitted: 08/30/2011

Disposition Status: Approved

Implementation Date: 11/03/2011

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: HARTFORD/64.1

Project Number: 64.1

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Exselsa Cartwright

Filing Description:

We have been retained by Hartford Life Insurance Company to file the enclosed forms for approval in your state.

Our fee of \$700 has been sent via EFT on this same date.

Attached are the captioned Individual Variable Annuity policy forms for your review and approval. These forms are new and do not replace any previously approved forms. The new forms described below will be used with our previously approved Individual Variable Annuity Contracts and related forms.

Please note that except for the form numbers and Company reference these forms are identical to the forms that we are

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submitting concurrently via a separate filing for the Hartford Life and Annuity Insurance Company. We suggest that you review the two submissions together.

Contract Specifications: SP-BSHARE-11.1 and SP-LSHARE-11.1 These forms are alternate Contract Specifications for use with our Individual Variable Annuity Contract HL-VA03 which was approved by your state on 02/20/2003. While these new specifications pages are very similar to the recently approved versions, the key difference is that they have been revised to reflect new calculations for the contingent deferred sales charges.

Contract Specifications: SP-CSHARE-11.1 and SP-ISHARE-11.1 These forms are alternate Contract Specifications for use with our Individual Variable Annuity Contract HL-NCDSC03 which was approved by your state on 02/20/2003. These alternate specifications pages will be used to support different distribution channels for our product with no Contingent Deferred Sales Charges.

The policy forms listed below will be used with the following Individual Variable Annuity Contracts:

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

Return of Premium Death Benefit Rider V HL-ROP-11.2 This is an optional death benefit which may be elected for an additional charge. This rider provides a Guaranteed Minimum Death Benefit that replaces the standard death benefit provided in the Contract. While this new rider is very similar to the recently approved version of this rider, the key difference is that it has been revised to reflect new benefit calculations and now references Premium Based Charge instead of Distribution Charge.

Maximum Anniversary Value Death Benefit Rider V HL-MAV-11.2 This is an optional death benefit rider which may be elected for an additional charge. This rider provides a death benefit payable before the Annuity Commencement Date of an amount equal to the greater of Premium Payments adjusted for Partial Surrenders and transfers to other Account(s), or the Maximum Anniversary Value upon the death of any Owner or Annuitant. While this new rider is very similar to the recently approved version of this rider, the key difference is that it has been revised to reflect new benefit calculations and now references Premium Based Charge instead of Distribution Charge.

Enhanced Return of Premium Death Benefit Rider V HL-EROPDB-11 This is an optional death benefit which may be elected for an additional charge. This rider provides a Guaranteed Minimum Death Benefit that replaces the standard death benefit provided in the Contract. If this new rider is effective on the Contract Issue Date, this enhanced death benefit equals the Premium Payments adjusted for Partial Surrenders prior to the Lifetime Income Eligibility Date, Partial Surrenders in excess of the Lifetime Benefit Payment after the Lifetime Income Eligibility Date, and Transfers to Other Account(s), as described in the rider. If this rider is effective after the Contract Issue Date, this enhanced death benefit

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equals the Contract Value on the effective date, plus subsequent Premium Payments, adjusted for Partial Surrenders prior to the Lifetime Income Eligibility Date, Partial Surrenders in excess of the Lifetime Benefit Payment after the Lifetime Income Eligibility Date, and Transfers to Other Account(s), as described in the rider

Premium Based Charge Rider: HL-PBCR-11.2 The Premium Based Charge is designed to compensate the Company for a portion of their acquisition expenses, including promotion and distribution of the new product. While this new rider is very similar to the previously approved version of this rider (Distribution Charge Rider), the key difference is that this form now references Premium Based Charge instead of Distribution Charge. This will be used with the Company's previously approved Individual Variable Annuity Contract HL-VA03, coupled with Contract Specifications page SP-BSHARE-11.1 described above.

Guaranteed Minimum Accumulation Benefit Rider II HL-GMAB-11.1 This is an optional rider which may be elected for an additional charge. This rider provides that on the Rider Maturity Date, your Contract Value will not be less than the Guaranteed Minimum Accumulation Benefit.

Guaranteed Minimum Accumulation Benefit Plus Rider II HL-GMABP-11.1 This is an optional rider which may be elected for an additional charge. This rider provides that on the Rider Maturity Date, your Contract Value will not be less than the Guaranteed Minimum Accumulation Benefit. This rider is similar to the Guaranteed Minimum Accumulation Benefit Rider above and may be issued with other deviating features such as, but not limited to Rider Charges and Investment Restrictions. In addition, at launch, we plan to offer a conversion bonus at maturity to be applied to the Personal Pension Account under the contract.

Guaranteed Minimum Withdrawal Benefit Rider II-2 (Single Life) HL-GMWBS-11.2 and Guaranteed Minimum Withdrawal Benefit Rider (Joint Life/Spousal) II-2 HL-GMWBJ-11.2 These are optional riders which may be elected for an additional charge. They provide lifetime guaranteed minimum withdrawal benefits with possible Market Increases and a Deferral Bonus. We intend to offer both a "single life" and "joint life" version. In addition, at launch, we plan to offer a 5% deferral bonus as described in the rider.

Guaranteed Minimum Withdrawal Benefit Plus Rider II-2 (Single Life) HL-GMWBS-11.2 and Guaranteed Minimum Withdrawal Benefit Plus Rider II-2 (Joint Life/Spousal) HL-GMWBJP-11.2 These are optional riders which may be elected for an additional charge. They provide lifetime guaranteed minimum withdrawal benefits with possible Market Increases and a Deferral Bonus. We intend to offer both a "single life" and "joint life" version. This rider is similar to the Guaranteed Minimum Withdrawal Benefit Rider above and may be issued with other deviating features such as, but not limited to Rider Charges and Investment Restrictions. In addition, at launch, we plan to offer a 6% deferral bonus as described in the rider.

Request for Variable Annuity: A-HPRM-11(CW). This is the Individual Variable Annuity application that will be used in connection with the above mentioned policy forms.

<i>SERFF Tracking Number:</i>	<i>FRCS-127391865</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Hartford Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49686</i>
<i>Company Tracking Number:</i>	<i>5616.1</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>HPRM3</i>		
<i>Project Name/Number:</i>	<i>HARTFORD/64.1/64.1</i>		

We have enclosed Actuarial Memorandums which provide additional information for each of the above policy forms.

The bracketed items are variable and may be modified on a non-discriminatory basis. A Statement of Variables describing the bracketing parameters has been enclosed for each form.

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.

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

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

Exselsa Cartwright, Senior Compliance Specialist	exselsa.cartwright@firstconsulting.com
1020 Central Suite 201	800-927-2730 [Phone] 2757 [Ext] 816-391-2755 [FAX]
Kansas City, MO 64105	

Filing Company Information

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

Hartford Life Insurance Company	CoCode: 88072	State of Domicile: Connecticut
200 Hopmeadow	Group Code: 91	Company Type:
Simsbury, CT 06074	Group Name: Hartford Life Group	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0974148	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$700.00

SERFF Tracking Number: FRCS-127391865 State: Arkansas
Filing Company: Hartford Life Insurance Company State Tracking Number: 49686
Company Tracking Number: 5616.1
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: HPRM3
Project Name/Number: HARTFORD/64.1/64.1
Retaliatory? No
Fee Explanation: \$50.00 per form x 14 forms = \$700.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life Insurance Company	\$700.00	08/30/2011	51111948

SERFF Tracking Number: FRCS-127391865 State: Arkansas
 Filing Company: Hartford Life Insurance Company State Tracking Number: 49686
 Company Tracking Number: 5616.1
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: HPRM3
 Project Name/Number: HARTFORD/64.1/64.1

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	10/03/2011	10/03/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Donna Lambert	09/29/2011	09/29/2011	Michael Cochran	09/29/2011	09/29/2011
Pending Industry Response	Donna Lambert	09/12/2011	09/12/2011	Michael Cochran	09/15/2011	09/16/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Form A-HPRM-11(CW)	Note To Filer	Donna Lambert	09/22/2011	09/22/2011

SERFF Tracking Number: FRCS-127391865 *State:* Arkansas
Filing Company: Hartford Life Insurance Company *State Tracking Number:* 49686
Company Tracking Number: 5616.1
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: HPRM3
Project Name/Number: HARTFORD/64.1/64.1

Disposition

Disposition Date: 10/03/2011

Implementation Date: 11/03/2011

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-127391865 State: Arkansas
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 Company Tracking Number: 5616.1
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: HPRM3
 Project Name/Number: HARTFORD/64.1/64.1

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document (revised)	Application	Approved	No
Supporting Document	Application	Approved	No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Third Party Authorization		No
Supporting Document	Statement of Variability	Accepted for Informational Purposes	No
Supporting Document	AR Certificate of Compliance	Accepted for Informational Purposes	No
Form	Contract Specifications	Approved	No
Form	Contract Specifications	Approved	No
Form	Contract Specifications	Approved	No
Form	Contract Specifications	Approved	No
Form	Return of Premium Death Benefit Rider V	Approved	No
Form	Maximum Anniversary Value Death Benefit Rider V	Approved	No
Form	Enhanced Return of Premium Death Benefit Rider	Approved	No
Form	Premium Based Charge Rider	Approved	No
Form	Guaranteed Minimum Accumulation Benefit Rider II	Approved	No
Form	Guaranteed Minimum Accumulation Benefit Plus Rider II	Approved	No
Form	Guaranteed Minimum Withdrawal Benefit Rider II-2 (Single Life)	Approved	No
Form	Guaranteed Minimum Withdrawal Benefit Plus Rider II-2 (Single Life)	Approved	No
Form	Guaranteed Minimum Withdrawal Benefit Rider II-2 (Joint Life/Spousal)	Approved	No
Form	Guaranteed Minimum Withdrawal Benefit Plus Rider II-2 (Joint Life/Spousal)	Approved	No

SERFF Tracking Number: FRCS-127391865 State: Arkansas
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Company Tracking Number: 5616.1
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: HPRM3
Project Name/Number: HARTFORD/64.1/64.1

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	09/29/2011
Submitted Date	09/29/2011
Respond By Date	10/31/2011

Dear Exselsa Cartwright,

Form A-HPRM-11(CW) You mentioned this form in your submission letter, and stated that it was not required to be filed for approval since it will not become part of the contract. However, since this form was referenced in your filing, please attach a copy under the supporting documentation tab for our records.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

SERFF Tracking Number: FRCS-127391865 State: Arkansas
Filing Company: Hartford Life Insurance Company State Tracking Number: 49686
Company Tracking Number: 5616.1
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: HPRM3
Project Name/Number: HARTFORD/64.1/64.1

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/29/2011
Submitted Date 09/29/2011

Dear Donna Lambert,

Comments:

In response to your objection letter dated 9-29-2011, on behalf of Hartford Life Insurance Company, we offer the following for your consideration:

Response 1

Comments: Enclosed is a copy of application form A-HPRM3-11(CW), which will be used to apply for the forms in this filing, per your request. Please note that the application was incorrectly identified as "A-HPRM-11(CW)" in the filing description.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Application

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We trust this information will allow you to finalize review of this filing. If you need any further information or have any questions, please call toll-free 1-800-927-2730. Thank you for your assistance.

Sincerely,
Exselsa Cartwright

SERFF Tracking Number: FRCS-127391865 State: Arkansas
Filing Company: Hartford Life Insurance Company State Tracking Number: 49686
Company Tracking Number: 5616.1
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: HPRM3
Project Name/Number: HARTFORD/64.1/64.1

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	09/12/2011
Submitted Date	09/12/2011
Respond By Date	10/12/2011

Dear Exselsa Cartwright,

This will acknowledge receipt of the captioned filing.

Request for Variable Annuity form A-HPRM-11(CW) was referenced in the Filing Description. This form is not attached. If it has been previously approved, please provide the date it was approved in Arkansas.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

SERFF Tracking Number: FRCS-127391865 State: Arkansas
Filing Company: Hartford Life Insurance Company State Tracking Number: 49686
Company Tracking Number: 5616.1
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: HPRM3
Project Name/Number: HARTFORD/64.1/64.1

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/15/2011
Submitted Date 09/16/2011

Dear Donna Lambert,

Comments:

In response to your objection letter dated 9-12-11, on behalf of Hartford Life Insurance Company, we offer the following for your consideration:

Response 1

Comments: On behalf of the Company we request that you reconsider this objection. Request for Variable Annuity form A-HPRM-11(CW) while used in connection with the mentioned policy forms, is not made a part of the contract. It is the Company's position that form A-HPRM -11(CW) is not subject to Departmental approval.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We trust this information will allow you to finalize review of this filing. If you need any further information or have any questions, please call toll-free 1-800-927-2730. Thank you for your assistance.

Sincerely,
Exselsa Cartwright

SERFF Tracking Number: FRCS-127391865 *State:* Arkansas
Filing Company: Hartford Life Insurance Company *State Tracking Number:* 49686
Company Tracking Number: 5616.1
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: HPRM3
Project Name/Number: HARTFORD/64.1/64.1

Note To Filer

Created By:

Donna Lambert on 09/22/2011 10:50 AM

Last Edited By:

Donna Lambert

Submitted On:

09/22/2011 10:51 AM

Subject:

Form A-HPRM-11(CW)

Comments:

I understand this form is not required to be filed for approval since it will not become part of the contract. However, please attach a copy of the form under the supporting documentation tab for our records.

SERFF Tracking Number: FRCS-127391865 State: Arkansas
 Filing Company: Hartford Life Insurance Company State Tracking Number: 49686
 Company Tracking Number: 5616.1
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: HPRM3
 Project Name/Number: HARTFORD/64.1/64.1

Form Schedule

Lead Form Number: SP-BSHARE-11.1

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved 10/03/2011	SP-BSHARE-11.1	Certificate	Contract Amendments, Insert Page, Endorsement or Rider	Initial		0.000	SP-BSHARE-11.1.pdf
Approved 10/03/2011	SP-CSHARE-11.1	Policy/Contract	Contract Fraternal Specifications Certificate: Amendments, Insert Page, Endorsement or Rider	Initial		0.000	SP-CSHARE-11.1.pdf
Approved 10/03/2011	SP-ISHARE-11.1	Policy/Contract	Contract Fraternal Specifications Certificate: Amendments, Insert Page, Endorsement or Rider	Initial		0.000	SP-ISHARE-11.1.pdf
Approved 10/03/2011	SP-LSHARE-11.1	Policy/Contract	Contract Fraternal Specifications Certificate: Amendments, Insert Page,	Initial		0.000	SP-LSHARE-11.1.pdf

SERFF Tracking Number: FRCS-127391865 State: Arkansas
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 Product Name: HPRM3
 Project Name/Number: HARTFORD/64.1/64.1

Approved	HL-ROP-10/03/2011 11.2	Endorsement or Rider Policy/Cont Return of Premium ract/Fratern Death Benefit Rider al V Certificate: Amendment, Insert Page, Endorsement or Rider	Initial	0.000	HL-ROP-11.2.pdf
Approved	HL-MAV-10/03/2011 11.2	Endorsement or Rider Policy/Cont Maximum ract/Fratern Anniversary Value al Death Benefit Rider Certificate: V Amendment, Insert Page, Endorsement or Rider	Initial	0.000	HL-MAV-11.2.pdf
Approved	HL-EROPDB-10/03/2011 11	Endorsement or Rider Policy/Cont Enhanced Return of ract/Fratern Premium Death al Benefit Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial	0.000	HL-EROPDB-11.pdf
Approved	HL-PBCR-10/03/2011 11.2	Endorsement or Rider Policy/Cont Premium Based ract/Fratern Charge Rider al Certificate: Amendment, Insert Page, Endorsement or Rider	Initial	0.000	HL-PBCR-11.2.pdf

SERFF Tracking Number: FRCS-127391865 State: Arkansas
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 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: HPRM3
 Project Name/Number: HARTFORD/64.1/64.1

Approved 10/03/2011	HL-GMAB- 11.1	Policy/Cont Guaranteed ract/Fratern Minimum al Accumulation Benefit Certificate: Rider II Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	HL-GMAB- 11.1.pdf
Approved 10/03/2011	HL-GMABP- 11.1	Policy/Cont Guaranteed ract/Fratern Minimum al Accumulation Benefit Certificate: Plus Rider II Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	HL-GMABP- 11.1.pdf
Approved 10/03/2011	HL-GMWBS- 11.2	Policy/Cont Guaranteed ract/Fratern Minimum Withdrawal al Benefit Rider II-2 Certificate: (Single Life) Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	HL-GMWBS- 11.2.pdf
Approved 10/03/2011	HL-GMWBSP- 11.2	Policy/Cont Guaranteed ract/Fratern Minimum Withdrawal al Benefit Plus Rider II- Certificate: 2 (Single Life) Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	HL- GMWBSP- 11.2.pdf
Approved 10/03/2011	HL-GMWBJ- 11.2	Policy/Cont Guaranteed ract/Fratern Minimum Withdrawal	Initial	0.000	HL-GMWBJ- 11.2.pdf

CONTRACT SPECIFICATIONS

CONTRACT NUMBER	[SPECIMEN]	CONTRACT ISSUE DATE	[SEPTEMBER 14, 2011]
NAME OF ANNUITANT	[JAMES SCOTT]	ANNUITY COMMENCEMENT DATE	[JANUARY 1, 2041]
ANNUITANT AGE	[35]	INITIAL PREMIUM PAYMENT	[\$2,000]
ANNUITANT GENDER	[MALE]	MINIMUM SUBSEQUENT PAYMENT	[\$500]
CONTINGENT ANNUITANT	[PAUL SCOTT]		
DESIGNATED BENEFICIARY	[ANN SCOTT]		
CONTRACT OWNER	[JAMES SCOTT]		

DESCRIPTION OF BENEFITS

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

SEPARATE ACCOUNT: [HARTFORD LIFE INSURANCE COMPANY - SEPARATE ACCOUNT SEVEN]

MORTALITY AND EXPENSE RISK CHARGE: [0.45%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.

ADMINISTRATION CHARGE: [0.20%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.

ANNUAL MAINTENANCE FEE: \$0 IF THE CONTRACT VALUE IS \$50,000 OR MORE ON THE CONTRACT ANNIVERSARY. \$[50] IF THE CONTRACT VALUE IS LESS THAN \$50,000 ON THE CONTRACT ANNIVERSARY AND WHEN THE CONTRACT IS FULLY SURRENDERED.

PREMIUM BASED CHARGE: WE WILL APPLY AN ANNUAL PREMIUM BASED CHARGE AGAINST EACH PREMIUM PAYMENT MADE TO THIS CONTRACT. AN ANNUAL PREMIUM BASED CHARGE OF [0.50%] WILL BE DEDUCTED FROM THE CONTRACT VALUE ON THE CONTRACT ANNIVERSARY BASED ON REMAINING GROSS PREMIUMS. A PROPORTIONATE AMOUNT OF THE PREMIUM BASED CHARGE WILL BE DEDUCTED FOR ANY PORTION OF PREMIUM PAYMENT THAT IS SUBJECT TO THE CHARGE, BUT IS NOT HELD UNDER THE CONTRACT FOR THE FULL APPLICABLE CONTRACT YEAR.

MINIMUM AMOUNT RULE: THE MINIMUM AMOUNT RULE OF THE "PARTIAL SURRENDERS PRIOR TO THE ANNUITY COMMENCEMENT DATE" SECTION OF THE CONTRACT PROVIDES THAT A MINIMUM CONTRACT VALUE MUST BE MAINTAINED IN THE CONTRACT. AS OF THE CONTRACT ISSUE DATE, THE MINIMUM CONTRACT VALUE EQUALS [\$2,000]. WE RESERVE THE RIGHT TO INCREASE THE MINIMUM CONTRACT VALUE AT OUR DISCRETION, BUT IN NO EVENT WILL IT EXCEED \$10,000.

CONTRACT SPECIFICATIONS

ANNUAL WITHDRAWAL AMOUNT (AWA): THE AMOUNT THAT CAN BE WITHDRAWN IN ANY CONTRACT YEAR WITHOUT INCURRING A CONTINGENT DEFERRED SALES CHARGE (CDSC). THIS EQUALS 100% OF REMAINING GROSS PREMIUMS MADE MORE THAN [7] YEAR(S) AGO PLUS THE GREATER OF (A) OR (B) WHERE:

(A) = CONTRACT VALUE AS OF THE WITHDRAWAL DATE MINUS REMAINING GROSS PREMIUMS.

(B) = [5%] OF PREMIUM PAYMENTS MADE DURING EACH OF THE LAST [7] YEAR(S) PRIOR TO WITHDRAWAL PER CONTRACT YEAR ON A NONCUMULATIVE BASIS.

AWA FORMULA:

AWA = REMAINING GROSS PREMIUMS NO LONGER SUBJECT TO CDSC + MAXIMUM (EARNINGS, [5%] OF PREMIUM PAYMENTS STILL SUBJECT TO CDSC) WHERE:

- REMAINING GROSS PREMIUMS (RGP) = TOTAL PREMIUM PAYMENTS – CUMULATIVE PRIOR WITHDRAWALS SUBJECT TO CDSC AT THE TIME OF WITHDRAWAL; AND
- EARNINGS = MAXIMUM (CONTRACT VALUE – RGP, 0).

CONTINGENT DEFERRED SALES CHARGE (CDSC): WE MAY ASSESS A CDSC WHEN YOU REQUEST A FULL OR PARTIAL SURRENDER. THE CDSC IS BASED ON THE AMOUNT YOU CHOOSE TO SURRENDER AND HOW LONG YOUR PREMIUM PAYMENTS HAVE BEEN IN THE CONTRACT. EACH PREMIUM PAYMENT HAS ITS OWN CDSC SCHEDULE. PREMIUM PAYMENTS ARE SURRENDERED IN THE ORDER IN WHICH THEY ARE RECEIVED. AMOUNTS WITHDRAWN IN EXCESS OF THE AWA ARE SUBJECT TO CDSC. THE AMOUNT ASSESSED A CDSC WILL NOT EXCEED YOUR REMAINING GROSS PREMIUMS AS DEFINED ABOVE. NO CDSC WILL BE ASSESSED IF ONLY THE AWA IS TAKEN, OR ELIGIBILITY REQUIREMENTS ARE MET FOR THE WAIVER OF THE CDSC.

FOR ANY SURRENDER, THE AMOUNT SUBJECT TO CDSC WILL BE CALCULATED AT THE TIME OF WITHDRAWAL BY DIVIDING (A) BY (B) MULTIPLIED BY (C) WHERE:

(A) = THE GROSS WITHDRAWAL AMOUNT MINUS THE AWA

(B) = THE CONTRACT VALUE MINUS THE AWA

(C) = THE RGP SUBJECT TO CDSC

THE PERCENTAGES USED TO CALCULATE THE CDSC ARE EQUAL TO:

CHARGE	NUMBER OF YEARS FROM EACH PREMIUM PAYMENT
[8.5%	1
8%	2
7%	3
6%	4
5%	5
4%	6
3%	7
0%	8] AND THEREAFTER

CONTRACT SPECIFICATIONS

CONTRACT NUMBER	[SPECIMEN]	CONTRACT ISSUE DATE	[SEPTEMBER 8, 2009]
NAME OF ANNUITANT	[JAMES SCOTT]	ANNUITY COMMENCEMENT DATE	[JANUARY 1, 2039]
ANNUITANT AGE	[35]	INITIAL PREMIUM PAYMENT	[\$1,000]
ANNUITANT GENDER	[MALE]	MINIMUM SUBSEQUENT PAYMENT	[\$500]
CONTINGENT ANNUITANT	[PAUL SCOTT]		
DESIGNATED BENEFICIARY	[ANN SCOTT]		
CONTRACT OWNER	[JAMES SCOTT]		

DESCRIPTION OF BENEFITS

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

SEPARATE ACCOUNT: [HARTFORD LIFE INSURANCE COMPANY SEPARATE ACCOUNT SEVEN]

MORTALITY AND EXPENSE RISK CHARGE: [1.30%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.

ADMINISTRATION CHARGE: [0.20%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.

ANNUAL MAINTENANCE FEE: \$0 IF THE CONTRACT VALUE IS \$50,000 OR MORE ON THE CONTRACT ANNIVERSARY. \$[50] IF THE CONTRACT VALUE IS LESS THAN \$50,000 ON THE CONTRACT ANNIVERSARY AND WHEN THE CONTRACT IS FULLY SURRENDERED.

MINIMUM AMOUNT RULE: THE MINIMUM AMOUNT RULE OF THE "PARTIAL SURRENDERS PRIOR TO THE ANNUITY COMMENCEMENT DATE" SECTION OF THE CONTRACT PROVIDES THAT A MINIMUM CONTRACT VALUE MUST BE MAINTAINED IN THE CONTRACT. AS OF THE CONTRACT ISSUE DATE, THE MINIMUM CONTRACT VALUE EQUALS [\$2,000]. WE RESERVE THE RIGHT TO INCREASE THE MINIMUM CONTRACT VALUE AT OUR DISCRETION, BUT IN NO EVENT WILL IT EXCEED \$10,000.

CONTRACT SPECIFICATIONS

CONTRACT NUMBER	[SPECIMEN]	CONTRACT ISSUE DATE	[SEPTEMBER 8, 2009]
NAME OF ANNUITANT	[JAMES SCOTT]	ANNUITY COMMENCEMENT DATE	[JANUARY 1, 2039]
ANNUITANT AGE	[35]	INITIAL PREMIUM PAYMENT	[\$1,000]
ANNUITANT GENDER	[MALE]	MINIMUM SUBSEQUENT PAYMENT	[\$500]
CONTINGENT ANNUITANT	[PAUL SCOTT]		
DESIGNATED BENEFICIARY	[ANN SCOTT]		
CONTRACT OWNER	[JAMES SCOTT]		

DESCRIPTION OF BENEFITS

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

SEPARATE ACCOUNT: [HARTFORD LIFE INSURANCE COMPANY SEPARATE ACCOUNT SEVEN]

MORTALITY AND EXPENSE RISK CHARGE: [0.10%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.

ADMINISTRATION CHARGE: [0.20%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.

ANNUAL MAINTENANCE FEE: \$0 IF THE CONTRACT VALUE IS \$50,000 OR MORE ON THE CONTRACT ANNIVERSARY. \$[50] IF THE CONTRACT VALUE IS LESS THAN \$50,000 ON THE CONTRACT ANNIVERSARY AND WHEN THE CONTRACT IS FULLY SURRENDERED.

MINIMUM AMOUNT RULE: THE MINIMUM AMOUNT RULE OF THE "PARTIAL SURRENDERS PRIOR TO THE ANNUITY COMMENCEMENT DATE" SECTION OF THE CONTRACT PROVIDES THAT A MINIMUM CONTRACT VALUE MUST BE MAINTAINED IN THE CONTRACT. AS OF THE CONTRACT ISSUE DATE, THE MINIMUM CONTRACT VALUE EQUALS [\$2,000]. WE RESERVE THE RIGHT TO INCREASE THE MINIMUM CONTRACT VALUE AT OUR DISCRETION, BUT IN NO EVENT WILL IT EXCEED \$10,000.

CONTRACT SPECIFICATIONS

CONTRACT NUMBER	[SPECIMEN]	CONTRACT ISSUE DATE	[SEPTEMBER 8, 2010]
NAME OF ANNUITANT	[JAMES SCOTT]	ANNUITY COMMENCEMENT DATE	[JANUARY 1, 2039]
ANNUITANT AGE	[35]	INITIAL PREMIUM PAYMENT	[\$1,000]
ANNUITANT GENDER	[MALE]	MINIMUM SUBSEQUENT PAYMENT	[\$500]
CONTINGENT ANNUITANT	[PAUL SCOTT]		
DESIGNATED BENEFICIARY	[ANN SCOTT]		
CONTRACT OWNER	[JAMES SCOTT]		

DESCRIPTION OF BENEFITS

INDIVIDUAL FLEXIBLE PREMIUM VARIABLE ANNUITY CONTRACT

SEPARATE ACCOUNT: [HARTFORD LIFE INSURANCE COMPANY SEPARATE ACCOUNT SEVEN]

MORTALITY AND EXPENSE RISK CHARGE: [1.25%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.

ADMINISTRATION CHARGE: [0.20%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.

ANNUAL MAINTENANCE FEE: \$0 IF THE CONTRACT VALUE IS \$50,000 OR MORE ON THE CONTRACT ANNIVERSARY. \$[50] IF THE CONTRACT VALUE IS LESS THAN \$50,000 ON THE CONTRACT ANNIVERSARY AND WHEN THE CONTRACT IS FULLY SURRENDERED.

MINIMUM AMOUNT RULE: THE MINIMUM AMOUNT RULE OF THE "PARTIAL SURRENDERS PRIOR TO THE ANNUITY COMMENCEMENT DATE" SECTION OF THE CONTRACT PROVIDES THAT A MINIMUM CONTRACT VALUE MUST BE MAINTAINED IN THE CONTRACT. AS OF THE CONTRACT ISSUE DATE, THE MINIMUM CONTRACT VALUE EQUALS [\$2,000]. WE RESERVE THE RIGHT TO INCREASE THE MINIMUM CONTRACT VALUE AT OUR DISCRETION, BUT IN NO EVENT WILL IT EXCEED \$10,000.

CONTRACT SPECIFICATIONS

ANNUAL WITHDRAWAL AMOUNT (AWA): THE AMOUNT THAT CAN BE WITHDRAWN IN ANY CONTRACT YEAR WITHOUT INCURRING A CONTINGENT DEFERRED SALES CHARGE (CDSC). THIS EQUALS 100% OF REMAINING GROSS PREMIUMS MADE MORE THAN [4] YEAR(S) AGO PLUS THE GREATER OF (A) OR (B) WHERE:

(A) = CONTRACT VALUE AS OF THE WITHDRAWAL DATE MINUS REMAINING GROSS PREMIUMS.

(B) = [5%] OF PREMIUM PAYMENTS MADE DURING EACH OF THE LAST [4] YEAR(S) PRIOR TO WITHDRAWAL PER CONTRACT YEAR ON A NONCUMULATIVE BASIS.

AWA FORMULA:

AWA = REMAINING GROSS PREMIUMS NO LONGER SUBJECT TO CDSC + MAXIMUM (EARNINGS, [5%] OF PREMIUM PAYMENTS STILL SUBJECT TO CDSC) WHERE:

- REMAINING GROSS PREMIUMS (RGP) = TOTAL PREMIUM PAYMENTS – CUMULATIVE PRIOR WITHDRAWALS SUBJECT TO CDSC AT THE TIME OF WITHDRAWAL; AND
- EARNINGS = MAXIMUM (CONTRACT VALUE – RGP, 0).

CONTINGENT DEFERRED SALES CHARGE (CDSC): WE MAY ASSESS A CDSC WHEN YOU REQUEST A FULL OR PARTIAL SURRENDER. THE CDSC IS BASED ON THE AMOUNT YOU CHOOSE TO SURRENDER AND HOW LONG YOUR PREMIUM PAYMENTS HAVE BEEN IN THE CONTRACT. EACH PREMIUM PAYMENT HAS ITS OWN CDSC SCHEDULE. PREMIUM PAYMENTS ARE SURRENDERED IN THE ORDER IN WHICH THEY ARE RECEIVED. AMOUNTS WITHDRAWN IN EXCESS OF THE AWA ARE SUBJECT TO CDSC. THE AMOUNT ASSESSED A CDSC WILL NOT EXCEED YOUR REMAINING GROSS PREMIUMS AS DEFINED ABOVE. NO CDSC WILL BE ASSESSED IF ONLY THE AWA IS TAKEN, OR ELIGIBILITY REQUIREMENTS ARE MET FOR THE WAIVER OF THE CDSC.

FOR ANY SURRENDER, THE AMOUNT SUBJECT TO CDSC WILL BE CALCULATED AT THE TIME OF WITHDRAWAL BY DIVIDING (A) BY (B) MULTIPLIED BY (C) WHERE:

(A) = THE GROSS WITHDRAWAL AMOUNT MINUS THE AWA

(B) = THE CONTRACT VALUE MINUS THE AWA

(C) = THE RGP SUBJECT TO CDSC

THE PERCENTAGES USED TO CALCULATE THE CDSC ARE EQUAL TO:

CHARGE	NUMBER OF YEARS FROM EACH PREMIUM PAYMENT
[8%	1
7%	2
6%	3
5%	4
0%	5] AND THEREAFTER



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

RETURN OF PREMIUM DEATH BENEFIT RIDER V

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

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

DEFINITIONS

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

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

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

Partial Surrender - A withdrawal of a portion of the Contract Value which may be subject to charges, if applicable.

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

Transfer Limit - An amount used to determine the change in the DB following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit set on each Contract Anniversary will equal [5%] of the Premium Payment(s). The Transfer Limit may also be reset on Spousal Continuation and Ownership Changes.

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

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

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

- a) Premium Payments adjusted for Partial Surrenders and Transfers to Other Accounts (as defined below), or
- b) The Contract Value, minus the Premium Based Charge, if applicable.

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

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

- a) Contract Value on the rider effective date plus subsequent Premium Payments received after the rider effective date adjusted for Partial Surrenders and Transfers to Other Account(s) (as defined below), or
- b) The Contract Value, minus the Premium Based Charge, if applicable.

When a Partial Surrender is made:

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

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

When a Transfer to Other Account(s) is made:

1. For cumulative Transfer(s) to Other Account(s) in a Contract Year that are equal to or less than the Transfer Limit, Your DB will be reduced on a dollar-for-dollar basis.

2. For any Transfer to Other Account(s) that first causes the cumulative Transfers to Other Account(s) in a Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your DB by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer(s) to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfer(s) to Other Account(s) during the Contract Year. If

C results in a negative number, C becomes zero.

3. For any additional Transfer(s) to Other Account(s) in a Contract Year, where the sum of all prior Transfer(s) to Other Account(s) exceed the Transfer Limit, We will reduce the DB by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

4. Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the DB value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Contract Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract.

The following are the effects of an Ownership Change due to Spousal Continuation:

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

OWNERSHIP CHANGE

Any Contract change before the Annuity Commencement Date which causes a change in the ownership may result in the recalculation of the benefits provided under this rider.

The following are the effects of a change in ownership:

If the age of the oldest new Owner(s) after the Ownership Change is less than or equal to the issue age limitation of the rider in effect at the time of the Ownership Change, the below options apply as follows:

1. Ownership Changes within the first [6] months from the Contract Issue Date will not cause a recalculation of the benefits under this Rider.
2. Ownership Changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits under either a) or b):
 - a) If this rider is not currently available for sale, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or

- b) If this rider is currently available for sale, We will continue the then existing rider at the Rider Charge that is currently being assessed for new sales of the rider (or the last declared maximum Rider Charge, if higher). The Premium Payment and DB components, for purposes of this rider, will be recalculated to equal the lesser of the Contract Value or the DB, on the effective Valuation Day of the Ownership Change. Any Premium Payments or Partial Surrenders after this Valuation Day will adjust the DB according to the rider rules.
3. We reserve the right to apply Investment Restrictions then in effect in the case of an Ownership Change after [6] months from the rider effective date. Such restriction may also require that You reallocate Sub-account(s) or Fixed Account, if available, in accordance with then prevailing Investment Restrictions.

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

INVESTMENT RESTRICTIONS

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

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

2. We may change these predetermined asset allocation models, investment programs, Sub-Account(s), fund of funds Sub-Account(s), investment classifications or other investment option(s) from time to time, on or after the rider effective date. Should We make this change, any transfers required to reallocate the Contract Value will not be used by Us in determining the number of transfers allowed during a Contract Year. You must reinvest your Contract Value in accordance with Our updated Investment Restrictions and requirements.
3. If these Investment Restrictions are violated and not corrected, We will terminate this rider, the DB thereafter will be equal to the Contract Value and a Rider Charge will be assessed. The Rider Charge will be prorated for the portion of the Contract Year the rider was active. Upon reinstatement of Your rider following a corrected violation of these Investment Restrictions, Your DB will be reset at the lower of the DB prior to the termination or the Contract Value as of the Valuation Day of the reinstatement. Any Premium Payments or Partial Surrenders after this Valuation Day will adjust the DB according to the rider rules. We will deduct a prorated Rider Charge on Your Contract Anniversary following the reinstatement for the time period between the Valuation Day of the reinstatement and Your first Contract Anniversary following such reinstatement.

REVOCACTION/TERMINATION OF THE DEATH BENEFIT

At anytime following the earlier of Spousal Continuation or the [5th] anniversary of the rider effective date, You may elect to revoke this rider, at which point the DB would be equal to the Contract Value. Once this Rider is revoked, it cannot be re-elected by You.

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

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

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

POST ISSUE ELECTION

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

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

CONTRACT AGGREGATION

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

RIDER CHARGE

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

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

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

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

Signed for **Hartford Life Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

MAXIMUM ANNIVERSARY VALUE DEATH BENEFIT RIDER V

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

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

DEFINITIONS

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

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

Maximum Anniversary Value - The highest attained anniversary value prior to the earlier of the date of death or the oldest Owner or Annuitant's [81st] birthday determined as follows: We calculate an anniversary value for every applicable Contract Anniversary. At the time of each Contract Anniversary, the anniversary value is equal to the Contract Value. Any time after a given Contract Anniversary, the anniversary value is restated to be equal to the Contract Value as of the Contract Anniversary, increased by the dollar amount of any Premium Payments received, and modified by adjustments for Partial Surrenders and Transfers to Other Account(s) since such Contract Anniversary.

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

Partial Surrender - A withdrawal of a portion of the Contract Value which may be subject to charges, if applicable.

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

Transfer Limit - An amount used to determine the change in the DB following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit set at each Contract Anniversary will equal [5%] of the greater of Premium Payment(s) or Maximum Anniversary Value. The Transfer Limit may also be reset on Spousal Continuation and Ownership Changes.

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

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

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

- a) Premium Payments adjusted for Partial Surrenders and Transfers to Other Account(s) (as defined below); or
- b) Maximum Anniversary Value; or
- c) The Contract Value, minus the Premium Based Charge, if applicable.

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

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

- a) Contract Value on the rider effective date plus subsequent Premium Payments received after the rider effective date adjusted for Partial Surrenders and Transfers to Other Account(s) (as defined below); or
- b) Maximum Anniversary Value occurring after the effective date of the rider; or
- c) The Contract Value, minus the Premium Based Charge, if applicable.

When a Partial Surrender is made:

For any Partial Surrender(s), We will reduce each component (Premium Payments and Maximum Anniversary Value) of the DB by applying the same factor. The factor is as follows:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

When a Transfer to Other Account(s) is made:

1. For cumulative Transfer(s) to Other Account(s) in a Contract Year that are equal to or less than the Transfer Limit, Your DB will be reduced on a dollar-for-dollar basis.
2. For any Transfer to Other Account(s) that first causes the cumulative Transfers to Other Account(s) in a Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your DB by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer(s) to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfer(s) to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

3. For any additional Transfer(s) to Other Account(s) in a Contract Year, where the sum of all prior Transfer(s) to Other Account(s) exceed the Transfer Limit, We will reduce the DB by the following factor:

1 - (A/B) where:
 A = The amount of the Transfer to Other Account(s); and
 B = Contract Value immediately prior to the Transfer to Other Account(s).
4. Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the DB value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Contract Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract.

The following are the effects of an Ownership Change due to Spousal Continuation:

1. If the age of the new Owner is less than or equal to age [75] at the time of the Spousal Continuation, then either a) or b) will apply as follows:
 - a) If this rider is not currently available for sale We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider at the Rider Charge that is then currently being assessed for new sales of the rider. The Premium Payment and Maximum Anniversary Value DB components, for purposes of this rider, will be recalculated to equal the Contract Value on the effective Valuation Day of the Spousal Continuation. The Maximum Anniversary Value thereafter is the highest attained anniversary value after the date of death of the first spouse, and before the next decedent's date of death or [81st] birthday, if earlier. Any Premium Payments or Partial Surrenders and Transfers to Other Account(s) after this Valuation Day will adjust each component of the DB according to the rider rules.
2. If the age of the new owner is greater than age [75] on the effective Valuation Day of the Spousal Continuation, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

OWNERSHIP CHANGE

Any Contract change before the Annuity Commencement Date which causes a change in the ownership may result in the recalculation of the benefits provided under this rider.

The following are the effects of a change in ownership:

If the age of the oldest new Owner(s) after the Ownership Change is less than or equal to the issue age limitation of the rider in effect at the time of the Ownership Change, the below options apply as follows:

1. Ownership Changes within the first [6] months from the Contract Issue Date will not cause a recalculation of the benefits under this Rider.
2. Ownership changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits under either (a) or (b):
 - a) If this rider is not currently available for sale, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the existing rider at the Rider Charge that is currently being assessed for new sales of the rider (or the last declared maximum Rider Charge, if higher). The Premium Payment component of the DB will be recalculated to equal the lesser of the Contract Value or the Premium Payments, on the effective Valuation Day of the Ownership Change. Maximum Anniversary Value will be recalculated to equal the lesser of the Contract Value or Maximum Anniversary Value, on the effective Valuation Day of the Ownership Change. Any Premium Payments or Partial Surrenders after this date will adjust each component of the DB according to the rider rules. The Maximum Anniversary Value thereafter is the highest attained anniversary value after the Ownership Change, and before the decedent's date of death or [81st] birthday, if earlier.
3. We reserve the right to apply Investment Restrictions then in effect in the case of an Ownership change after [6] months from the rider effective date. Such restriction may also require that You reallocate Sub-account(s) or Fixed Account, if available, in accordance with then prevailing Investment Restrictions.

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

INVESTMENT RESTRICTIONS

You must comply with the following Investment Restrictions in order to receive rider benefits.

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

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

2. We may change these predetermined asset allocation models, investment programs, Sub-Account(s), fund of funds Sub-Account(s), investment classifications or other investment option(s) from time to time, on or after the rider effective date. Should We make this change, any transfers required to reallocate the Contract Value will not be used by Us in determining the number of transfers allowed during a Contract Year. You must reinvest Your Contract Value in accordance with Our updated Investment Restrictions and requirements.
3. If these Investment Restrictions are violated and not corrected, We will terminate the rider, the DB thereafter will be equal to the Contract Value and a Rider Charge will be assessed. The Rider Charge will be prorated for the portion of the Contract Year the rider was active. Upon reinstatement of Your rider following a corrected violation of these Investment Restrictions, Premium Payments will be recalculated to equal the lesser of the Contract Value as of the Valuation Day of the reinstatement or the Premium Payments prior to the termination. Your Maximum Anniversary Value will be reset at the lower of the Maximum Anniversary Value prior to the termination or Contract Value as of the Valuation Day of reinstatement. The Maximum Anniversary Value thereafter is the highest attained anniversary value after the reinstatement of Your rider, and before the decedent's date of death or [81st] birthday, if earlier. Any Premium Payments or Partial Surrenders after this Valuation Day will adjust each component of the DB according to the rider rules. We will deduct a prorated Rider Charge on Your first Contract Anniversary following the reinstatement for the time period between the Valuation Day of the reinstatement and Your first Contract Anniversary following such reinstatement.

REVOCACTION/TERMINATION OF THE DEATH BENEFIT

You may not revoke this rider once elected.

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

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

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

POST ISSUE ELECTION

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

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

CONTRACT AGGREGATION

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

RIDER CHARGE

There is an additional charge for this rider. The charge will never exceed a guaranteed maximum rate of [1.50%] annually. The charge will be assessed on each Contract Anniversary based on the DB payable as described in this rider. However, if a change in owner occurs or Spousal Continuation is elected the charge will be assessed on the Contract Value as of the Valuation Day of such change plus Premium Payments received after the Valuation Day of such change adjusted for Partial Surrenders and Transfers to Other Account(s) as described in this rider. The Rider Charge will be deducted on each Contract Anniversary on a prorated basis from the Sub-Account(s).

If a change in owner occurs or Spousal Continuation is elected or Your rider is reinstated, the charge will be assessed based on the DB.

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

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

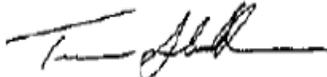
The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date or after the Valuation Day the rider is no longer effective. No Rider Charge will be assessed upon the death of a Contract Owner or Annuitant.

Signed for **Hartford Life Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*

]



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

ENHANCED RETURN OF PREMIUM DEATH BENEFIT 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 and the guaranteed minimum withdrawal benefit rider that is issued with this rider and attached to the Contract

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

DEFINITIONS

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

Base Return of Premium - If this rider is effective on the Contract Issue Date, this amount equals the Premium Payments adjusted for Partial Surrenders and Transfers to Other Account(s), as described in this rider. If this rider is effective after the Contract Issue Date, this amount equals Your Contract Value on the effective date, plus subsequent Premium Payments, adjusted for Partial Surrenders and Transfers to Other Account(s), as described in this rider.

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

Enhanced Return of Premium - If this rider is effective on the Contract Issue Date, this amount equals the Premium Payments adjusted for Partial Surrenders prior to the Lifetime Income Eligibility Date, Partial Surrenders in excess of the Lifetime Benefit Payment after the Lifetime Income Eligibility Date, and Transfers to Other Account(s), as described in this rider. If this rider is effective after the Contract Issue Date, this amount equals Your Contract Value on the effective date, plus subsequent Premium Payments, adjusted for Partial Surrenders prior to the Lifetime Income Eligibility Date, Partial Surrenders in excess of the Lifetime Benefit Payment after the Lifetime Income Eligibility Date, and Transfers to Other Account(s), as described in this rider.

Lifetime Benefit Payment (LBP) - An amount available on a Contract Year basis after the Lifetime Income Eligibility Date as described in the guaranteed minimum withdrawal benefit rider that is issued with this rider and attached to the Contract.

Lifetime Income Eligibility Date - The Valuation Day when the oldest Covered Life has an attained age of [59 1/2] as described in the guaranteed minimum withdrawal benefit rider that is issued with this rider and attached to the Contract.

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

Partial Surrender - A withdrawal of a portion of the Contract Value which may be subject to charges, if applicable.

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

Threshold Payment - An amount available on a Contract Year basis prior to the Lifetime Income Eligibility Date as described in the guaranteed minimum withdrawal benefit rider that is attached to this Contract.

Transfer Limit - An amount used to determine the change in the DB following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit set on each Contract Anniversary will equal [5%] of the Premium Payment(s). The Transfer Limit may also be reset on Spousal Continuation and Ownership Changes.

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

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

- a) Enhanced Return of Premium , or
- b) Base Return of Premium, or
- c) The Contract Value, minus the Premium Based Charge, if applicable.

Enhanced Return of Premium Step-Up

Upon the earliest of events (a) or (b), as described below, that occurs during the term of the Contract, Enhanced Return of Premium will equal the greater of the Enhanced Return of Premium or Contract Value immediately prior to the Partial Surrender or Transfer. A Step-up will apply only once during the term of the Contract.

- a) first Partial Surrender; or
- b) first Transfer to Other Account(s) that causes the cumulative Transfers to Other Account(s) in a Contract Year to exceed the Transfer Limit.

When a Partial Surrender is made:

Base Return of Premium:

For any Partial Surrender(s), We will reduce the Base Return of Premium by applying a factor. The factor is as follows:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

Enhanced Return of Premium:

1. Prior to the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Threshold Payment, Your Enhanced Return of Premium will be reduced on a dollar-for-dollar basis.

- b) For any Partial Surrender that first causes cumulative Partial Surrenders during the Contract Year to exceed the Threshold Payment, the adjustment is the dollar amount of the Partial Surrender that does not exceed the Threshold Payment. For the portion of the Partial Surrender that exceeds the Threshold Payment, We will reduce Your Enhanced Return of Premium by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender during the Contract Year in excess of the Threshold Payment;

B = Contract Value immediately prior to the Partial Surrender; and

C = The Threshold Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- c) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Threshold Payment, We will reduce Your Enhanced Return of Premium by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

- d) Any remaining available Threshold Payment during a Contract Year may not be carried over to future Contract Years.

2. After the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Lifetime Benefit Payment, Your Enhanced Return of Premium will not be reduced.
- b) For cumulative Partial Surrenders during the Contract Year that exceed the Lifetime Benefit Payment that were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, Your Enhanced Return of Premium will not be reduced.
- c) For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Lifetime Benefit Payment, and the RMD exception above does not apply, We will reduce Your Enhanced Return of Premium by the following factor with respect to that portion of Your Partial Surrender that exceeds the current Lifetime Benefit Payment:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender(s) during the Contract Year in excess of the current Lifetime Benefit Payment;

B = Contract Value immediately prior to the Partial Surrender(s); and

C = The current Lifetime Benefit Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the current Lifetime Benefit Payment, We will reduce Your Enhanced Return of Premium by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender(s); and

B = Contract Value immediately prior to the Partial Surrender(s).

- e) Any remaining available Lifetime Benefit Payment during a Contract Year may not be carried over to future Contract Years.

When a Transfer to Other Account(s) is made:

1. For cumulative Transfer(s) to Other Account(s) in a Contract Year that are equal to or less than the Transfer Limit, Your Enhanced Return of Premium and Your Base Return of Premium will be reduced on a dollar-for-dollar basis.
2. For any Transfer to Other Account(s) that first causes the cumulative Transfers to Other Account(s) in a Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Enhanced Return of Premium and Your Base Return of Premium by the following factor:
 - 1 - (A/(B-C)) where:
 - A = The amount of the Transfer(s) to Other Account(s) during the Contract Year in excess of the Transfer Limit;
 - B = Contract Value immediately prior to the Transfer to Other Account(s); and
 - C = The Transfer Limit, less any prior Transfer(s) to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.
1. For any additional Transfer(s) to Other Account(s) in a Contract Year, where the sum of all prior Transfer(s) to Other Account(s) exceed the Transfer Limit, We will reduce Your Enhanced Return of Premium and Your Base Return of Premium by the following factor:
 - 1 - (A/B) where:
 - A = The amount of the Transfer to Other Account(s); and
 - B = Contract Value immediately prior to the Transfer to Other Account(s).
4. Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the greater of Base Return of Premium, or Enhanced Return of Premium as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Contract Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract.

The following are the effects of an Ownership Change due to Spousal Continuation:

1. If the age of the new Owner is less than or equal to age [70] at the time of the Spousal Continuation, then either a) or b) will apply as follows:
 - a) If this rider is not currently available for sale We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider at the Rider Charge that is then currently being assessed for new sales of the rider. The Base Return of Premium and Enhanced Return of Premium components, for purposes of this rider, will be recalculated to equal the Contract Value on the effective Valuation Day of the Spousal Continuation. Any Premium Payments or Partial Surrenders and Transfers to Other Account(s) after this Valuation Day will adjust the Enhanced Return of Premium and Base Return of Premium according to the rider rules.
2. If the age of the new owner is greater than age [70] on the effective Valuation Day of the Spousal Continuation, We will terminate this rider and the DB thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

OWNERSHIP CHANGE

Any Contract change before the Annuity Commencement Date which causes a change in the ownership may result in the recalculation of the benefits provided under this rider.

The following are the effects of a change in ownership:

If the age of the oldest new Owner(s) after the Ownership Change is less than or equal to the issue age limitation of the rider in effect at the time of the Ownership Change, the below options apply as follows:

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

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

INVESTMENT RESTRICTIONS

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

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

2. We may change these predetermined asset allocation models, investment programs, Sub-Account(s), fund of funds Sub-Account(s), investment classifications or other investment option(s) from time to time, on or after the rider effective date. Should We make this change, any transfers required to reallocate the Contract Value will not be used by Us in determining the number of transfers allowed during a Contract Year. You must reinvest your Contract Value in accordance with Our updated Investment Restrictions and requirements.
3. If these Investment Restrictions are violated and not corrected, We will terminate this rider, the DB thereafter will be equal to the Contract Value and a Rider Charge will be assessed. The Rider Charge will be prorated for the portion of the Contract Year the rider was active. Upon reinstatement of Your rider following a corrected violation of these Investment Restrictions, Your DB will be reset at the lower of the DB prior to the termination or the Contract Value as of the Valuation Day of the reinstatement. Any Premium Payments or Partial Surrenders after this Valuation Day will adjust the DB according to the rider rules. We will deduct a prorated Rider Charge on Your Contract Anniversary following the reinstatement for the time period between the Valuation Day of the reinstatement and Your first Contract Anniversary following such reinstatement.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if

(A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Contract minimum rule stated under Your Contract or (ii) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish; or

(B) on any Valuation Day, as a result of a Partial Surrender, Your Contract Value is reduced below (x) an amount equal to the greater of the Contract minimum rule stated under Your Contract or (y) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish,

the Enhanced Return of Premium value will equal zero. The Base Return of Premium value will not change.

POST ISSUE ELECTION

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

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

CONTRACT AGGREGATION

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

RIDER CHARGE

There is an additional charge for this rider. The charge will never exceed a guaranteed maximum rate of [1.50%] annually. The charge will be assessed on each Contract Anniversary based on the greater of (a) Base Return of Premium or (b) Enhanced Return of Premium. However, if a change in owner occurs or Spousal Continuation is elected the charge will be assessed on the Contract Value as of the Valuation Day of such change plus Premium Payments received after the Valuation Day of such change adjusted for Partial Surrenders and Transfers to Other Account(s) as described in this rider. The Rider Charge will be deducted on each Contract Anniversary on a prorated basis from the Sub-Account(s).

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

On any Valuation Day other than the Contract Anniversary, in the case of a Full Surrender, or a Partial Surrender in excess of the Lifetime Benefit Payment that reduces the Contract Value below an amount equal to the greater of (a) the Contract minimum rule stated under Your Contract or (b) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish, then, We will deduct a prorated portion of the Rider Charge from the amount otherwise payable. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the greater of (a) Base Return of Premium or (b) Enhanced Return of Premium prior to the Surrender, multiplied by the number of days since the last Contract Anniversary, divided by 365.

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

Signed for **Hartford Life Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

PREMIUM BASED 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 following definition is added to the Definition of Certain terms section of the Contract:

Premium Based Charge: The Premium Based Charge is designed to compensate us for a portion of our acquisition expenses, including promotion and distribution of the Contract. We will apply an annual Premium Based Charge against each Premium Payment made to this Contract. This charge will be deducted from the Contract Value according to the terms of this rider and as specified on page 3:

1. upon each Contract Anniversary;
2. upon full surrender of the Contract;
3. upon annuitization of the Contract; and/or;
4. upon the date of Our receipt of Due Proof of Death and upon a corresponding Death Benefit distribution if elected at a later date.

Additionally, this charge will be determined according to the terms of this rider and as specified on page 3 but will not be deducted from the Contract Value until the next occurrence of items 1 – 4 above:

5. upon a partial surrender; and/or
6. upon a transfer of Contract Value to Other Account(s).

The following provision is added to the Valuation section of the Contract:

Premium Based Charge: We will apply an annual Premium Based Charge rate against each Premium Payment made to this Contract, as specified in the Contract Specifications on Page 3. The entire Premium Based Charge will be deducted only from Contract Value invested in Sub-Accounts. A proportionate number of Accumulation Units shall be taken from each Sub-Account in payment of the Premium Based Charge.

The following provision replaces the existing "**Partial Surrenders Prior to the Annuity Commencement Date**" provision in the Surrender section of the Contract:

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 surrender is at least equal to Our minimum amount rule shown on page 3. If the remaining Contract Value following such surrender is less than Our minimum amount rule, We may terminate the Contract and pay the Surrender Value.

The Contingent Deferred Sales Charge will be assessed against any Contract Values surrendered as described on Page 3. However, on a noncumulative basis, You may make partial surrenders during any Contract Year, up to the Annual Withdrawal Amount shown on Page 3 and the Contingent Deferred Sales Charge will not be assessed against such amounts. Surrender of Contract Values in excess of the Annual Withdrawal Amount and additional surrenders made in any Contract Year will be subject to the Contingent Deferred Sales Charge, and the prorated Premium Based Charge as described on Page 3, if applicable.

The following provision replaces the existing "Full Surrender Prior to the Annuity Commencement Date" provision in the Surrender section of the Contract:

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 Surrender Value of the Contract may be taken in the form of a cash settlement.

The Surrender Value of the Contract is equal to the Contract Value less:

- a) any applicable Premium Taxes not previously deducted;
- b) the Annual Maintenance Fee as specified on Page 3;
- c) the Premium Based Charge as specified on Page 3;
- d) any applicable Contingent Deferred Sales Charge shown on Page 3.

Signed for **Hartford Life Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER II

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides that on the Rider Maturity Date, your rider benefit will not be less than the Guaranteed Minimum Accumulation Benefit (GMAB).

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Conversion Bonus - Any portions of the Contract Value, up to amount equal to the Guaranteed Minimum Accumulation Benefit, contributed into the Other Account(s) after the Rider Maturity Date but prior to the [11th] Contract Anniversary following the Rider Effective Date, will receive an increased Personal Pension Account Maximum Guaranteed Payout Purchase Rate. The Personal Pension Account Maximum Guaranteed Payout Purchase Rate will be [20%] greater than the then current Personal Pension Account Maximum Guaranteed Payout Purchase Rate.]

Maximum Rider Issue Age – No Contract Owner or Annuitant may be [81] years old or older on the Rider Effective Date.

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

Partial Surrender – Any withdrawal of Contract Value which may be subject to charges, if applicable.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Rider Maturity Date - The date on which We will apply an adjustment to your Contract Value, if any. The Rider Maturity Date is the [10th] Contract Anniversary from the Rider Effective Date.

Transfer Limit – An amount used to determine the change in the GMAB following a Transfer to Other Account(s) in any Contract Year.

GUARANTEED MINIMUM ACCUMULATION BENEFIT (GMAB)

If the Rider Effective Date is the Contract Issue Date, then Your initial GMAB is [100%] of the Premium Payments received within [12] months from the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then Your initial GMAB is [100%] of the Contract Value as of the Rider Effective Date, plus [100%] of any subsequent Premium Payments received within [12] months from the Rider Effective Date.

Your GMAB is calculated without deduction for sales charges, if any. Your GMAB will be increased by [100%] of Transfers from Other Account(s) that are received within [12] months from the Rider Effective Date.

The GMAB will be set and reset under the following circumstances:

- a) On the Rider Effective Date;
- b) When subsequent Premium Payments are received within [12] months of the Rider Effective Date;
- c) When transfers from Other Account(s) are received within [12] months of the Rider Effective Date;
- d) When a Partial Surrender has been made; and/or
- e) When a Transfer to Other Account(s) has been made.

We reserve the right to limit Your GMAB to [\$5,000,000].

TRANSFER LIMIT

Prior to the Rider Maturity Date, the Transfer Limit is used to determine the change in the GMAB following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit will equal [5%] of the GMAB at each Contract Anniversary. The terms of this rider shall prevail in the event of a conflict between the terms of this rider and any other concurrent rider with respect to the Transfer Limit.

Your Transfer Limit will be set and reset under the following circumstances:

- a) On the Rider Effective Date;
- b) On the Contract Anniversary;
- c) When a subsequent Premium Payment has been made;
- d) When a Transfer to Other Account(s) has been made;
- e) When a Transfer from Other Account(s) has been made; and/or
- f) When there is a change in Ownership or Spousal Continuation.

PARTIAL SURRENDERS & TRANSFERS

1. If You take a Partial Surrender prior to the Rider Maturity Date, Your GMAB will be reduced by applying the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

2. If You Transfer to Other Account(s) prior to the Rider Maturity Date, Your GMAB will be reduced based on the following considerations:

- a) For cumulative Transfer(s) to Other Account(s) in a Contract Year that are equal to or less than the Transfer Limit, We will reduce Your GMAB by the dollar amount of the transfer.
- b) For any Transfer(s) to Other Account(s) in a Contract Year that exceeds the Transfer Limit, We will reduce Your GMAB by the following factor with respect to that portion of Your Transfer(s) to Other Account(s) that exceeds the Transfer Limit:

1 - $(A/(B-C))$ where:

A = The amount of the Transfer(s) to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer(s) to Other Account(s); and

C = The Transfer Limit, less any prior Transfer(s) to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

For any additional Transfer(s) to Other Account(s) in a Contract Year, where the sum of all prior Transfer(s) to Other Account(s) exceed the Transfer Limit, We will reduce Your GMAB by the following factor:

1 - (A/B) where:

A = The amount of the Transfer(s) to Other Account(s); and

B = Contract Value immediately prior to the Transfer(s) to Other Account(s).

- c) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

RIDER MATURITY DATE

On the Rider Maturity Date, We will compare Your Contract Value with the GMAB. If the GMAB is greater than Your Contract Value, then We will apply a one-time adjustment to Your Contract Value equal to the difference between Your Contract Value and GMAB. This one-time adjustment will be distributed among the various Sub-Accounts and the Fixed Account, if applicable, in which Your Contract Value is then allocated, on a pro-rata basis. If on the Rider Maturity Date Your Contract Value is greater than the GMAB, then there will be no adjustment to Your Contract Value. This rider will then terminate without notice.

SPOUSAL CONTINUATION

The following are the effects of an Ownership Change if Your spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

1. If the age of the new Contract Owner is greater than the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter.
2. If the age of the new Contract Owner is less than or equal to the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, then either (a) or (b) will apply as follows:
 - a) If this rider is not currently available for sale, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider with respect to all benefits, at the Rider Charge that is then currently being assessed for new sales of the rider. The GMAB will not change. The Rider Maturity Date will not change.

OWNERSHIP CHANGE

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

1. If the oldest Contract Owner(s) after the Ownership Change is greater than the Maximum Rider Issue Age on the effective Valuation Day of the Ownership Change, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
2. If the age of the oldest Contract Owner(s) on the effective Valuation Day of the Ownership Change is less than or equal to the Maximum Rider Issue Age the following options apply:
 - a) Ownership Changes within the first [6] months from the Contract Issue Date will not cause a recalculation of the benefits under this Rider. The GMAB will not change. The Rider Maturity Date will not change.
 - b) Ownership Changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits under either (i) or (ii):
 - i) If this rider is not currently available for sale We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - ii) If this rider is currently available for sale, We will continue the then existing rider with respect to benefits at the Rider Charge that is then currently being assessed for new sales of the rider (or the last declared maximum Rider Charge, if higher). The GMAB will be recalculated to equal the lesser of the Contract Value or the then current GMAB, on the effective Valuation Day of the Ownership Change. The Rider Maturity Date will not change.

If this rider is continued following an Ownership Change, the Transfer Limit will be reset based on the GMAB as of the effective Valuation Day of the Ownership Change.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, until the Rider Maturity Date, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.

3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
8. Notwithstanding anything to the contrary within Your Contract, prior to the Rider Maturity Date, You must obtain Our prior approval to make any Premium Payments after the [1st] Contract Anniversary after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, prior to the Rider Maturity Date, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

MINIMUM AMOUNT RULE

Notwithstanding anything to the contrary in Your Contract, if Your Contract Value is reduced below Our minimum amount rules in effect on a particular Valuation Day, the following will occur:

1. Your Contract Value will be liquidated; and
2. The Contract and all its riders, including this rider, shall terminate and no rider benefits shall be paid on account of such termination.

REVOCACTION/TERMINATION

At anytime following the earlier of Spousal Continuation or the [5th] Contract Anniversary after the Rider Effective Date, You may elect to revoke this rider. The Contract Value will not be adjusted to equal the GMAB and the rider will terminate.

We may terminate this rider based on the following events or circumstances:

- (a) Upon the Rider Maturity Date;
- (b) You assign the Contract or any of Your rights;
- (c) You or any subsequent Contract Owner violate the Issuance Rules;
- (d) You violate the Investment Restrictions;
- (e) Your Contract Value falls below our Minimum Amount Rule;
- (f) You violate the terms of the Contract or any other rider;
- (g) You ask for an ownership change in violation of the rider's restrictions;
- (h) You ask for Spousal Continuation in violation of the rider's restrictions;
- (i) There is a full surrender of your Contract; and/or
- (j) A death benefit becomes payable on Your Contract.

If We terminate the rider, it cannot be re-elected by You or another Contract Owner or Annuitant.

On the date this rider is terminated, a prorated portion of the Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (h) occur. You are not entitled to any cash surrender value associated with this rider upon revocation or termination of this rider.

CONTRACT AGGREGATION

For purposes of determining the guaranteed benefits under this rider, We reserve the right to treat one or more deferred variable annuity contracts issued by Us (or Our affiliates) to You with this rider attached as one contract.

ISSUANCE RULES

This rider is not available if any Contract Owner or Annuitant is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year for purposes of determining the Rider Maturity Date.

ASSIGNMENT

Notwithstanding anything herein or within Your Contract possibly to the contrary, neither the Contract (including this rider) nor any of Your rights and benefits hereunder may be assigned, pledged or securitized.

RIDER CHARGE

The Rider Charge will never be less than the minimum Rider Charge of [0.50%] nor exceed the maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Contract Anniversary based on Your GMAB. . The Rider Charge will be deducted on a prorated basis from the Sub-Account(s).

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

If this rider is revoked or terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the GMAB prior to the revocation or termination, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon any of the following events:

- (a) the next Contract Anniversary following the Rider Maturity Date, and thereafter;
- (b) the Annuity Commencement Date; or
- (c) upon the death of a Contract Owner or Annuitant.

Signed for **Hartford Life Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

GUARANTEED MINIMUM ACCUMULATION BENEFIT PLUS RIDER II

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides that on the Rider Maturity Date, your rider benefit will not be less than the Guaranteed Minimum Accumulation Benefit (GMAB).

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Conversion Bonus - Any portions of the Contract Value, up to amount equal to the Guaranteed Minimum Accumulation Benefit, contributed into the Other Account(s) after the Rider Maturity Date but prior to the [11th] Contract Anniversary following the Rider Effective Date, will receive an increased Personal Pension Account Maximum Guaranteed Payout Purchase Rate. The Personal Pension Account Maximum Guaranteed Payout Purchase Rate will be [20%] greater than the then current Personal Pension Account Maximum Guaranteed Payout Purchase Rate.

Maximum Rider Issue Age – No Contract Owner or Annuitant may be [81] years old or older on the Rider Effective Date.

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

Partial Surrender – Any withdrawal of Contract Value which may be subject to charges, if applicable.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Rider Maturity Date - The date on which We will apply an adjustment to your Contract Value, if any. The Rider Maturity Date is the [10th] Contract Anniversary from the Rider Effective Date.

Transfer Limit – An amount used to determine the change in the GMAB following a Transfer to Other Account(s) in any Contract Year.

GUARANTEED MINIMUM ACCUMULATION BENEFIT (GMAB)

If the Rider Effective Date is the Contract Issue Date, then Your initial GMAB is [100%] of the Premium Payments received within [12] months from the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then Your initial GMAB is [100%] of the Contract Value as of the Rider Effective Date, plus [100%] of any subsequent Premium Payments received within [12] months from the Rider Effective Date.

Your GMAB is calculated without deduction for sales charges, if any. Your GMAB will be increased by [100%] of Transfers from Other Account(s) that are received within [12] months from the Rider Effective Date.

The GMAB will be set and reset under the following circumstances:

- a) On the Rider Effective Date;
- b) When subsequent Premium Payments are received within [12] months of the Rider Effective Date;
- c) When transfers from Other Account(s) are received within [12] months of the Rider Effective Date;
- d) When a Partial Surrender has been made; and/or
- e) When a Transfer to Other Account(s) has been made.

We reserve the right to limit Your GMAB to [\$5,000,000].

TRANSFER LIMIT

Prior to the Rider Maturity Date, the Transfer Limit is used to determine the change in the GMAB following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit will equal [5%] of the GMAB at each Contract Anniversary. The terms of this rider shall prevail in the event of a conflict between the terms of this rider and any other concurrent rider with respect to the Transfer Limit.

Your Transfer Limit will be set and reset under the following circumstances:

- a) On the Rider Effective Date;
- b) On the Contract Anniversary;
- c) When a subsequent Premium Payment has been made;
- d) When a Transfer to Other Account(s) has been made;
- e) When a Transfer from Other Account(s) has been made; and/or
- f) When there is a change in Ownership or Spousal Continuation.

PARTIAL SURRENDERS & TRANSFERS

1. If You take a Partial Surrender prior to the Rider Maturity Date, Your GMAB will be reduced by applying the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

2. If You Transfer to Other Account(s) prior to the Rider Maturity Date, Your GMAB will be reduced based on the following considerations:

- a) For cumulative Transfer(s) to Other Account(s) in a Contract Year that are equal to or less than the Transfer Limit, We will reduce Your GMAB by the dollar amount of the transfer.
- b) For any Transfer(s) to Other Account(s) in a Contract Year that exceeds the Transfer Limit, We will reduce Your GMAB by the following factor with respect to that portion of Your Transfer(s) to Other Account(s) that exceeds the Transfer Limit:

1 - (A/(B-C)) where:

A = The amount of the Transfer(s) to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer(s) to Other Account(s); and

C = The Transfer Limit, less any prior Transfer(s) to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

For any additional Transfer(s) to Other Account(s) in a Contract Year, where the sum of all prior Transfer(s) to Other Account(s) exceed the Transfer Limit, We will reduce Your GMAB by the following factor:

1 - (A/B) where:

A = The amount of the Transfer(s) to Other Account(s); and

B = Contract Value immediately prior to the Transfer(s) to Other Account(s).

- c) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

RIDER MATURITY DATE

On the Rider Maturity Date, We will compare Your Contract Value with the GMAB. If the GMAB is greater than Your Contract Value, then We will apply a one-time adjustment to Your Contract Value equal to the difference between Your Contract Value and GMAB. This one-time adjustment will be distributed among the various Sub-Accounts and the Fixed Account, if applicable, in which Your Contract Value is then allocated, on a pro-rata basis. If on the Rider Maturity Date Your Contract Value is greater than the GMAB, then there will be no adjustment to Your Contract Value. This rider will then terminate without notice.

SPOUSAL CONTINUATION

The following are the effects of an Ownership Change if Your spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

1. If the age of the new Contract Owner is greater than the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter.
2. If the age of the new Contract Owner is less than or equal to the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, then either (a) or (b) will apply as follows:
 - a) If this rider is not currently available for sale, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider with respect to all benefits, at the Rider Charge that is then currently being assessed for new sales of the rider. The GMAB will not change. The Rider Maturity Date will not change.

OWNERSHIP CHANGE

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

1. If the oldest Contract Owner(s) after the Ownership Change is greater than the Maximum Rider Issue Age on the effective Valuation Day of the Ownership Change, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
2. If the age of the oldest Contract Owner(s) on the effective Valuation Day of the Ownership Change is less than or equal to the Maximum Rider Issue Age the following options apply:
 - a) Ownership Changes within the first [6] months from the Contract Issue Date will not cause a recalculation of the benefits under this Rider. The GMAB will not change. The Rider Maturity Date will not change.
 - b) Ownership Changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits under either (i) or (ii):
 - i) If this rider is not currently available for sale We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - ii) If this rider is currently available for sale, We will continue the then existing rider with respect to benefits at the Rider Charge that is then currently being assessed for new sales of the rider (or the last declared maximum Rider Charge, if higher). The GMAB will be recalculated to equal the lesser of the Contract Value or the then current GMAB, on the effective Valuation Day of the Ownership Change. The Rider Maturity Date will not change.

If this rider is continued following an Ownership Change, the Transfer Limit will be reset based on the GMAB as of the effective Valuation Day of the Ownership Change.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, until the Rider Maturity Date, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.

3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
8. Notwithstanding anything to the contrary within Your Contract, prior to the Rider Maturity Date, You must obtain Our prior approval to make any Premium Payments after the [1st] Contract Anniversary after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, prior to the Rider Maturity Date, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

MINIMUM AMOUNT RULE

Notwithstanding anything to the contrary in Your Contract, if Your Contract Value is reduced below Our minimum amount rules in effect on a particular Valuation Day, the following will occur:

1. Your Contract Value will be liquidated; and
2. The Contract and all its riders, including this rider, shall terminate and no rider benefits shall be paid on account of such termination.

REVOCATION/TERMINATION

At anytime following the earlier of Spousal Continuation or the [5th] Contract Anniversary after the Rider Effective Date, You may elect to revoke this rider. The Contract Value will not be adjusted to equal the GMAB and the rider will terminate.

We may terminate this rider based on the following events or circumstances:

- (a) Upon the Rider Maturity Date;
- (b) You assign the Contract or any of Your rights;
- (c) You or any subsequent Contract Owner violate the Issuance Rules;
- (d) You violate the Investment Restrictions;
- (e) Your Contract Value falls below our Minimum Amount Rule;
- (f) You violate the terms of the Contract or any other rider;
- (g) You ask for an ownership change in violation of the rider's restrictions;
- (h) You ask for Spousal Continuation in violation of the rider's restrictions;
- (i) There is a full surrender of your Contract; and/or
- (j) A death benefit becomes payable on Your Contract.

If We terminate the rider, it cannot be re-elected by You or another Contract Owner or Annuitant.

On the date this rider is terminated, a prorated portion of the Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (h) occur. You are not entitled to any cash surrender value associated with this rider upon revocation or termination of this rider.

CONTRACT AGGREGATION

For purposes of determining the guaranteed benefits under this rider, We reserve the right to treat one or more deferred variable annuity contracts issued by Us (or Our affiliates) to You with this rider attached as one contract.

ISSUANCE RULES

This rider is not available if any Contract Owner or Annuitant is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year for purposes of determining the Rider Maturity Date.

ASSIGNMENT

Notwithstanding anything herein or within Your Contract possibly to the contrary, neither the Contract (including this rider) nor any of Your rights and benefits hereunder may be assigned, pledged or securitized.

RIDER CHARGE

The Rider Charge will never be less than the minimum Rider Charge of [0.50%] nor exceed the maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Contract Anniversary based on Your GMAB. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s).

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

If this rider is revoked or terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the GMAB prior to the revocation or termination, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon any of the following events:

- (a) the next Contract Anniversary following the Rider Maturity Date, and thereafter;
- (b) the Annuity Commencement Date; or
- (c) upon the death of a Contract Owner or Annuitant.

Signed for **Hartford Life Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER II-2 (Single Life)

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides lifetime guaranteed minimum withdrawal benefits with possible Market Increases and a Deferral Bonus to the Payment Base.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Annual Payment Base Cap – The maximum annual percentage that the Payment Base may be increased by due to a Market Increase or Deferral Bonus is [Not Applicable].

Bonus Base – The basis for determining the Deferral Bonus.

Bonus Period – The Bonus Period commences on the Rider Effective Date. The Bonus Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, (b) the Valuation Day that You take Your first Partial Surrender (including Your first Lifetime Benefit Payment or Threshold Payment); or (c) the Valuation Day that You first transfer any Contract Value to Other Account(s) in excess of the Transfer Limit. Once the Bonus Period ends, it cannot be re-started.

Covered Life - Any Contract Owner, if a person or, if the Contract Owner is not a natural person, the Annuitant.

Deferral Bonus - The sum We will add to Your Payment Base on each Contract Anniversary during the effective Bonus Period when a Market Increase does not occur on such Contract Anniversary.

Lifetime Benefit Payment - A Partial Surrender equal to the applicable Withdrawal Percentage multiplied by the Payment Base taken during any Contract Year on or after the Lifetime Income Eligibility Date.

Lifetime Income Eligibility Date - The Valuation Day when the oldest Covered Life has an attained age of [59 1/2].

Market Increase - A potential increase to Your Payment Base equal to the Contract Value prior to the deduction of the Rider Charge due to market performance. A potential increase to Your Payment Base is determined on each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday.

Maximum Rider Issue Age – No Covered Life may be [81] years old or older on the Rider Effective Date.

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

Partial Surrender - Any withdrawal of Contract Value which may be subject to charges, if applicable.

Payment Base - The basis for determining the Threshold Payment, Lifetime Benefit Payment, Transfer Limit, and Rider Charge.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Rider Maturity Date - The last to occur of the following: (a) the Valuation Day that We receive Due Proof of Death of the Contract Owner, joint Contract Owner or Annuitant; or (b) Annuity Commencement Date.

Threshold Payment – A Partial Surrender equal to [4%] multiplied by the Payment Base taken during any Contract Year prior to the Lifetime Income Eligibility Date.

Transfer Limit – An amount used to determine the change in the Payment Base and Bonus Base, if applicable, following a Transfer to Other Account(s) in any Contract Year.

Withdrawal Percentage – The percentage of Your Payment Base that You may withdraw in the form of a Lifetime Benefit Payment. Your Withdrawal Percentage is set based on the attained age of the oldest Covered Life based on the following schedule:

Relevant Covered Life's Attained Age (Age Band)	Withdrawal Percentage
[59 ½ - 64	[4%
65 – 90+]	5%]

The Withdrawal Percentage will be set at the time of Your first Lifetime Benefit Payment or Partial Surrender based on the attained age of the oldest Covered Life. Your Withdrawal Percentage may increase based on the current attained age of the oldest Covered Life if You have not taken any Partial Surrenders. The Withdrawal Percentage will reset based on the current attained age of the oldest Covered Life provided there is a Market Increase and a new age band has been reached.

PAYMENT BASE

If You elect this rider on the Contract Issue Date, then Your initial Payment Base is equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Payment Base is equal to Your Contract Value as of the Rider Effective Date. Your Payment Base is calculated without deduction for sales charges, if any.

Your Payment Base may be reset each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday. The reset is equal to the greater of (A) or the sum of (B) and (C); subject to a maximum (D) where:

A = Market Increase.

B = Your current Payment Base.

C = The Deferral Bonus, if applicable.

D = Your Current Payment Base * (1 + Annual Payment Base Cap), if applicable.

Your Payment Base may be increased when any of the following events occur:

- a) Subsequent Premium Payments are made;
- b) Transfer(s) from Other Account(s) are made; and/or
- c) Contract Anniversary.

In no event shall Your Payment Base exceed [\$5,000,000].

Your Payment Base may be decreased when You take Partial Surrenders or make Transfer(s) into Other Account(s) in accordance with the provisions captioned in the "Partial Surrenders & Transfers" section below.

DEFERRAL BONUS

On each Contract Anniversary during the effective Bonus Period, We may apply a Deferral Bonus to Your Payment Base. The Deferral Bonus will equal [5%] of the Bonus Base, as of the Valuation Day prior to each Contract Anniversary during the effective Bonus Period. The Deferral Bonus percentage will not change during the effective Bonus Period.

If You elect this rider on the Contract Issue Date, then Your initial Bonus Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Bonus Base is Your Contract Value as of the Rider Effective Date. Your Bonus Base is calculated without deduction for charges, if any.

Your Bonus Base will be reset on each Contract Anniversary during the effective Bonus Period to equal to the greater of:

- a) Payment Base when a Market Increase to the Payment Base occurs; or
- b) Your Bonus Base on the Valuation Day prior to each Contract Anniversary during the effective Bonus Period;

Your Bonus Base is increased by the dollar amount of:

- a) Subsequent Premium Payments; and/or
- b) Transfer(s) from Other Account(s)

that are made during the effective Bonus Period.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Bonus Period that are equal to or less than the Transfer Limit, Your Bonus Base will be reduced on a dollar-for-dollar basis.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Bonus Period that are greater than the Transfer Limit, such Transfers will cause the Bonus Period to end and the Bonus Base becomes zero.

LIFETIME BENEFIT PAYMENT

Your Lifetime Benefit Payment is equal to Your applicable Withdrawal Percentage multiplied by Your then current Payment Base.

Your Lifetime Benefit Payment will be set on the later of Your Rider Effective Date or the Lifetime Income Eligibility Date. Your Lifetime Benefit Payment prior to the Rider Maturity Date may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) On the birthday where the oldest Covered Life has attained an age that results in a new Age Band;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000]);
- d) When a Transfer from Other Account(s) has been made;
- e) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- f) When there is a change in the Covered Life or Spousal Continuation.

If Your Lifetime Benefit Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Benefit Payment.

THRESHOLD PAYMENT

Your Threshold Payment is equal to [4%] multiplied by Your then current Payment Base. Your Threshold Payment will cease on the Lifetime Income Eligibility Date whereupon Lifetime Benefit Payments will be available to You.

Your Threshold Payment will be set on the Your Rider Effective Date and may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000]);
- c) When a Transfer from Other Account(s) has been made;
- d) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- e) When there is a change in the Covered Life or Spousal Continuation.

If Your Threshold Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Threshold Payment.

TRANSFER LIMIT

The Transfer Limit is used to determine the change in the Payment Base and Bonus Base following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit will equal Your applicable Withdrawal Percentage multiplied by Your then current Payment Base. The terms of this rider shall prevail in the event of a conflict between the terms of this rider and any other concurrent rider with respect to the Transfer Limit.

Your Transfer Limit will be set and reset under the following circumstances:

- a) On the Rider Effective Date;
- b) On the Contract Anniversary;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000]);
- d) When a Transfer to Other Account(s) has been made;
- e) When a Transfer from Other Account(s) has been made;
- f) On the birthday where the oldest Covered Life has attained an age that results in a new Age Band; and/or
- g) When there is a change in the Covered Life or Spousal Continuation.

PARTIAL SURRENDERS & TRANSFERS

Your Payment Base may be reduced by Partial Surrenders and/or Transfer(s) to Other Account(s) based on the circumstances described below:

1. Prior to the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Threshold Payment, Your Payment Base will be reduced on a dollar-for-dollar basis.
- b) For any Partial Surrender that first causes cumulative Partial Surrenders during the Contract Year to exceed the Threshold Payment, the adjustment is the dollar amount of the Partial Surrender that does not exceed the Threshold Payment. For the portion of the Partial Surrender that exceeds the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender during the Contract Year in excess of the Threshold Payment;

B = Contract Value immediately prior to the Partial Surrender; and

C = The Threshold Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- c) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

- d) Any remaining available Threshold Payment during a Contract Year may not be carried over to future Contract Years.

- e) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.
- f) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

- g) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

- h) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

2. After the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Lifetime Benefit Payment, Your Payment Base will not be reduced.
- b) For cumulative Partial Surrenders during the Contract Year that exceed the Lifetime Benefit Payment that were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, Your Payment Base will not be reduced.
- c) For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Lifetime Benefit Payment, and the RMD exception above does not apply, We will reduce Your Payment Base by the following factor with respect to that portion of Your Partial Surrender that exceeds the current Lifetime Benefit Payment:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender(s) during the Contract Year in excess of the current Lifetime Benefit Payment;

B = Contract Value immediately prior to the Partial Surrender(s); and

C = The current Lifetime Benefit Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the current Lifetime Benefit Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender(s); and

B = Contract Value immediately prior to the Partial Surrender(s).

- e) Any remaining available Lifetime Benefit Payment during a Contract Year may not be carried over to future Contract Years.

- f) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.

- g) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year.

If C results in a negative number, C becomes zero.

- h) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

- i) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

The following are the effects of a Covered Life change if Your spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

The Covered Life will be re-determined on the date of the Spousal Continuation.

1. If the age of the new Covered Life is greater than the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter.
2. If the age of the new Covered Life is less than or equal to the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, then either of the below will apply as follows:
 - a) If this rider is not currently available for sale, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider with respect to all benefits, at the Rider Charge that is then currently being assessed. The following actions shall also take place:
 - i) The Payment Base and the Bonus Base will be set equal to the Contract Value on the effective Valuation Day of the Spousal Continuation.
 - ii) The Deferral Bonus feature will continue, if applicable.
 - iii) The Bonus Period will not reset; the Bonus Period will continue uninterrupted.
 - iv) The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and Withdrawal Percentage will be recalculated on the effective Valuation Day of the Spousal Continuation based on the oldest Covered Life's attained age on the effective Valuation Day of the Spousal Continuation. The Lifetime Benefit Payment, Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the trade date of the Spousal Continuation multiplied by the WP. The full amount of the recalculated Lifetime Benefit Payment, or Threshold Payment, and Transfer Limit, will be available for the remainder of the Contract Year.

COVERED LIFE CHANGE

Any Contract change which causes a change in the Covered Life may result in the recalculation or termination of the benefits provided under this rider. The following are the effects of a change in a Covered Life:

1. If the attained age of the oldest Covered Life on the effective Valuation Day of the Covered Life change is greater than the Maximum Rider Issue Age, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
2. If the attained age of the oldest Covered Life on the effective Valuation Day of the Covered Life change is less than or equal to the Maximum Rider Issue Age, the following options apply:
 - a) Covered Life changes within the first [6] months from the Contract Issue Date will have no impact on the Payment Base or the Bonus Base. The Lifetime Benefit Payment, Threshold Payment, if applicable, Withdrawal Percentage, and Transfer Limit will be recalculated using the oldest Covered Life's attained age on the effective Valuation Day of the Covered Life change.
 - b) Covered Life changes after the first [6] months from the Contract Issue Date will cause a recalculation of the rider benefits as follows:
 - (i) If this rider is not currently available for sale, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
 - (ii) If this rider is currently available for sale, We will continue the then existing rider with respect to all benefits at the Rider Charge that is then currently being assessed.

The Payment Base will be recalculated to the lesser of the Contract Value or the Payment Base on the effective Valuation Day of the Covered Life change.

The Bonus Base will be recalculated to the lesser of the Contract Value or the Bonus Base on the effective Valuation Day of the Covered Life change, if applicable. If a Partial Surrender had been taken or there had been a Transfer to Other Account(s) prior to the date of the Covered Life change, the Deferral Bonus feature will no longer apply.

The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and the Withdrawal Percentage will be recalculated on the date of the Covered Life Change based on the oldest Covered Life's attained age on the effective Valuation Day of the change. The Lifetime Benefit Payment, the Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the effective Valuation Date of the Covered Life Change multiplied by the WP.

If after the above resets, the new Lifetime Benefit Payment, Threshold Payment, as applicable, or Transfer Limit exceeds the sum of prior withdrawals or Transfer(s) to Other Account(s) made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
8. Notwithstanding anything to the contrary within Your Contract, You must obtain Our prior approval to make any Premium Payments after the [1st] Contract Anniversary after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Contract minimum rule stated under Your Contract or (ii) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Surrender, Your Contract Value is reduced below (x) an amount equal to the greater of the Contract minimum rule stated under Your Contract or (y) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, other investment option(s) approved by Us.
 - c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.

2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:
 - a) You will receive Your then current Lifetime Benefit Payment, which will be equal to Your Lifetime Benefit Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
 - b) Ongoing Lifetime Benefit Payments will no longer reduce Your Contract Value.
 - c) We will no longer accept subsequent Premium Payments or Transfer(s) from Other Account(s).
 - d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
 - e) Market increases on each Contract Anniversary will no longer apply.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Surrenders within a Contract Year are requested in excess of the Lifetime Benefit Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCATION/TERMINATION

You may not revoke this rider. We may terminate this rider based on the following events or circumstances:

- (a) Upon the Rider Maturity Date;
- (b) You assign the Contract or any of Your rights;
- (c) You or any subsequent Covered Life violate the Issuance Rules;
- (d) You violate the Investment Restrictions;
- (e) Your Contract Value falls below our Minimum Amount Rule;
- (f) You violate the terms of the Contract or any other rider;
- (g) You ask for a change of Covered Life in violation of the rider's restrictions;
- (h) You ask for Spousal Continuation in violation of the rider's restrictions;
- (i) There is a full surrender of your Contract; and/or
- (j) A death benefit becomes payable on Your Contract.

If We terminate this rider, it cannot be re-elected by You with another Covered Life.

On the date this rider is terminated, a prorated portion of this Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (h) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

CONTRACT AGGREGATION

For purposes of determining the guaranteed benefits under this rider, We reserve the right to treat one or more deferred variable annuity contracts issued by Us (or Our affiliates) to You with this rider attached as one contract.

ISSUANCE RULES

The issuance of this rider is subject to the terms specified in the Covered Life definition on page 1 of this rider.

This rider is not available if any Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard annuitization rules or the payment of the Lifetime Benefit Payment or Threshold Payment, as the case may be, may continue under the Life Annuity option. The Contract Value need not be below Our Minimum Amount Rules at the Annuity Commencement Date for the Contract Owner(s) to select the Life Annuity option.

ASSIGNMENT

Notwithstanding anything herein or within Your Contract possibly to the contrary, neither the Contract (including this rider) nor any of Your rights and benefits hereunder may be assigned, pledged or securitized.

RIDER CHARGE

The Rider Charge will never be less than the minimum Rider Charge of [0.50%] nor exceed the maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Contract Anniversary based on Your Payment Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s). If We increase the Rider Charge, We may allow You to refuse to accept the increase and waive Your future Market Increases and/or Deferral Bonus(es), if applicable.

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

If this rider is terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the Payment Base prior to the revocation or termination, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon any of the following events:

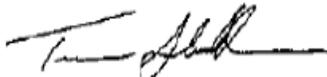
- (a) the Rider Maturity Date;
- (b) the Annuity Commencement Date; or
- (c) upon the death of a Covered Life or Annuitant.

Signed for **Hartford Life Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

GUARANTEED MINIMUM WITHDRAWAL BENEFIT PLUS RIDER II-2 (Single Life)

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides lifetime guaranteed minimum withdrawal benefits with possible Market Increases and a Deferral Bonus to the Payment Base.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Annual Payment Base Cap – The maximum annual percentage that the Payment Base may be increased by due to a Market Increase or Deferral Bonus is [Not Applicable].

Bonus Base – The basis for determining the Deferral Bonus.

Bonus Period – The Bonus Period commences on the Rider Effective Date. The Bonus Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, (b) the Valuation Day that You take Your first Partial Surrender (including Your first Lifetime Benefit Payment or Threshold Payment); or (c) the Valuation Day that You first transfer any Contract Value to Other Account(s) in excess of the Transfer Limit. Once the Bonus Period ends, it cannot be re-started.

Covered Life - Any Contract Owner, if a person or, if the Contract Owner is not a natural person, the Annuitant.

Deferral Bonus - The sum We will add to Your Payment Base on each Contract Anniversary during the effective Bonus Period when a Market Increase does not occur on such Contract Anniversary.

Lifetime Benefit Payment - A Partial Surrender equal to the applicable Withdrawal Percentage multiplied by the Payment Base taken during any Contract Year on or after the Lifetime Income Eligibility Date.

Lifetime Income Eligibility Date - The Valuation Day when the oldest Covered Life has an attained age of [59 1/2].

Market Increase - A potential increase to Your Payment Base equal to the Contract Value prior to the deduction of the Rider Charge due to market performance. A potential increase to Your Payment Base is determined on each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday.

Maximum Rider Issue Age – No Covered Life may be [81] years old or older on the Rider Effective Date.

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

Partial Surrender - Any withdrawal of Contract Value which may be subject to charges, if applicable.

Payment Base - The basis for determining the Threshold Payment, Lifetime Benefit Payment, Transfer Limit, and Rider Charge.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Rider Maturity Date - The last to occur of the following: (a) the Valuation Day that We receive Due Proof of Death of the Contract Owner, joint Contract Owner or Annuitant; or (b) Annuity Commencement Date.

Threshold Payment – A Partial Surrender equal to [4%] multiplied by the Payment Base taken during any Contract Year prior to the Lifetime Income Eligibility Date.

Transfer Limit – An amount used to determine the change in the Payment Base and Bonus Base, if applicable, following a Transfer to Other Account(s) in any Contract Year.

Withdrawal Percentage – The percentage of Your Payment Base that You may withdraw in the form of a Lifetime Benefit Payment. Your Withdrawal Percentage is set based on the attained age of the oldest Covered Life based on the following schedule:

Relevant Covered Life's Attained Age (Age Band)	Withdrawal Percentage
[59 ½ - 64	[4%
65 – 90+]	5%]

The Withdrawal Percentage will be set at the time of Your first Lifetime Benefit Payment or Partial Surrender based on the attained age of the oldest Covered Life. Your Withdrawal Percentage may increase based on the current attained age of the oldest Covered Life if You have not taken any Partial Surrenders. The Withdrawal Percentage will reset based on the current attained age of the oldest Covered Life provided there is a Market Increase and a new age band has been reached.

PAYMENT BASE

If You elect this rider on the Contract Issue Date, then Your initial Payment Base is equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Payment Base is equal to Your Contract Value as of the Rider Effective Date. Your Payment Base is calculated without deduction for sales charges, if any.

Your Payment Base may be reset each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday. The reset is equal to the greater of (A) or the sum of (B) and (C); subject to a maximum (D) where:

A = Market Increase.

B = Your current Payment Base.

C = The Deferral Bonus, if applicable.

D = Your Current Payment Base * (1 + Annual Payment Base Cap), if applicable.

Your Payment Base may be increased when any of the following events occur:

- a) Subsequent Premium Payments are made;
- b) Transfer(s) from Other Account(s) are made; and/or
- c) Contract Anniversary.

In no event shall Your Payment Base exceed [\$5,000,000].

Your Payment Base may be decreased when You take Partial Surrenders or make Transfer(s) into Other Account(s) in accordance with the provisions captioned in the "Partial Surrenders & Transfers" section below.

DEFERRAL BONUS

On each Contract Anniversary during the effective Bonus Period, We may apply a Deferral Bonus to Your Payment Base. The Deferral Bonus will equal [6%] of the Bonus Base, as of the Valuation Day prior to each Contract Anniversary during the effective Bonus Period. The Deferral Bonus percentage will not change during the effective Bonus Period.

If You elect this rider on the Contract Issue Date, then Your initial Bonus Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Bonus Base is Your Contract Value as of the Rider Effective Date. Your Bonus Base is calculated without deduction for charges, if any.

Your Bonus Base will be reset on each Contract Anniversary during the effective Bonus Period to equal to the greater of:

- a) Payment Base when a Market Increase to the Payment Base occurs; or
- b) Your Bonus Base on the Valuation Day prior to each Contract Anniversary during the effective Bonus Period;

Your Bonus Base is increased by the dollar amount of:

- a) Subsequent Premium Payments; and/or
- b) Transfer(s) from Other Account(s)

that are made during the effective Bonus Period.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Bonus Period that are equal to or less than the Transfer Limit, Your Bonus Base will be reduced on a dollar-for-dollar basis.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Bonus Period that are greater than the Transfer Limit, such Transfers will cause the Bonus Period to end and the Bonus Base becomes zero.

LIFETIME BENEFIT PAYMENT

Your Lifetime Benefit Payment is equal to Your applicable Withdrawal Percentage multiplied by Your then current Payment Base.

Your Lifetime Benefit Payment will be set on the later of Your Rider Effective Date or the Lifetime Income Eligibility Date. Your Lifetime Benefit Payment prior to the Rider Maturity Date may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) On the birthday where the oldest Covered Life has attained an age that results in a new Age Band;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000]);
- d) When a Transfer from Other Account(s) has been made;
- e) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- f) When there is a change in the Covered Life or Spousal Continuation.

If Your Lifetime Benefit Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Benefit Payment.

THRESHOLD PAYMENT

Your Threshold Payment is equal to [4%] multiplied by Your then current Payment Base. Your Threshold Payment will cease on the Lifetime Income Eligibility Date whereupon Lifetime Benefit Payments will be available to You.

Your Threshold Payment will be set on the Your Rider Effective Date and may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000]);
- c) When a Transfer from Other Account(s) has been made;
- d) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- e) When there is a change in the Covered Life or Spousal Continuation.

If Your Threshold Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Threshold Payment.

TRANSFER LIMIT

The Transfer Limit is used to determine the change in the Payment Base and Bonus Base following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit will equal Your applicable Withdrawal Percentage multiplied by Your then current Payment Base. The terms of this rider shall prevail in the event of a conflict between the terms of this rider and any other concurrent rider with respect to the Transfer Limit.

Your Transfer Limit will be set and reset under the following circumstances:

- a) On the Rider Effective Date;
- b) On the Contract Anniversary;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000]);
- d) When a Transfer to Other Account(s) has been made;
- e) When a Transfer from Other Account(s) has been made;
- f) On the birthday where the oldest Covered Life has attained an age that results in a new Age Band; and/or
- g) When there is a change in the Covered Life or Spousal Continuation.

PARTIAL SURRENDERS & TRANSFERS

Your Payment Base may be reduced by Partial Surrenders and/or Transfer(s) to Other Account(s) based on the circumstances described below:

1. Prior to the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Threshold Payment, Your Payment Base will be reduced on a dollar-for-dollar basis.
- b) For any Partial Surrender that first causes cumulative Partial Surrenders during the Contract Year to exceed the Threshold Payment, the adjustment is the dollar amount of the Partial Surrender that does not exceed the Threshold Payment. For the portion of the Partial Surrender that exceeds the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender during the Contract Year in excess of the Threshold Payment;

B = Contract Value immediately prior to the Partial Surrender; and

C = The Threshold Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- c) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

- d) Any remaining available Threshold Payment during a Contract Year may not be carried over to future Contract Years.

- e) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.
- f) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

- A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;
- B = Contract Value immediately prior to the Transfer to Other Account(s); and
- C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

- g) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

- A = The amount of the Transfer to Other Account(s); and
- B = Contract Value immediately prior to the Transfer to Other Account(s).

- h) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

2. After the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Lifetime Benefit Payment, Your Payment Base will not be reduced.
- b) For cumulative Partial Surrenders during the Contract Year that exceed the Lifetime Benefit Payment that were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, Your Payment Base will not be reduced.
- c) For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Lifetime Benefit Payment, and the RMD exception above does not apply, We will reduce Your Payment Base by the following factor with respect to that portion of Your Partial Surrender that exceeds the current Lifetime Benefit Payment:

1 - (A/(B-C)) where:

- A = The amount of the Partial Surrender(s) during the Contract Year in excess of the current Lifetime Benefit Payment;
- B = Contract Value immediately prior to the Partial Surrender(s); and
- C = The current Lifetime Benefit Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the current Lifetime Benefit Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender(s); and

B = Contract Value immediately prior to the Partial Surrender(s).

- e) Any remaining available Lifetime Benefit Payment during a Contract Year may not be carried over to future Contract Years.
- f) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.
- g) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year.

If C results in a negative number, C becomes zero.

- h) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

- i) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

The following are the effects of a Covered Life change if Your spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

The Covered Life will be re-determined on the date of the Spousal Continuation.

1. If the age of the new Covered Life is greater than the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter.
2. If the age of the new Covered Life is less than or equal to the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, then either of the below will apply as follows:
 - a) If this rider is not currently available for sale, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider with respect to all benefits, at the Rider Charge that is then currently being assessed. The following actions shall also take place:
 - i) The Payment Base and the Bonus Base will be set equal to the Contract Value on the effective Valuation Day of the Spousal Continuation.
 - ii) The Deferral Bonus feature will continue, if applicable.
 - iii) The Bonus Period will not reset; the Bonus Period will continue uninterrupted.
 - iv) The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and Withdrawal Percentage will be recalculated on the effective Valuation Day of the Spousal Continuation based on the oldest Covered Life's attained age on the effective Valuation Day of the Spousal Continuation. The Lifetime Benefit Payment, Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the trade date of the Spousal Continuation multiplied by the WP. The full amount of the recalculated Lifetime Benefit Payment, or Threshold Payment, and Transfer Limit, will be available for the remainder of the Contract Year.

COVERED LIFE CHANGE

Any Contract change which causes a change in the Covered Life may result in the recalculation or termination of the benefits provided under this rider. The following are the effects of a change in a Covered Life:

1. If the attained age of the oldest Covered Life on the effective Valuation Day of the Covered Life change is greater than the Maximum Rider Issue Age, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
2. If the attained age of the oldest Covered Life on the effective Valuation Day of the Covered Life change is less than or equal to the Maximum Rider Issue Age, the following options apply:
 - a) Covered Life changes within the first [6] months from the Contract Issue Date will have no impact on the Payment Base or the Bonus Base. The Lifetime Benefit Payment, Threshold Payment, if applicable, Withdrawal Percentage, and Transfer Limit will be recalculated using the oldest Covered Life's attained age on the effective Valuation Day of the Covered Life change.
 - b) Covered Life changes after the first [6] months from the Contract Issue Date will cause a recalculation of the rider benefits as follows:
 - (i) If this rider is not currently available for sale, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
 - (ii) If this rider is currently available for sale, We will continue the then existing rider with respect to all benefits at the Rider Charge that is then currently being assessed.

The Payment Base will be recalculated to the lesser of the Contract Value or the Payment Base on the effective Valuation Day of the Covered Life change.

The Bonus Base will be recalculated to the lesser of the Contract Value or the Bonus Base on the effective Valuation Day of the Covered Life change, if applicable. If a Partial Surrender had been taken or there had been a Transfer to Other Account(s) prior to the date of the Covered Life change, the Deferral Bonus feature will no longer apply.

The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and the Withdrawal Percentage will be recalculated on the date of the Covered Life Change based on the oldest Covered Life's attained age on the effective Valuation Day of the change. The Lifetime Benefit Payment, the Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the effective Valuation Date of the Covered Life Change multiplied by the WP.

If after the above resets, the new Lifetime Benefit Payment, Threshold Payment, as applicable, or Transfer Limit exceeds the sum of prior withdrawals or Transfer(s) to Other Account(s) made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
8. Notwithstanding anything to the contrary within Your Contract, You must obtain Our prior approval to make any Premium Payments after the [1st] Contract Anniversary after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Contract minimum rule stated under Your Contract or (ii) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Surrender, Your Contract Value is reduced below (x) an amount equal to the greater of the Contract minimum rule stated under Your Contract or (y) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, other investment option(s) approved by Us.
 - c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.
2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:
 - a) You will receive Your then current Lifetime Benefit Payment, which will be equal to Your Lifetime Benefit Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
 - b) Ongoing Lifetime Benefit Payments will no longer reduce Your Contract Value.
 - c) We will no longer accept subsequent Premium Payments or Transfer(s) from Other Account(s).
 - d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
 - e) Market increases on each Contract Anniversary will no longer apply.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Surrenders within a Contract Year are requested in excess of the Lifetime Benefit Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCACTION/TERMINATION

You may not revoke this rider. We may terminate this rider based on the following events or circumstances:

- (a) Upon the Rider Maturity Date;
- (b) You assign the Contract or any of Your rights;
- (c) You or any subsequent Covered Life violate the Issuance Rules;
- (d) You violate the Investment Restrictions;
- (e) Your Contract Value falls below our Minimum Amount Rule;
- (f) You violate the terms of the Contract or any other rider;
- (g) You ask for a change of Covered Life in violation of the rider's restrictions;
- (h) You ask for Spousal Continuation in violation of the rider's restrictions;
- (i) There is a full surrender of your Contract; and/or
- (j) A death benefit becomes payable on Your Contract.

If We terminate this rider, it cannot be re-elected by You with another Covered Life.

On the date this rider is terminated, a prorated portion of this Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (h) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

CONTRACT AGGREGATION

For purposes of determining the guaranteed benefits under this rider, We reserve the right to treat one or more deferred variable annuity contracts issued by Us (or Our affiliates) to You with this rider attached as one contract.

ISSUANCE RULES

The issuance of this rider is subject to the terms specified in the Covered Life definition on page 1 of this rider.

This rider is not available if any Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard annuitization rules or the payment of the Lifetime Benefit Payment or Threshold Payment, as the case may be, may continue under the Life Annuity option. The Contract Value need not be below Our Minimum Amount Rules at the Annuity Commencement Date for the Contract Owner(s) to select the Life Annuity option.

ASSIGNMENT

Notwithstanding anything herein or within Your Contract possibly to the contrary, neither the Contract (including this rider) nor any of Your rights and benefits hereunder may be assigned, pledged or securitized.

RIDER CHARGE

The Rider Charge will never be less than the minimum Rider Charge of [0.50%] nor exceed the maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Contract Anniversary based on Your Payment Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s). If We increase the Rider Charge, We may allow You to refuse to accept the increase and waive Your future Market Increases and/or Deferral Bonus(es), if applicable.

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

If this rider is terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the Payment Base prior to the revocation or termination, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon any of the following events:

- (a) the Rider Maturity Date;
- (b) the Annuity Commencement Date; or
- (c) upon the death of a Covered Life or Annuitant.

Signed for **Hartford Life Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER II-2 (Joint Life/Spousal)

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides lifetime guaranteed minimum withdrawal benefits with possible Market Increases and a Deferral Bonus to the Payment Base.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Annual Payment Base Cap – The maximum annual percentage that the Payment Base may be increased by due to a Market Increase or Deferral Bonus is [Not Applicable].

Bonus Base – The basis for determining the Deferral Bonus.

Bonus Period – The Bonus Period commences on the Rider Effective Date. The Bonus Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, (b) the Valuation Day that You take Your first Partial Surrender (including Your first Lifetime Benefit Payment or Threshold Payment); or (c) the Valuation Day that You first transfer any Contract Value to Other Account(s) in excess of the Transfer Limit. Once the Bonus Period ends, it cannot be re-started.

Covered Life - The Contract Owner (provided the Contract Owner is a person) and the Contract Owner's spouse (provided the spouse is a joint Contract Owner or Beneficiary who is eligible for spousal continuance). The Annuitant (provided the Contract Owner is not a natural person) and the Annuitant's spouse (provided the spouse is a Beneficiary who is eligible for spousal continuance).

Deferral Bonus - The sum We will add to Your Payment Base on each Contract Anniversary during the effective Bonus Period when a Market Increase does not occur on such Contract Anniversary.

Lifetime Benefit Payment - A Partial Surrender equal to the applicable Withdrawal Percentage multiplied by the Payment Base taken during any Contract Year on or after the Lifetime Income Eligibility Date.

Lifetime Income Eligibility Date - The Valuation Day when the youngest Covered Life has an attained age of [59 1/2].

Market Increase - A potential increase to Your Payment Base equal to the Contract Value prior to the deduction of the Rider Charge due to market performance. A potential increase to Your Payment Base is determined on each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday.

Maximum Rider Issue Age – No Covered Life may be [81] years old or older on the Rider Effective Date.

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

Partial Surrender - Any withdrawal of Contract Value which may be subject to charges, if applicable.

Payment Base - The basis for determining the Threshold Payment, Lifetime Benefit Payment, Transfer Limit, and Rider Charge.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Rider Maturity Date - The last to occur of the following: (a) the Valuation Day that We receive Due Proof of Death of the Contract Owner, joint Contract Owner or Annuitant; or (b) Annuity Commencement Date.

Threshold Payment – A Partial Surrender equal to [4%] multiplied by the Payment Base taken during any Contract Year prior to the Lifetime Income Eligibility Date.

Transfer Limit – An amount used to determine the change in the Payment Base and Bonus Base, if applicable, following a Transfer to Other Account(s) in any Contract Year.

Withdrawal Percentage – The percentage of Your Payment Base that You may withdraw in the form of a Lifetime Benefit Payment. Your Withdrawal Percentage is set based on the attained age of the youngest Covered Life based on the following schedule:

Relevant Covered Life's Attained Age (Age Band)	Withdrawal Percentage
[59 ½ - 64	[4%
65 – 90+]	5%]

The Withdrawal Percentage will be set at the time of Your first Lifetime Benefit Payment or Partial Surrender based on the attained age of the youngest Covered Life. Your Withdrawal Percentage may increase based on the current attained age of the youngest Covered Life if You have not taken any Partial Surrenders. The Withdrawal Percentage will reset based on the current attained age of the youngest Covered Life provided there is a Market Increase and a new age band has been reached.

PAYMENT BASE

If You elect this rider on the Contract Issue Date, then Your initial Payment Base is equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Payment Base is equal to Your Contract Value as of the Rider Effective Date. Your Payment Base is calculated without deduction for sales charges, if any.

Your Payment Base may be reset each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday. The reset is equal to the greater of (A) or the sum of (B) and (C); subject to a maximum (D) where:

A = Market Increase.

B = Your current Payment Base.

C = The Deferral Bonus, if applicable.

D = Your Current Payment Base * (1 + Annual Payment Base Cap), if applicable.

Your Payment Base may be increased when any of the following events occur:

- a) Subsequent Premium Payments are made;
- b) Transfers from Other Account(s) are made; and/or
- c) Contract Anniversary.

In no event shall Your Payment Base exceed [\$5,000,000].

Your Payment Base may be decreased when You take Partial Surrenders or make Transfers into Other Account(s) in accordance with the provisions captioned in the "Partial Surrenders & Transfers" section below.

DEFERRAL BONUS

On each Contract Anniversary during the effective Bonus Period, We may apply a Deferral Bonus to Your Payment Base. The Deferral Bonus will equal [5%] of the Bonus Base, as of the Valuation Day prior to each Contract Anniversary during the effective Bonus Period. The Deferral Bonus percentage will not change during the effective Bonus Period.

If You elect this rider on the Contract Issue Date, then Your initial Bonus Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Bonus Base is Your Contract Value as of the Rider Effective Date. Your Bonus Base is calculated without deduction for charges, if any.

Your Bonus Base will be reset on each Contract Anniversary during the effective Bonus Period to equal to the greater of:

- a) Payment Base when a Market Increase to the Payment Base occurs; or
- b) Your Bonus Base on the Valuation Day prior to each Contract Anniversary during the effective Bonus Period;

Your Bonus Base is increased by the dollar amount of:

- a) Subsequent Premium Payments; and/or
- b) Transfer(s) from Other Account(s)

that are made during the effective Bonus Period.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Bonus Period that are equal to or less than the Transfer Limit, Your Bonus Base will be reduced on a dollar-for-dollar basis.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Bonus Period that are greater than the Transfer Limit, such Transfers will cause the Bonus Period to end and the Bonus Base becomes zero.

LIFETIME BENEFIT PAYMENT

Your Lifetime Benefit Payment is equal to Your applicable Withdrawal Percentage multiplied by Your then current Payment Base.

Your Lifetime Benefit Payment will be set on the later of Your Rider Effective Date or the Lifetime Income Eligibility Date. Your Lifetime Benefit Payment prior to the Rider Maturity Date may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) On the birthday where the youngest Covered Life has attained an age that results in a new Age Band;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- d) When a Transfer from Other Account(s) has been made;
- e) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- f) When there is a change in the Covered Life or Spousal Continuation.

If Your Lifetime Benefit Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Benefit Payment.

THRESHOLD PAYMENT

Your Threshold Payment is equal to [4%] multiplied by Your then current Payment Base. Your Threshold Payment will cease on the Lifetime Income Eligibility Date whereupon Lifetime Benefit Payments will be available to You.

Your Threshold Payment will be set on the Your Rider Effective Date and may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- c) When a Transfer from Other Account(s) has been made;
- d) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- e) When there is a change in the Covered Life or Spousal Continuation.

If Your Threshold Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Threshold Payment.

TRANSFER LIMIT

The Transfer Limit is used to determine the change in the Payment Base and Bonus Base following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit will equal Your applicable Withdrawal Percentage multiplied by Your then current Payment Base. The terms of this rider shall prevail in the event of a conflict between the terms of this rider and any other concurrent rider with respect to the Transfer Limit.

Your Transfer Limit will be set and reset under the following circumstances:

- a) On the Rider Effective Date
- b) On the Contract Anniversary;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- d) When a Transfer to Other Account(s) has been made;
- e) When a Transfer from Other Account(s) has been made;
- f) On the birthday where the youngest Covered Life has attained an age that results in a new Age Band; and/or
- g) When there is a change in the Covered Life or Spousal Continuation.

PARTIAL SURRENDERS & TRANSFERS

Your Payment Base may be reduced by Partial Surrenders and/or Transfer(s) to Other Account(s) based on the circumstances described below:

1. Prior to the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Threshold Payment, Your Payment Base will be reduced on a dollar-for-dollar basis.
- b) For any Partial Surrender that first causes cumulative Partial Surrenders during the Contract Year to exceed the Threshold Payment, the adjustment is the dollar amount of the Partial Surrender that does not exceed the Threshold Payment. For the portion of the Partial Surrender that exceeds the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender during the Contract Year in excess of the Threshold Payment;

B = Contract Value immediately prior to the Partial Surrender; and

C = The Threshold Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- c) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

- d) Any remaining available Threshold Payment during a Contract Year may not be carried over to future Contract Years.
- e) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.
- f) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:
 - 1 - (A/(B-C)) where:
 - A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;
 - B = Contract Value immediately prior to the Transfer to Other Account(s); and
 - C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.
- g) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:
 - 1 - (A/B) where:
 - A = The amount of the Transfer to Other Account(s); and
 - B = Contract Value immediately prior to the Transfer to Other Account(s).
- h) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

2. After the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Lifetime Benefit Payment, Your Payment Base will not be reduced.
- b) For cumulative Partial Surrenders during the Contract Year that exceed the Lifetime Benefit Payment that were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, Your Payment Base will not be reduced.
- c) For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Lifetime Benefit Payment, and the RMD exception above does not apply, We will reduce Your Payment Base by the following factor with respect to that portion of Your Partial Surrender that exceeds the current Lifetime Benefit Payment:
 - 1 - (A/(B-C)) where:
 - A = The amount of the Partial Surrender(s) during the Contract Year in excess of the current Lifetime Benefit Payment;
 - B = Contract Value immediately prior to the Partial Surrender(s); and
 - C = The current Lifetime Benefit Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the current Lifetime Benefit Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender(s); and

B = Contract Value immediately prior to the Partial Surrender(s).

- e) Any remaining available Lifetime Benefit Payment during a Contract Year may not be carried over to future Contract Years.
- f) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.
- g) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

- h) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

- i) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

The following are the effects of a Covered Life change if Your spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

1. The surviving spouse becomes the new Contract Owner and the new Covered Life on the effective Valuation Day of the spousal continuation.
2. The surviving spouse may continue the Contract and We will continue this rider with respect to all benefits, at the then current Rider Charge.
3. The Payment Base will be set equal to the greater of the Contract Value or the Payment Base on the continuation date.
4. The Bonus Base will be set equal to the greater of the Contract Value or the Bonus Base on the continuation date.

5. The Deferral Bonus feature will continue, if applicable.
6. The Bonus Period will not reset; the Bonus Period will continue uninterrupted.
7. The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and Withdrawal Percentage will be recalculated on the continuation date based on the youngest Covered Life's attained age on the effective Valuation Day of the spousal continuation. The Lifetime Benefit Payment, Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the trade date of the spousal continuation multiplied by the Withdrawal Percentage. The full amount of the recalculated Lifetime Benefit Payment, or Threshold Payment, and Transfer Limit, will be available for the remainder of the Contract Year.
8. If there was a Partial Surrender since the Rider Effective Date, the Withdrawal Percentage will remain at the current percentage. If there has not been a Partial Surrender since the Rider Effective Date, the Withdrawal Percentage will be based on the attained age of the remaining Covered Life at the time of Spousal Continuation.
9. The Contract Owner may not name a new Contract Owner.
10. The Contract Owner may name a new Beneficiary.
11. This rider will terminate upon the death of the surviving Covered Life.
12. If the age of the new Covered Life is greater than the Maximum Rider Issue Age at the time of the continuation, We will terminate this rider.

COVERED LIFE CHANGE

Any Contract change which causes a change in the Covered Life may result in the recalculation or termination of the benefits provided under this rider. The following are the effects of a change in a Covered Life:

1. If the attained age of the oldest Covered Life on the effective Valuation Day of the Covered Life change is greater than the Maximum Rider Issue Age, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
2. If the attained age of the oldest Covered Life in effect on the effective Valuation Day of the Covered Life change is less than or equal to the Maximum Rider Issue Age, the following options apply:
 - a) Covered Life changes within the first [6] months from the Contract Issue Date will have no impact on the Payment Base or the Bonus Base. The Lifetime Benefit Payment, Threshold Payment, if applicable, Withdrawal Percentage, and Transfer Limit will be recalculated using the youngest Covered Life's attained age on the effective Valuation Day of the Covered Life change.
 - b) Covered Life changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits if:
3. You and Your Spouse are no longer married, for reasons other than death, then Covered Life Changes may occur as follows:
 - a) If Partial Surrender(s) have not been made, You may remove Your former spouse as a Covered Life, and replace such spouse with Your new spouse, if applicable. Upon making this change, the Covered Life will be reset as of the date of such change, and there will be no impact to the Payment Base and Bonus Base. The Withdrawal Percentage will be based on the youngest Covered Life. The Lifetime Benefit Payment, the Threshold Payment and the Transfer Limit, if applicable will be equal to the Withdrawal Percentage multiplied by the Payment Base as of the date of the Covered Life change.
 - b) If Partial Surrender(s) have been made, then You may remove Your former spouse as a Covered Life. Upon making this change, the Covered Life will be reset as of the date of such change, and there will be no impact to the Payment Base and Bonus Base. The Withdrawal Percentage will be based on the remaining Covered Life. The Lifetime Benefit Payment, the Threshold Payment and the Transfer Limit, if applicable will be equal to the Withdrawal Percentage multiplied by the Payment Base as of the date of the Covered Life change.

Any other change causes a change in the Covered Life, then We will terminate this Rider. The Rider Charge is assessed on termination date, and then will no longer be assessed.

If after the above resets, the new Lifetime Benefit Payment, Threshold Payment, as applicable, or Transfer Limit exceeds the sum of prior withdrawals or Transfers to Other Account(s) made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
8. Notwithstanding anything to the contrary within Your Contract, You must obtain Our prior approval to make any Premium Payments after the [1st] Contract Anniversary after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Contract minimum rule stated under Your Contract or (ii) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Surrender, Your Contract Value is reduced below (x) an amount equal to the greater of the Contract minimum rule stated under Your Contract or (y) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, other investment option(s) approved by Us.
 - c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.
2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:
 - a) You will receive Your then current Lifetime Benefit Payment, which will be equal to Your Lifetime Benefit Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
 - b) Ongoing Lifetime Benefit Payments will no longer reduce Your Contract Value.
 - c) We will no longer accept subsequent Premium Payments or Transfers from Other Account(s).
 - d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
 - e) Payment Base increases on each Contract Anniversary will no longer apply.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Surrenders within a Contract Year are requested in excess of the Lifetime Benefit Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCATION/TERMINATION

You may not revoke this rider. We may terminate this rider based on the following events or circumstances:

- (a) Upon the Rider Maturity Date;
- (b) You assign the Contract or any of Your rights;
- (c) You or any subsequent Covered Life violate the Issuance Rules;
- (d) You violate the Investment Restrictions;
- (e) Your Contract Value falls below our Minimum Amount Rule;
- (f) You violate the terms of the Contract or any other rider;
- (g) You ask for a change of Covered Life in violation of the rider's restrictions;
- (h) You ask for Spousal Continuation in violation of the rider's restrictions;
- (i) There is a full surrender of your Contract; and/or
- (j) A death benefit becomes payable on Your Contract.

If We terminate this rider, it cannot be re-elected by You with another Covered Life.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (h) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

CONTRACT AGGREGATION

For purposes of determining the guaranteed benefits under this rider, We reserve the right to treat one or more deferred variable annuity contracts issued by Us (or Our affiliates) to You with this rider attached as one contract.

ISSUANCE RULES

The issuance of this rider is subject to the terms specified in the Covered Life definition on page 1 of this rider.

This rider is not available if any Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard annuitization rules or the payment of the Lifetime Benefit Payment or Threshold Payment, as the case may be, may continue under the Joint and Last Survivor Life Annuity option. The Contract Value need not be below Our Minimum Amount Rules at the Annuity Commencement Date for the Contract Owner(s) to select the Joint and Last Survivor Life Annuity option.

ASSIGNMENT

Notwithstanding anything herein or within Your Contract possibly to the contrary, neither the Contract (including this rider) nor any of Your rights and benefits hereunder may be assigned, pledged or securitized.

RIDER CHARGE

The Rider Charge will never be less than the minimum Rider Charge of [0.50%] nor exceed the maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Contract Anniversary based on Your Payment Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s). If We increase the Rider Charge, We may allow You to refuse to accept the increase and waive Your future Market Increases and/or Deferral Bonus(es), if applicable.

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

If this rider is terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the Payment Base prior to the revocation or termination, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon any of the following events:

- (a) the Rider Maturity Date;
- (b) the Annuity Commencement Date;
- (c) upon the death of a Covered Life or Annuitant.

Signed for **Hartford Life Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT PLUS RIDER II-2
(Joint Life/Spousal)**

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides lifetime guaranteed minimum withdrawal benefits with possible Market Increases and a Deferral Bonus to the Payment Base.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Annual Payment Base Cap – The maximum annual percentage that the Payment Base may be increased by due to a Market Increase or Deferral Bonus is [Not Applicable].

Bonus Base – The basis for determining the Deferral Bonus.

Bonus Period – The Bonus Period commences on the Rider Effective Date. The Bonus Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, (b) the Valuation Day that You take Your first Partial Surrender (including Your first Lifetime Benefit Payment or Threshold Payment); or (c) the Valuation Day that You first transfer any Contract Value to Other Account(s) in excess of the Transfer Limit. Once the Bonus Period ends, it cannot be re-started.

Covered Life - The Contract Owner (provided the Contract Owner is a person) and the Contract Owner's spouse (provided the spouse is a joint Contract Owner or Beneficiary who is eligible for spousal continuance). The Annuitant (provided the Contract Owner is not a natural person) and the Annuitant's spouse (provided the spouse is a Beneficiary who is eligible for spousal continuance).

Deferral Bonus - The sum We will add to Your Payment Base on each Contract Anniversary during the effective Bonus Period when a Market Increase does not occur on such Contract Anniversary.

Lifetime Benefit Payment - A Partial Surrender equal to the applicable Withdrawal Percentage multiplied by the Payment Base taken during any Contract Year on or after the Lifetime Income Eligibility Date.

Lifetime Income Eligibility Date - The Valuation Day when the youngest Covered Life has an attained age of [59 1/2].

Market Increase - A potential increase to Your Payment Base equal to the Contract Value prior to the deduction of the Rider Charge due to market performance. A potential increase to Your Payment Base is determined on each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday.

Maximum Rider Issue Age – No Covered Life may be [81] years old or older on the Rider Effective Date.

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

Partial Surrender - Any withdrawal of Contract Value which may be subject to charges, if applicable.

Payment Base - The basis for determining the Threshold Payment, Lifetime Benefit Payment, Transfer Limit, and Rider Charge.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Rider Maturity Date - The last to occur of the following: (a) the Valuation Day that We receive Due Proof of Death of the Contract Owner, joint Contract Owner or Annuitant; or (b) Annuity Commencement Date.

Threshold Payment – A Partial Surrender equal to [4%] multiplied by the Payment Base taken during any Contract Year prior to the Lifetime Income Eligibility Date.

Transfer Limit – An amount used to determine the change in the Payment Base and Bonus Base, if applicable, following a Transfer to Other Account(s) in any Contract Year.

Withdrawal Percentage – The percentage of Your Payment Base that You may withdraw in the form of a Lifetime Benefit Payment. Your Withdrawal Percentage is set based on the attained age of the youngest Covered Life based on the following schedule:

Relevant Covered Life's Attained Age (Age Band)	Withdrawal Percentage
[59 ½ - 64	[4%
65 – 90+]	5%]

The Withdrawal Percentage will be set at the time of Your first Lifetime Benefit Payment or Partial Surrender based on the attained age of the youngest Covered Life. Your Withdrawal Percentage may increase based on the current attained age of the youngest Covered Life if You have not taken any Partial Surrenders. The Withdrawal Percentage will reset based on the current attained age of the youngest Covered Life provided there is a Market Increase and a new age band has been reached.

PAYMENT BASE

If You elect this rider on the Contract Issue Date, then Your initial Payment Base is equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Payment Base is equal to Your Contract Value as of the Rider Effective Date. Your Payment Base is calculated without deduction for sales charges, if any.

Your Payment Base may be reset each Contract Anniversary commencing on the first Contract Anniversary and ending upon and including the Contract Anniversary immediately following the oldest Covered Life's [90th] birthday. The reset is equal to the greater of (A) or the sum of (B) and (C); subject to a maximum (D) where:

A = Market Increase.

B = Your current Payment Base.

C = The Deferral Bonus, if applicable.

D = Your Current Payment Base * (1 + Annual Payment Base Cap), if applicable.

Your Payment Base may be increased when any of the following events occur:

- a) Subsequent Premium Payments are made;
- b) Transfers from Other Account(s) are made; and/or
- c) Contract Anniversary.

In no event shall Your Payment Base exceed [\$5,000,000].

Your Payment Base may be decreased when You take Partial Surrenders or make Transfers into Other Account(s) in accordance with the provisions captioned in the "Partial Surrenders & Transfers" section below.

DEFERRAL BONUS

On each Contract Anniversary during the effective Bonus Period, We may apply a Deferral Bonus to Your Payment Base. The Deferral Bonus will equal [6%] of the Bonus Base, as of the Valuation Day prior to each Contract Anniversary during the effective Bonus Period. The Deferral Bonus percentage will not change during the effective Bonus Period.

If You elect this rider on the Contract Issue Date, then Your initial Bonus Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Bonus Base is Your Contract Value as of the Rider Effective Date. Your Bonus Base is calculated without deduction for charges, if any.

Your Bonus Base will be reset on each Contract Anniversary during the effective Bonus Period to equal to the greater of:

- a) Payment Base when a Market Increase to the Payment Base occurs; or
- b) Your Bonus Base on the Valuation Day prior to each Contract Anniversary during the effective Bonus Period;

Your Bonus Base is increased by the dollar amount of:

- a) Subsequent Premium Payments; and/or
- b) Transfer(s) from Other Account(s)

that are made during the effective Bonus Period.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Bonus Period that are equal to or less than the Transfer Limit, Your Bonus Base will be reduced on a dollar-for-dollar basis.

For cumulative Transfers to Other Account(s) during each Contract Year during the effective Bonus Period that are greater than the Transfer Limit, such Transfers will cause the Bonus Period to end and the Bonus Base becomes zero.

LIFETIME BENEFIT PAYMENT

Your Lifetime Benefit Payment is equal to Your applicable Withdrawal Percentage multiplied by Your then current Payment Base.

Your Lifetime Benefit Payment will be set on the later of Your Rider Effective Date or the Lifetime Income Eligibility Date. Your Lifetime Benefit Payment prior to the Rider Maturity Date may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) On the birthday where the youngest Covered Life has attained an age that results in a new Age Band;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- d) When a Transfer from Other Account(s) has been made;
- e) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- f) When there is a change in the Covered Life or Spousal Continuation.

If Your Lifetime Benefit Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Benefit Payment.

THRESHOLD PAYMENT

Your Threshold Payment is equal to [4%] multiplied by Your then current Payment Base. Your Threshold Payment will cease on the Lifetime Income Eligibility Date whereupon Lifetime Benefit Payments will be available to You.

Your Threshold Payment will be set on the Your Rider Effective Date and may thereafter reset based upon any or all of the following events:

- a) On the Contract Anniversary;
- b) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- c) When a Transfer from Other Account(s) has been made;
- d) When a Partial Surrender or a Transfer to Other Account(s) has been made; and/or
- e) When there is a change in the Covered Life or Spousal Continuation.

If Your Threshold Payment on Your most recent Contract Anniversary exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Threshold Payment.

TRANSFER LIMIT

The Transfer Limit is used to determine the change in the Payment Base and Bonus Base following a Transfer to Other Account(s) in any Contract Year. The Transfer Limit will equal Your applicable Withdrawal Percentage multiplied by Your then current Payment Base. The terms of this rider shall prevail in the event of a conflict between the terms of this rider and any other concurrent rider with respect to the Transfer Limit.

Your Transfer Limit will be set and reset under the following circumstances:

- a) On the Rider Effective Date
- b) On the Contract Anniversary;
- c) When a subsequent Premium Payment has been made (provided that such Premium Payment does not cause the Payment Base to exceed [\$5,000,000];
- d) When a Transfer to Other Account(s) has been made;
- e) When a Transfer from Other Account(s) has been made;
- f) On the birthday where the youngest Covered Life has attained an age that results in a new Age Band; and/or
- g) When there is a change in the Covered Life or Spousal Continuation.

PARTIAL SURRENDERS & TRANSFERS

Your Payment Base may be reduced by Partial Surrenders and/or Transfer(s) to Other Account(s) based on the circumstances described below:

1. Prior to the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Threshold Payment, Your Payment Base will be reduced on a dollar-for-dollar basis.
- b) For any Partial Surrender that first causes cumulative Partial Surrenders during the Contract Year to exceed the Threshold Payment, the adjustment is the dollar amount of the Partial Surrender that does not exceed the Threshold Payment. For the portion of the Partial Surrender that exceeds the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender during the Contract Year in excess of the Threshold Payment;

B = Contract Value immediately prior to the Partial Surrender; and

C = The Threshold Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- c) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Threshold Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

- d) Any remaining available Threshold Payment during a Contract Year may not be carried over to future Contract Years.
- e) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.

- f) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

- g) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

- h) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

2. After the Lifetime Income Eligibility Date:

- a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Lifetime Benefit Payment, Your Payment Base will not be reduced.
- b) For cumulative Partial Surrenders during the Contract Year that exceed the Lifetime Benefit Payment that were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, Your Payment Base will not be reduced.
- c) For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Lifetime Benefit Payment, and the RMD exception above does not apply, We will reduce Your Payment Base by the following factor with respect to that portion of Your Partial Surrender that exceeds the current Lifetime Benefit Payment:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender(s) during the Contract Year in excess of the current Lifetime Benefit Payment;

B = Contract Value immediately prior to the Partial Surrender(s); and

C = The current Lifetime Benefit Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the current Lifetime Benefit Payment, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender(s); and

B = Contract Value immediately prior to the Partial Surrender(s).

- e) Any remaining available Lifetime Benefit Payment during a Contract Year may not be carried over to future Contract Years.
- f) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base will be reduced on a dollar-for-dollar basis.
- g) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, the adjustment is the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. For the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

- h) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

- i) Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

The following are the effects of a Covered Life change if Your spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

1. The surviving spouse becomes the new Contract Owner and the new Covered Life on the effective Valuation Day of the spousal continuation.
2. The surviving spouse may continue the Contract and We will continue this rider with respect to all benefits, at the then current Rider Charge.
3. The Payment Base will be set equal to the greater of the Contract Value or the Payment Base on the continuation date.
4. The Bonus Base will be set equal to the greater of the Contract Value or the Bonus Base on the continuation date.

5. The Deferral Bonus feature will continue, if applicable.
6. The Bonus Period will not reset; the Bonus Period will continue uninterrupted.
7. The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and Withdrawal Percentage will be recalculated on the continuation date based on the youngest Covered Life's attained age on the effective Valuation Day of the spousal continuation. The Lifetime Benefit Payment, Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the trade date of the spousal continuation multiplied by the Withdrawal Percentage. The full amount of the recalculated Lifetime Benefit Payment, or Threshold Payment, and Transfer Limit, will be available for the remainder of the Contract Year.
8. If there was a Partial Surrender since the Rider Effective Date, the Withdrawal Percentage will remain at the current percentage. If there has not been a Partial Surrender since the Rider Effective Date, the Withdrawal Percentage will be based on the attained age of the remaining Covered Life at the time of Spousal Continuation.
9. The Contract Owner may not name a new Contract Owner.
10. The Contract Owner may name a new Beneficiary.
11. This rider will terminate upon the death of the surviving Covered Life.
12. If the age of the new Covered Life is greater than the Maximum Rider Issue Age at the time of the continuation, We will terminate this rider.

COVERED LIFE CHANGE

Any Contract change which causes a change in the Covered Life may result in the recalculation or termination of the benefits provided under this rider. The following are the effects of a change in a Covered Life:

1. If the attained age of the oldest Covered Life on the effective Valuation Day of the Covered Life change is greater than the Maximum Rider Issue Age, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
2. If the attained age of the oldest Covered Life in effect on the effective Valuation Day of the Covered Life change is less than or equal to the Maximum Rider Issue Age, the following options apply:
 - a) Covered Life changes within the first [6] months from the Contract Issue Date will have no impact on the Payment Base or the Bonus Base. The Lifetime Benefit Payment, Threshold Payment, if applicable, Withdrawal Percentage, and Transfer Limit will be recalculated using the youngest Covered Life's attained age on the effective Valuation Day of the Covered Life change.
 - b) Covered Life changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits if:
3. You and Your Spouse are no longer married, for reasons other than death, then Covered Life Changes may occur as follows:
 - a) If Partial Surrender(s) have not been made, You may remove Your former spouse as a Covered Life, and replace such spouse with Your new spouse, if applicable. Upon making this change, the Covered Life will be reset as of the date of such change, and there will be no impact to the Payment Base and Bonus Base. The Withdrawal Percentage will be based on the youngest Covered Life. The Lifetime Benefit Payment, the Threshold Payment and the Transfer Limit, if applicable will be equal to the Withdrawal Percentage multiplied by the Payment Base as of the date of the Covered Life change.
 - b) If Partial Surrender(s) have been made, then You may remove Your former spouse as a Covered Life. Upon making this change, the Covered Life will be reset as of the date of such change, and there will be no impact to the Payment Base and Bonus Base. The Withdrawal Percentage will be based on the remaining Covered Life. The Lifetime Benefit Payment, the Threshold Payment and the Transfer Limit, if applicable will be equal to the Withdrawal Percentage multiplied by the Payment Base as of the date of the Covered Life change.

Any other change causes a change in the Covered Life, then We will terminate this Rider. The Rider Charge is assessed on termination date, and then will no longer be assessed.

If after the above resets, the new Lifetime Benefit Payment, Threshold Payment, as applicable, or Transfer Limit exceeds the sum of prior withdrawals or Transfers to Other Account(s) made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
8. Notwithstanding anything to the contrary within Your Contract, You must obtain Our prior approval to make any Premium Payments after the [1st] Contract Anniversary after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Contract minimum rule stated under Your Contract or (ii) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Surrender, Your Contract Value is reduced below (x) an amount equal to the greater of the Contract minimum rule stated under Your Contract or (y) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, other investment option(s) approved by Us.
 - c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.

2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:
 - a) You will receive Your then current Lifetime Benefit Payment, which will be equal to Your Lifetime Benefit Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
 - b) Ongoing Lifetime Benefit Payments will no longer reduce Your Contract Value.
 - c) We will no longer accept subsequent Premium Payments or Transfers from Other Account(s).
 - d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
 - e) Payment Base increases on each Contract Anniversary will no longer apply.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Surrenders within a Contract Year are requested in excess of the Lifetime Benefit Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCATION/TERMINATION

You may not revoke this rider. We may terminate this rider based on the following events or circumstances:

- (a) Upon the Rider Maturity Date;
- (b) You assign the Contract or any of Your rights;
- (c) You or any subsequent Covered Life violate the Issuance Rules;
- (d) You violate the Investment Restrictions;
- (e) Your Contract Value falls below our Minimum Amount Rule;
- (f) You violate the terms of the Contract or any other rider;
- (g) You ask for a change of Covered Life in violation of the rider's restrictions;
- (h) You ask for Spousal Continuation in violation of the rider's restrictions;
- (i) There is a full surrender of your Contract; and/or
- (j) A death benefit becomes payable on Your Contract.

If We terminate this rider, it cannot be re-elected by You with another Covered Life.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (h) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

CONTRACT AGGREGATION

For purposes of determining the guaranteed benefits under this rider, We reserve the right to treat one or more deferred variable annuity contracts issued by Us (or Our affiliates) to You with this rider attached as one contract.

ISSUANCE RULES

The issuance of this rider is subject to the terms specified in the Covered Life definition on page 1 of this rider.

This rider is not available if any Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard annuitization rules or the payment of the Lifetime Benefit Payment or Threshold Payment, as the case may be, may continue under the Joint and Last Survivor Life Annuity option. The Contract Value need not be below Our Minimum Amount Rules at the Annuity Commencement Date for the Contract Owner(s) to select the Joint and Last Survivor Life Annuity option.

ASSIGNMENT

Notwithstanding anything herein or within Your Contract possibly to the contrary, neither the Contract (including this rider) nor any of Your rights and benefits hereunder may be assigned, pledged or securitized.

RIDER CHARGE

The Rider Charge will never be less than the minimum Rider Charge of [0.50%] nor exceed the maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Contract Anniversary based on Your Payment Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s). If We increase the Rider Charge, We may allow You to refuse to accept the increase and waive Your future Market Increases and/or Deferral Bonus(es), if applicable.

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

If this rider is terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the Payment Base prior to the revocation or termination, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon any of the following events:

- (a) the Rider Maturity Date;
- (b) the Annuity Commencement Date;
- (c) upon the death of a Covered Life or Annuitant.

Signed for **Hartford Life Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]

SERFF Tracking Number: FRCS-127391865 State: Arkansas
 Filing Company: Hartford Life Insurance Company State Tracking Number: 49686
 Company Tracking Number: 5616.1
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: HPRM3
 Project Name/Number: HARTFORD/64.1/64.1

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments: Not applicable. The forms will be used with SEC registered products and should be exempt from scoring.		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved	10/03/2011
Comments:		
Attachment: A-HPRM3-11(CW).pdf		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachments: HL-EROPDB-11 - ACT MEMO.pdf HL-GMAB & GMABP-11.1 - ACT MEMO.pdf HL-MAV-11.2 - ACT MEMO.pdf HL-ROP-11.2 - ACT MEMO.pdf HL GMWB (4) 11.2 - ACT MEMO.pdf HL SP-BSHARE-11.1 and HL-PBCR-11.2 - ACT MEMO.pdf HL SP-CSHARE-11.1 - ACT MEMO.pdf HL SP-ISHARE-11.1 - ACT MEMO.pdf HL SP-LSHARE-11.1 - ACT MEMO.pdf		

	Item Status:	Status Date:
Satisfied - Item: Third Party Authorization		
Comments:		
Attachment:		

SERFF Tracking Number: *FRCS-127391865* State: *Arkansas*
 Filing Company: *Hartford Life Insurance Company* State Tracking Number: *49686*
 Company Tracking Number: *5616.1*
 TOI: *A031 Individual Annuities - Deferred Variable* Sub-TOI: *A031.002 Flexible Premium*
 Product Name: *HPRM3*
 Project Name/Number: *HARTFORD/64.1/64.1*
 Authorization Signed_HL.pdf

		Item Status:	Status
			Date:
Satisfied - Item:	Statement of Variability	Accepted for Informational Purposes	10/03/2011

Comments:

Attachments:

- HL-EROPDB-11 SOV.pdf
- HL-GMAB-11.1 SOV.pdf
- HL-GMABP-11.1 SOV.pdf
- HL-GMWBJ-11.2 SOV.pdf
- HL-GMWBS-11.2 SOV.pdf
- HLGMBWBJP-11.2 SOV.pdf
- HL-GMWBSP-11.2 SOV.pdf
- HL-MAV-11.2 SOV.pdf
- HL-ROP-11.2 SOV.pdf
- SP-BSHARE-11.1 SOV.pdf
- SP-CSHARE-11.1 SOV.pdf
- SP-ISHARE-11.1 SOV.pdf
- SP-LSHARE-11.1 SOV.pdf

		Item Status:	Status
			Date:
Satisfied - Item:	AR Certificate of Compliance	Accepted for Informational Purposes	10/03/2011

Comments:

Attachment:

- AR REG19 COC.pdf

REQUEST FOR VARIABLE ANNUITY

Hartford Life Insurance Company
 Hartford Life and Annuity Insurance Company



U.S.P.S.-First Class: The Hartford Wealth Management – Global Annuities
 PO Box 14293
 Lexington, KY 40512-4293

All Express Mail: The Hartford Wealth Management – Global Annuities
 245 West New Circle Road
 Building 200, 1st Floor
 Lexington, KY 40511

Companies above are referenced to herein as "The Hartford."

To help prevent any delay in processing, please have all alterations initialed by the applicant.

1. PRODUCT	REQUIRED - Select only ONE. Please refer to Prospectus for product details.
Hartford's Personal Retirement Manager variable annuity product suite (HPRM):	
<input type="checkbox"/> A-Share <input type="checkbox"/> B-Share <input type="checkbox"/> C-Share <input type="checkbox"/> I-Share <input type="checkbox"/> L-Share	

2. CONTRACT OWNER	(REQUIRED)
Ownership Type (Select only ONE): <input type="checkbox"/> Individual <input type="checkbox"/> Trust* <input type="checkbox"/> Charitable Remainder Trust* <input type="checkbox"/> Uniform Gifts to Minors Act/Uniform Transfers to Minors Act <input type="checkbox"/> Non-Resident Alien* <input type="checkbox"/> Corporation* <input type="checkbox"/> Custodian* <input type="checkbox"/> Other _____ *Additional forms may be required	

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Are you a U.S. Citizen? (Required) <input type="checkbox"/> Yes <input type="checkbox"/> No If no, are you a US resident? <input type="checkbox"/> Yes <input type="checkbox"/> No If Contract Owner is a non-resident alien, specify country of citizenship. _____
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First Name	MI	Last Name
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Additional Owner Information (e.g., Name of Trust/Corporation/Custodian)	Email Address		
Social Security Number/TIN	Date of Birth	Daytime Telephone Number	
Residential Address - (Permanent Physical Address, No P.O. Box)	City	State	ZIP
Mailing Address (If different from above)	City	State	ZIP

3. JOINT CONTRACT OWNER			
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	First Name	MI	Last Name
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Social Security Number	
Relationship to Contract Owner (Required)		Are you a U.S. Citizen? (Required) <input type="checkbox"/> Yes <input type="checkbox"/> No If no, are you a US resident? <input type="checkbox"/> Yes <input type="checkbox"/> No If Contract Owner is a non-resident alien, specify country of citizenship. _____	

4. ANNUITANT			
(Required if different from Contract Owner)			
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	First Name	MI	Last Name
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Social Security Number	Daytime Telephone Number
Residential Address - (Permanent Physical Address, No P.O. Box)	City	State	ZIP
Mailing Address (If different from above)	City	State	ZIP
Relationship to Contract Owner (Required)			

5. CONTINGENT ANNUITANT

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	First Name	MI	Last Name
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Social Security Number	Relationship to Contract Owner

6. BENEFICIARY(IES)

(Unless indicated otherwise, proceeds will be distributed equally (per capita). Please attach separate sheet for additional beneficiaries.) If Irrevocable Beneficiary is not selected it will be defaulted to No.

<input type="checkbox"/> Primary Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No	%	First Name	MI	Last Name
Relationship to Contract Owner		Date of Birth	Social Security Number/TIN	
<input type="checkbox"/> Primary Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No	%	First Name	MI	Last Name
<input type="checkbox"/> Contingent Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No	%			
Relationship to Contract Owner		Date of Birth	Social Security Number/TIN	
<input type="checkbox"/> Primary Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No	%	First Name	MI	Last Name
<input type="checkbox"/> Contingent Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No	%			
Relationship to Contract Owner		Date of Birth	Social Security Number/TIN	

7. PLAN TYPE OF NEW CONTRACT

(REQUIRED - Complete either Section A or Section B)

A. Non-Qualified* Non-Qualified New Purchase 1035(a) Tax-Free Exchange

B. Qualified New Contribution for tax year _____ Transfer Rollover

Please select ONE plan type listed below

Individually Owned

Traditional IRA* Roth IRA* SEP IRA* Inherited IRA

*Plan types qualify for the Personal Pension Account.

8. DEPOSIT AMOUNT

(Make check payable to THE HARTFORD)

\$ _____

9. ESTIMATED EXCHANGE/TRANSFER AMOUNT

(Required for Exchange Transfer or 1035 Business)

\$ _____

10. OPTIONAL LIVING BENEFIT ELECTION (SELECTION REQUIRED)

You may select only one Optional Living Benefit from the Safety Plus or Future5 or Future6 selections below. In the event that neither Safety Plus, Future6 or Future5 benefit is selected below, please select the "NO OPTIONAL BENEFIT ELECTED."

- Safety Plus *†
 Future6 ^*† Single Option
 Future5^ **† Single Option
 Future6 ^*† Joint/Spousal Option ***
 Future5^ **† Joint /Spousal Option ***
 NO OPTIONAL BENEFIT ELECTED

^The investment restrictions, Benefit features and charges vary by Future6 or Future5 selection.

* Investment restrictions apply. See Section 12D.

** Investment restrictions apply. See Section 12E/12F.

†Additional charges apply and may not be available in all states.

*** In the event that the Joint/Spousal Option was selected above, one spouse must be the individual Owner specified in Section 2. The Joint Contract Owner specified in Section 3, or the Beneficiary specified in Section 6 must be the individual Owner's spouse. If the individual Owner's spouse is named as the Beneficiary in Section 6, they must be the sole, primary beneficiary.

11. OPTIONAL DEATH BENEFIT ELECTION (SELECTION REQUIRED)

DEATH BENEFIT In the event that neither ROP V, MAV V, nor Future6 DB benefit is selected below please select the "NO OPTIONAL BENEFIT ELECTED" checkbox. Refer to the prospectus for more details.

- RETURN OF PREMIUM V†
 Maximum Issue Age 80
 MAXIMUM ANNIVERSARY VALUE V*†
 Maximum Issue Age 75
 FUTURE6 DB† (Only available if Future6 is elected).
 NO OPTIONAL BENEFIT ELECTED
 Maximum Issue Age 70

*Investment restrictions apply. See Section 12E/12F.

†Additional charges apply and may not be available in all states.

12. INVESTMENT SELECTION (REQUIRED - Use whole percentages only)

Instructions for indicating your initial allocation to the HPRM variable annuity:

Please tell us how you would like your annuity premiums invested. The allocations must be in **whole percentages**. Indicate your selection(s) across sections 12A-F. The investments chosen may be split among options but must **equal 100%** in total. Please refer to your prospectus for investment restrictions. Some of the products offered may have investment restrictions.

CALIFORNIA SENIOR PROTECTION PROGRAM - If you are a resident of California, and are age 60 or over, you are eligible to defer investment of your premiums into the variable Sub-Accounts during the right to cancel period. If you choose to defer, your premiums will be invested in the Money Market HLS Fund Sub-Account during this period.

- I/we wish to defer my/our premiums being invested into the variable sub-accounts provided below.
 I/we wish to immediately invest my/our premiums into the variable sub-accounts as indicated below.

12A DOLLAR COST AVERAGING (DCA) ENROLLMENT (Use whole percentages only)

Please provide complete instructions below for your initial allocation to the DCA. Destination funds must be indicated in sections 12C-F and total 100%.

DCA Plus Transfer Program¹	Initial Allocation _____ % 6-Month DCA Duration: _____ months (between 3-6) <input type="checkbox"/> check if rate lock ² _____ % 12-Month DCA Duration: _____ months (between 7-12) <input type="checkbox"/> check if rate lock ²
OR	
Standard DCA Programs	Initial Allocation DCA Type (Select One): _____ % Fixed Dollar DCA Transfer Amount \$ _____ _____ % Earnings/Interest Only DCA _____ % (use whole percentages between 50-100%) Source Frequency (minimum 3 occurrences): <input type="checkbox"/> Fixed Accumulation Feature (FAF) <input type="checkbox"/> Monthly _____ months or <input type="checkbox"/> indefinitely <input checked="" type="checkbox"/> (The FAF is not available for HPRM [®] C-Share, I-Share or L-Share Contracts, nor is it available for any Contract that has elected Future6 or Safety Plus.) <input type="checkbox"/> Hartford Money Market HLS Fund <input type="checkbox"/> Quarterly _____ quarters or <input type="checkbox"/> indefinitely <input type="checkbox"/> Other _____

12B FIXED ACCUMULATION FEATURE (FAF) (Use whole percentages only)

Please Note: The FAF is not available for HPRM[®] C-Share, I-Share or L-Share Contracts, nor is it available for any Contract that has elected Future6 or Safety Plus.

Initial Allocation	Interest Rate Lock-1035(a) Exchange/Transfer²
_____ % Fixed Accumulation Feature	<input type="checkbox"/> Yes

12C PERSONAL PENSION ACCOUNT (Not available for all plan and ownership types. Please refer to the prospectus for details). (Use whole percentages only).

DCA destination allocation for sections 12C-F must total 100% if all or a portion of the initial allocations was made to a DCA program.

Minimum initial investment is \$10,000. Interest Rate Lock-1035(a) Exchange/Transfer² Yes

Initial Allocation _____ % DCA Allocation _____ %

Target Income Age _____ (Must be at least **three** years from your current age where possible. Maximum deferral is the lesser of **20** years from the Annuitant's Age at initial investment or Age **80**). Proof of age must be presented prior to commencement of Personal Pension Account Payouts.

Please select only one of the following Personal Pension Account Payout Options:

- Life Annuity With Cash Refund option
- Joint and Last Survivor Life With Cash Refund option - (please see below for additional instructions)

If you selected the Joint and Last Survivor Life With Cash Refund option above, and you specified an Individually Owned Qualified Plan Type in Section 7B, the Owner and Annuitant must be the same individual. The Beneficiary specified in Section 6 must be the Owner's spouse and must also be the sole, primary beneficiary.

If you selected the Joint and Last Survivor with Cash Refund option above, and you specified a Non-Qualified Plan Type in Section 7A, and will have a Joint Contract Owner, the Joint Contract Owner must be the Owner's spouse. The Annuitant must be either the Owner or the Joint Contract Owner. However, if you specified a Non-Qualified Plan Type in Section 7A, and will not have a Joint Contract Owner, the Annuitant must be either the Owner or the Owner's spouse. The Beneficiary specified in Section 6 must be the Owner's spouse and must also be the sole, primary beneficiary.

¹ Not available for Hartford's Personal Retirement Manager variable annuity C-Share and I-Share products, or if deferral elected within the California Senior Protection Program. The Hartford will calculate the monthly transfer amount. At the end of the program term, there will be a final monthly transfer of the entire amount remaining in the program.

² A Rate Lock only applies to 1035(a) Exchange/Transfer business. A Rate Lock will lock in the interest rate and payout rates (payout rates ONLY apply to the Personal Pension Account) in effect at the time The Hartford receives this form. Please do not write in any rates. If Rate Lock is not selected, the rates will be those in effect at the time The Hartford receives the premium.

12D PERSONAL PROTECTION PORTFOLIOS (Use whole percentages only)

DCA destination allocation for sections 12C-F must total 100% if all or a portion of the initial allocations was made to a DCA program.

Please complete this section only if you elected Future6 or Safety Plus. If you did NOT elect Future6 or Safety Plus, please proceed to Section 12E. Upon electing **Future6** or **Safety Plus** you must also elect a Personal Protection Portfolio for your investment. If you elected to allocate a portion of your Initial Allocation to a DCA Plus Transfer Program, or if you are a resident of California age 60 or older and elected to defer investment of your premiums through the CA Senior Protection Program, your election below will be the destination for that Program. Please confirm the percent of your Initial Allocation for immediate investment into your election.

All Models in this section rebalance monthly.

Initial Allocation _____% DCA Allocation _____%

Select only ONE Personal Protection Portfolio

Personal Protection Portfolios

(Please refer to the Appendix for composition of portfolios.)

- Hartford Strategy
- American Strategy
- Franklin Strategy
- Four for Core Strategy
- Four for Flexibility Strategy
- Four for Growth Strategy
- Four for Value Strategy
- Diversi-Five Strategy
- Five for Balance Strategy
- Index Strategy

12E PORTFOLIO PLANNER ASSET ALLOCATION PROGRAMSM AND INVESTMENT STRATEGIES (Use whole percentages only).

DCA destination allocation for sections 12C-F must total 100% if all or a portion of the initial allocations was made to a DCA program.

If you Elected **Future5** or **Maximum Anniversary Value V** you MUST either elect ONE Portfolio Planner Asset Allocation Program or Investment Strategy Marked by a ▲ below or you must proceed to Section 12F and provide allocation instructions using individual Sub-Account options marked by a ▲.

If you elected only **Return Of Premium V** or **No Optional Benefit Elected** you may elect ONE Portfolio Planner Asset Allocation Program or Investment Strategy below, or proceed to Section 12F.

If you elected to allocate a portion of your Initial Allocation to a DCA Plus Transfer Program, or if you are a resident of California age 60 or older and elected to defer investment of your premiums through the CA Senior Protection Program, your election below will be the destination for that Program.

Please confirm the percent of your Initial Allocation for immediate investment into your election.

All Models in this section rebalance quarterly.

Initial Allocation _____% DCA Allocation _____%

Portfolio Planner Asset Allocation ProgramSM

(Please refer to the Appendix for composition of portfolios.)

- Conservative Allocation ▲
- Balanced Allocation ▲
- Moderate Growth Allocation ▲
- Growth Allocation ▲

Investment Strategies

(Please refer to the Appendix for composition of portfolios.)

- Hartford Checks and Balances ▲
- American Growth Foundation Strategy ▲
- Franklin Founding Investment Strategy ▲
- Core Four ▲

12F INDIVIDUAL SUB-ACCOUNT OPTIONS (Use whole percentages only).

DCA destination allocation for sections 12C-F must total 100% if all or a portion of the initial allocations was made to a DCA program. May not be combined with Portfolios above.

Initial Allocation %	DCA Allocation %		Initial Allocation %	DCA Allocation %	
_____ %	_____ %	AllianceBernstein VPS Balanced Wealth Strategy Portfolio ▲	_____ %	_____ %	Hartford High Yield HLS Fund
_____ %	_____ %	AllianceBernstein VPS Small/Mid-Cap Value Portfolio	_____ %	_____ %	Hartford Index HLS Fund
_____ %	_____ %	American Century VP Mid Cap Value Fund	_____ %	_____ %	Hartford International Opportunities HLS Fund
_____ %	_____ %	American Century VP Growth Fund	_____ %	_____ %	Hartford Money Market HLS Fund
_____ %	_____ %	American Century VP Value Fund	_____ %	_____ %	Hartford Total Return Bond HLS Fund
_____ %	_____ %	American Funds Blue Chip Income and Growth HLS Fund	_____ %	_____ %	Hartford U.S. Government Securities HLS Fund
_____ %	_____ %	American Funds Bond HLS Fund	_____ %	_____ %	Hartford Value HLS Fund
_____ %	_____ %	American Funds Global Bond HLS Fund	_____ %	_____ %	Invesco V.I. Balanced Risk Allocation Fund ▲
_____ %	_____ %	American Funds Global Growth & Income HLS Fund	_____ %	_____ %	Invesco V.I. Core Equity Fund
_____ %	_____ %	American Funds Global Small Capitalization HLS Fund	_____ %	_____ %	Invesco V.I. International Growth Fund
_____ %	_____ %	American Funds Growth HLS Fund	_____ %	_____ %	Invesco V.I. Mid Cap Core Equity
_____ %	_____ %	American Funds Growth-Income HLS Fund	_____ %	_____ %	Invesco V.I. Small Cap Equity Fund
_____ %	_____ %	American Funds International HLS Fund	_____ %	_____ %	Lord Abbett Bond-Debenture Portfolio
_____ %	_____ %	American Funds New World HLS Fund	_____ %	_____ %	Lord Abbett Fundamental Equity Portfolio
_____ %	_____ %	BlackRock Capital Appreciation V.I. Fund	_____ %	_____ %	Lord Abbett Growth & Income Portfolio
_____ %	_____ %	BlackRock Equity Dividend V.I. Fund	_____ %	_____ %	MFS Growth Series
_____ %	_____ %	BlackRock Global Allocation V.I. Fund ▲	_____ %	_____ %	MFS New Discovery Series
_____ %	_____ %	Fidelity VIP Contrafund Portfolio	_____ %	_____ %	MFS Research Bond Series
_____ %	_____ %	Fidelity VIP Mid Cap Portfolio	_____ %	_____ %	MFS Total Return Series ▲
_____ %	_____ %	Fidelity VIP Strategic Income Portfolio	_____ %	_____ %	MFS Value Series
_____ %	_____ %	Franklin Income Securities Fund	_____ %	_____ %	Mutual Global Discovery Securities Fund
_____ %	_____ %	Franklin Rising Dividends Securities Fund	_____ %	_____ %	Mutual Shares Securities Fund
_____ %	_____ %	Franklin Small Cap Value Securities Fund	_____ %	_____ %	PIMCO All Asset Portfolio s
_____ %	_____ %	Franklin Strategic Income Securities Fund	_____ %	_____ %	PIMCO EqS Pathfinder Portfolio
_____ %	_____ %	Hartford Capital Appreciation HLS Fund	_____ %	_____ %	PIMCO Global-Multi Asset Portfolio ▲
_____ %	_____ %	Hartford Disciplined Equity HLS Fund	_____ %	_____ %	Putnam VT Equity Income Fund
_____ %	_____ %	Hartford Dividend and Growth HLS Fund	_____ %	_____ %	Putnam VT Investors Fund
_____ %	_____ %	Hartford Global Research HLS Fund	_____ %	_____ %	Putnam VT Voyager Fund
_____ %	_____ %	Hartford Growth HLS Fund	_____ %	_____ %	Templeton Foreign Securities Fund
_____ %	_____ %	Hartford Growth Opportunities HLS Fund	_____ %	_____ %	Templeton Global Bond Securities Fund
_____ %	_____ %		_____ %	_____ %	Templeton Growth Securities Fund

Unless otherwise directed, investment instructions will be automatically updated to reflect the Fund surviving after a merger, liquidation or substitution.

Custom Allocation Program:

Check here if you would like your sub-account allocations to rebalance. Indicate day of month (1-28): _____

Rebalance Frequency: Monthly Semi-Annually Quarterly Annually

SUMMARY REMINDER: Please review Sections 12A-12F to ensure that the initial Allocations provided total 100%.

13. SPECIAL REMARKS

14. OWNER(S) ACKNOWLEDGEMENTS

(All questions in this Section MUST be completed)

- No Yes - Do you have an existing annuity or life insurance policy?
- No Yes - Will the annuity applied for replace one or more existing annuity or life insurance contracts?
- RECEIPT OF A VARIABLE ANNUITY PROSPECTUS IS HEREBY ACKNOWLEDGED.

If not checked, the appropriate prospectus and prospectuses of the underlying funds will be mailed to you.

The following states require insurance applicants to acknowledge a fraud warning statement specific to that state. Please refer to the specific fraud warning statement for your state as indicated below. If your state is not separately listed, please refer to the NAIC Model Fraud Statement outlined below. Your signature and date on this application (and Joint Owner if applicable) also indicates that you acknowledge the fraud warning applicable in your state of residence and, if applicable, the state in which this application is signed.

NAIC Model Fraud Statement: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Arkansas/West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine/Tennessee/Virginia/Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of fraud and may be subject to civil or criminal penalties.

Owner SSN/TIN _____

I/we hereby represent that the answers and information provided on this request for variable annuity are correct to the best of my knowledge and belief.

I/WE UNDERSTAND THAT ANNUITY PAYOUT OPTIONS OR SURRENDER VALUES, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

Signature hereby confirms that Owner/Joint Owner is a U.S. citizen, unless otherwise specified in Section 2 or Section 3.

The undersigned hereby authorize(s) the Company to automatically amend investment instructions to reflect the surviving fund following any merger, substitution or liquidation.

Signed at: _____ / ____ / ____
State* Date

Contract Owner Signature (Trustee/Custodian, if applicable)

Joint Contract Owner Signature (If applicable)

***If the state above is different than residence state, please submit a Contract Situs Form.**

Massachusetts Situs Sales - Massachusetts law prohibits the sale of an annuity to a Massachusetts resident on any policy form other than a form approved by the Commonwealth. As such, any application for the purchase of a The Hartford annuity by a Massachusetts resident signed outside of the Commonwealth of Massachusetts will not be accepted.

15. REGISTERED REPRESENTATIVE ACKNOWLEDGEMENTS (All questions in this Section MUST be completed)

No Yes - Do you, as agent, have reason to believe the applicant has existing individual life insurance policies or individual annuity contracts?

No Yes - Do you, as agent, have reason to believe the contract requested will replace existing annuities or insurance? If yes, please complete any applicable state replacement forms.

Licensed Agent Signature

First Name	MI	Last Name		
Street Address		City	State	ZIP
Broker/Dealer	Licensed Agent SSN		Broker/Dealer Client Account Number	
Business Telephone Number	Fax Number		Email Address	

HPRM B-Share: A - Fronted B - Trail
 HPRM L-Share: Option 1 Option 2
 HPRM C-Share: Trail 4 [Additional C-Share Options to be named]

NOT INSURED BY FDIC OR ANY FEDERAL GOVERNMENT AGENCY MAY LOSE VALUE NOT A DEPOSIT OF OR GUARANTEED BY ANY BANK OR ANY BANK AFFILIATE 

APPENDIX : Composition of Portfolios

(see Section 12D, 12E or 12F)

PERSONAL PROTECTION PORTFOLIOS

Hartford Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Hartford Capital Appreciation HLS Fund	20%
Hartford Dividend and Growth HLS Fund	20%
Hartford International Opportunities Fund	10%
Total	100%
American Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Growth HLS Fund	20%
American Funds Growth-Income HLS Fund	20%
American Funds International HLS Fund	10%
Total	100%
Franklin Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Templeton Growth Securities Fund	20%
Mutual Shares Securities Fund	20%
Franklin Rising Dividends Securities Fund	10%
Total	100%
Four for Core Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Growth-Income HLS Fund	20%
Invesco V.I. Core Equity Fund	20%
Hartford International Opportunities HLS Fund	10%
Total	100%
Four for Flexibility Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
BlackRock Equity Dividend V.I. Fund	18%
BlackRock Capital Appreciation V. I. Fund	17%
PIMCO EqS Pathfinder Portfolio	15%
Total	100%

Four for Growth Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Lord Abnett Fundamental Equity Portfolio	20%
American Funds Growth HLS Fund	20%
Invesco V.I. International Growth Fund	10%
Total	100%
Four for Value Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Blue Chip Income and Growth HLS Fund	20%
Hartford Value HLS Fund	20%
Templeton Foreign Securities Fund	10%
Total	100%
Diversi-Five Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Fidelity VIP Contrafund Portfolio	20%
MFS Value Series	20%
Invesco V.I. International Growth Fund	5%
Templeton Foreign Securities Fund	5%
Total	100%
Five for Balance Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Century VP Value Fund	20%
Putnam VT Voyager Fund	20%
Invesco V. I. International Growth Fund	5%
Templeton Foreign Securities Fund	5%
Total	100%
Index Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Hartford Index HLS Fund	50%
Total	100%

PORTFOLIO PLANNER ASSET ALLOCATION PROGRAM

FUND	Conservative	Balanced	Moderate Growth	Growth
American Century VP Mid Cap Value Fund	0%	0%	0%	2%
American Funds Growth HLS Fund	4%	6%	7%	8%
American Funds International HLS Fund	2%	4%	5%	5%
Fidelity VIP Mid Cap Portfolio	2%	3%	3%	2%
Franklin Small Cap Value Securities Fund	0%	0%	2%	2%
Franklin Strategic Income Securities Fund	6%	4%	4%	3%
Hartford Capital Appreciation HLS Fund	3%	5%	6%	7%
Hartford Dividend and Growth HLS Fund	3%	5%	6%	7%
Hartford Growth Opportunities HLS Fund	3%	5%	6%	7%
Hartford High Yield HLS Fund	10%	5%	5%	5%
Hartford International Opportunities HLS Fund	0%	0%	0%	4%
Hartford Total Return Bond HLS Fund	22%	17%	12%	7%
Invesco V.I. International Growth Fund	2%	3%	4%	3%
Invesco V.I. Small Cap Equity Fund	2%	3%	2%	3%
Lord Abnett Fundamental Equity Portfolio	3%	7%	8%	9%
MFS Research Bond Series	22%	17%	13%	10%
MFS Value Series	4%	6%	7%	8%
Templeton Foreign Securities Fund	2%	3%	4%	3%
Templeton Global Bond Securities Fund	10%	7%	6%	5%
Total	100%	100%	100%	100%

INVESTMENT STRATEGIES

Hartford Checks and Balances	
Hartford Capital Appreciation HLS Fund	33%
Hartford Dividend and Growth HLS Fund	33%
Hartford Total Return Bond HLS Fund	34%
Total	100%
Franklin Founding Investment Strategy	
Franklin Income Securities Fund	34%
Mutual Shares Securities Fund	33%
Templeton Growth Securities Fund	33%
Total	100%

American Growth Foundation Strategy	
American Funds Bond HLS Fund	30%
American Funds Global Small Capitalization HLS Fund	10%
American Funds Growth HLS Fund	25%
American Funds Growth-Income HLS Fund	20%
American Funds International HLS Fund	15%
Total	100%
Core Four	
American Funds International HLS Fund	25%
Franklin Income Securities Fund	25%
Hartford Growth Opportunities HLS Fund	25%
Hartford Total Return Bond HLS Fund	25%
Total	100%

June 20, 2011



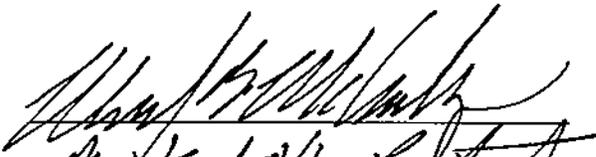
To: The Insurance Commissioner

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 Insurance Company and First Consulting & Administration, Inc.

This Authorization shall be valid until revoked by us.

Hartford Life Insurance Company

By: 
Title: Assistant Vice President

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Enhanced Return of Premium Death Benefit Rider
Form Number: HL-EROPDB-11
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[59 ½]	This is the earliest age that a Contract Owner is able to withdraw Lifetime Benefit Payments under the rider provisions. Our Company may decide in the future to change this minimum age prospectively to an age between 55 and 75.
Page 2	[12] Months	This is the number of months used to determine when prior approval is needed for Premium Payments made to contracts with this Rider. Our Company may decide in the future to change the number of months prospectively between 6 and 24 months.
Page 2	[5%]	This is the percentage used to determine your Transfer Limit. When this rider is initially offered, the percentage will be 5% of Premium Payments. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 4	[70]	This is the age at which the Spousal Continuation option under the rider can no longer be utilized. Our company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 5	[6] Months	This is the number of months used under the Ownership Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Owner. Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 5	[monthly]	This is the frequency in which the Contract Value will be re-balanced to satisfy the rider Investment Restrictions. Our company may decide in the future to change the frequency prospectively between monthly and annually.
Page 6	[1.50%]	This is the maximum rate in determining the Rider Charge. Our Company may decide in the future to change the rate prospectively between 0.50% and 1.50%.
Page 7	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Guaranteed Minimum Accumulation Benefit Rider II
Form Number: HL-GMAB-11.1
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[Conversion Bonus (definition)]	The Conversion Bonus definition will be a Print or No Print variable item. For new issues, we may offer the Conversion Bonus with a rate that may be different than the "plus" version of this GMAB rider, and this entire Conversion Bonus definition will appear. Otherwise, no Conversion Bonus definition and related fields within the definition (described below) will appear.
Page 1	[11th]	This is the number of contract anniversaries associated with the Conversion Bonus described above. When this rider is initially offered, the number will be 11 th contract anniversaries. Our company may decide in the future to change the years prospectively between 5 and 20.
Page 1	[20%]	This is the percentage used to determine the amount of Conversion Bonus described above. When this rider is initially offered, the percentage will be 20%. Our company may decide in the future to change the percentage limits prospectively between 5% and 50%.
Page 1	[81]	This is the maximum age of any Owner or Annuitant to be eligible for this rider when the rider is initially offered. Our Company may decide in the future to change the maximum age prospectively to an age between 70 and 90.
Page 1	[10th]	This is the number of contract anniversaries from the Rider Effective Date to reach the Rider Maturity Date. When this rider is initially offered, the number will be 10 th contract anniversary. Our company may decide in the future to change the years prospectively between 5 and 15.
Page 1, 2	[100%]	This is the percentage of premiums used to determine your GMAB guarantee. When this rider is initially offered, the percentage will be 100% of the premiums. Our company may decide in the future to change the percentage limits prospectively between 75% and 125%.
Page 1, 2	[12] Months	This is the number of months from the Rider Effective Date used to identify which premiums will be included in the GMAB guarantee. When the rider is initially offered, the number of months will be 12 but Our Company may decide in the future to change the number of months prospectively between three and twenty four months.
Page 2	[\$5,000,000]	This is the maximum level for the GMAB when the rider is initially offered. Our Company may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.

Page 2	[5%]	The Transfer Limit will equal a percentage of the GMAB at each Contract Anniversary. When this rider is initially offered, the percentage will be 5% of the GMAB. Our Company may decide in the future to change the percentage limits prospectively between 0.00% to 10%.
Page 4	[6] Months	This is the number of months used under the Ownership Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Ownership. When the rider is initially offered, the number of months will be 6 but Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 5	[5]	The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. Our Company may decide in the future to change the number of days prospectively between zero (0) and thirty (30) days.
Page 5	[1st] Contract Anniversary	This is the anniversary the rider is inforce initially before We require approval for subsequent Premiums. Our Company may decide in the future to change the anniversary prospectively between 1st and 5th.
Page 5	[100,000]	This is the premium amount that is the maximum amount accepted after the rider is inforce when the rider is initially offered. Our Company may decide in the future to change the amount prospectively between \$50,000 and \$200,000.
Page 6	[5th]	This is the anniversary after which the rider can be revoked. Our Company may decide in the future to change the anniversary prospectively between 1st and 8th.
Page 7	[0.50%]	This is the minimum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.10% and 0.75%.
Page 7	[2.50%]	This is the maximum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.50% and 2.50%.
Page 7	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Guaranteed Minimum Accumulation Benefit Plus Rider II
Form Number: HL-GMABP-11.1
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[11th]	This is the number of contract anniversaries associated with the Conversion Bonus described above. When this rider is initially offered, the number will be 11 th contract anniversaries. Our company may decide in the future to change the years prospectively between 5 and 20.
Page 1	[20%]	This is the percentage used to determine the amount of Conversion Bonus described above. When this rider is initially offered, the percentage will be 20%. Our company may decide in the future to change the percentage limits prospectively between 5% and 50%.
Page 1	[81]	This is the maximum age of any Owner or Annuitant to be eligible for this rider when the rider is initially offered. Our Company may decide in the future to change the maximum age prospectively to an age between 70 and 90.
Page 1	[10th]	This is the number of contract anniversaries from the Rider Effective Date to reach the Rider Maturity Date. When this rider is initially offered, the number will be 10 th contract anniversary. Our company may decide in the future to change the years prospectively between 5 and 15.
Page 1, 2	[100%]	This is the percentage of premiums used to determine your GMABP guarantee. When this rider is initially offered, the percentage will be 100% of the premiums. Our company may decide in the future to change the percentage limits prospectively between 75% and 125%.
Page 1, 2	[12] Months	This is the number of months from the Rider Effective Date used to identify which premiums will be included in the GMABP guarantee. When the rider is initially offered, the number of months will be 12 but Our Company may decide in the future to change the number of months prospectively between three and twenty four months.
Page 2	[\$5,000,000]	This is the maximum level for the GMABP when the rider is initially offered. Our Company may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
Page 2	[5%]	The Transfer Limit will equal a percentage of the GMABP at each Contract Anniversary. When this rider is initially offered, the percentage will be 5% of the GMAB. Our Company may decide in the future to change the percentage limits prospectively between 0.00% to 10%.
Page 4	[6] Months	This is the number of months used under the Ownership Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Ownership. When the rider is

		initially offered, the number of months will be 6 but Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 5	[5]	The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. Our Company may decide in the future to change the number of days prospectively between zero (0) and thirty (30) days.
Page 5	[1st] Contract Anniversary	This is the anniversary the rider is inforce initially before We require approval for subsequent Premiums. Our Company may decide in the future to change the anniversary prospectively between 1st and 5th.
Page 5	[100,000]	This is the premium amount that is the maximum amount accepted after the rider is inforce when the rider is initially offered. Our Company may decide in the future to change the amount prospectively between \$50,000 and \$200,000.
Page 6	[5th]	This is the anniversary after which the rider can be revoked. Our Company may decide in the future to change the anniversary prospectively between 1st and 8th.
Page 7	[0.50%]	This is the minimum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.10% and 0.75%.
Page 7	[2.50%]	This is the maximum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.50% and 2.50%.
Page 7	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Guaranteed Minimum Withdrawal Benefit Rider - Joint Life/Spousal
Form Number: HL-GMWBJ-11.2
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[Not Applicable]	This is the potential percentage of the Annual Payment Base Cap. When this rider is initially offered, the Annual Payment Base Cap will not be applicable. Our Company may decide in the future to prospectively have a cap between 1% and 25%.
Page 1	[10th]	This is the number of contract anniversaries. When this rider is initially offered, the number will be 10 th contract anniversaries. Our company may decide in the future to change the years prospectively between 0 and 20.
Page 1	[59 ½]	This is the earliest age that a Contract Owner is able to withdraw Lifetime Benefit Payments under the rider provisions. Our Company may decide in the future to change this minimum age prospectively to an age between 55 and 75.
Pages 1, 3	[90th]	This is the maximum age that the annual Market Increase will be calculated. The 90th birthday is the maximum age for this calculation when this rider is initially offered but Our Company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 2	[81]	This is the maximum age of the Covered Life to be eligible for this rider when the rider is initially offered. Our Company may decide in the future to change the maximum age prospectively to an age between 70 and 90.
Pages 2, 4	[4.0%]	This is the percentage used to determine your Threshold Payment amount prior to the Lifetime Income Eligibility Date. When this rider is initially offered, the percentage will be 4.0% (Joint) of the Payment Base. Our company may decide in the future to change the percentage limits prospectively between 3% and 10%.
Page 2	[59 ½ - 90+]	These age bands, in conjunction with the WP, are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, there will be two ages bands, 59 ½ to 64 and 65 to 90. Our Company may decide in the future to change these bands ages or add more bands prospectively using ages between 55 and 105.
Page 2	[4.0% - 5.0%]	These percentages are used to determine your Lifetime Benefit Payment after the Lifetime

		Income Eligibility Date at various times. When this rider is initially offered, the percentage will be 4.0% (Joint) of the Payment Base, with a maximum of 5.0% (Joint) based on the oldest Covered Life's attained age. Our company may decide in the future to change the minimum and maximum percentage limits prospectively between 3% and 10%.
Pages 3, 4, 5	[\$5,000,000]	This is the maximum level for the Payment Base when the rider is initially offered. Our Company may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
Page 3	[5%]	This is the percentage used to determine the amount of Deferral Bonus. When this rider is initially offered, the percentage will be 5% of the Bonus Base. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 9	[6] Months	This is the number of months used under the Covered Life Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Covered Life. When the rider is initially offered, the number of months will be 6 but Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 10	[5]	The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. Our Company may decide in the future to change the number of days prospectively between zero (0) and thirty (30) days.
Page 10	[1st] Contract Anniversary	This is the anniversary the rider is inforce initially before We require approval for subsequent Premiums. Our Company may decide in the future to change the anniversary prospectively between 1st and 5th.
Page 10	[\$100,000]	This is the premium amount that is the maximum amount accepted after the rider is inforce when the rider is initially offered. Our Company may decide in the future to change the amount prospectively between \$50,000 and \$200,000.
Page 11	[10] Days	This is the number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10 but Our Company may decide in the future to change the number of days prospectively between 3 and 60.
Page 13	[0.50%]	This is the minimum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.10% and 0.75%.
Page 13	[2.50%]	This is the maximum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.50% and 2.50%.
Page 13	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Guaranteed Minimum Withdrawal Benefit Rider II-2 - Single Life
Form Number: HL-GMWBS-11.2
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[Not Applicable]	This is the potential percentage of the Annual Payment Base Cap. When this rider is initially offered, the Annual Payment Base Cap will not be applicable. Our Company may decide in the future to prospectively have a cap between 1% and 25%.
Page 1	[10th]	This is the number of contract anniversaries. When this rider is initially offered, the number will be 10 th contract anniversaries. Our company may decide in the future to change the years prospectively between 0 and 20.
Page 1	[59 ½]	This is the earliest age that a Contract Owner is able to withdraw Lifetime Benefit Payments under the rider provisions. Our Company may decide in the future to change this minimum age prospectively to an age between 55 and 75.
Pages 1, 2	[90th]	This is the maximum age that the annual Market Increase will be calculated. The 90th birthday is the maximum age for this calculation when this rider is initially offered but Our Company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 2	[81]	This is the maximum age of the Covered Life to be eligible for this rider when the rider is initially offered. Our Company may decide in the future to change the maximum age prospectively to an age between 70 and 90.
Pages 2, 4	[4.0%]	This is the percentage used to determine your Threshold Payment amount prior to the Lifetime Income Eligibility Date. When this rider is initially offered, the percentage will be 4% (Single) of the Payment Base. Our company may decide in the future to change the percentage limits prospectively between 3% and 10%.
Page 2	[59 ½ - 90+]	These age bands, in conjunction with the WP, are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, there will be two ages bands, 59 ½ to 64 and 65 to 90. Our Company may decide in the future to change these bands ages or add more bands prospectively using ages between 55 and 105.
Page 2	[4.0% - 5.0%]	These percentages are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, the percentage will

		be 4% (Single) of the Payment Base, with a maximum of 5% (Single) based on the oldest Covered Life's attained age. Our company may decide in the future to change the minimum and maximum percentage limits prospectively between 3% and 10%.
Pages 3, 4, 5,	[\$5,000,000]	This is the maximum level for the Payment Base when the rider is initially offered. Our Company may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
Page 3	[5%]	This is the percentage used to determine the amount of Deferral Bonus. When this rider is initially offered, the percentage will be 5% of the Bonus Base. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 9	[6] Months	This is the number of months used under the Covered Life Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Covered Life. When the rider is initially offered, the number of months will be 6 but Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 10	[5]	The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. Our Company may decide in the future to change the number of days prospectively between zero (0) and thirty (30) days.
Page 10	[1st] Contract Anniversary	This is the anniversary the rider is inforce initially before We require approval for subsequent Premiums. Our Company may decide in the future to change the anniversary prospectively between 1st and 5th.
Page 10	[\$100,000]	This is the premium amount that is the maximum amount accepted after the rider is inforce when the rider is initially offered. Our Company may decide in the future to change the amount prospectively between \$50,000 and \$200,000.
Page 11	[10] Days	This is the number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10 but Our Company may decide in the future to change the number of days prospectively between 3 and 60.
Page 13	[0.50%]	This is the minimum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.10% and 0.75%.
Page 13	[2.50%]	This is the maximum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.50% and 2.50%.
Page 13	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Guaranteed Minimum Withdrawal Benefit Plus Rider II-2 - Joint Life/Spousal
Form Number: HL-GMWBJP-11.2
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[Not Applicable]	This is the potential percentage of the Annual Payment Base Cap. When this rider is initially offered, the Annual Payment Base Cap will not be applicable. Our Company may decide in the future to prospectively have a cap between 1% and 25%.
Page 1	[10th]	This is the number of contract anniversaries. When this rider is initially offered, the number will be 10 th contract anniversaries. Our company may decide in the future to change the years prospectively between 0 and 20.
Page 1	[59 ½]	This is the earliest age that a Contract Owner is able to withdraw Lifetime Benefit Payments under the rider provisions. Our Company may decide in the future to change this minimum age prospectively to an age between 55 and 75.
Pages 1, 3	[90th]	This is the maximum age that the annual Market Increase will be calculated. The 90th birthday is the maximum age for this calculation when this rider is initially offered but Our Company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 2	[81]	This is the maximum age of the Covered Life to be eligible for this rider when the rider is initially offered. Our Company may decide in the future to change the maximum age prospectively to an age between 70 and 90.
Pages 2, 4	[4.0%]	This is the percentage used to determine your Threshold Payment amount prior to the Lifetime Income Eligibility Date. When this rider is initially offered, the percentage will be 4.0% (Joint) of the Payment Base. Our company may decide in the future to change the percentage limits prospectively between 3% and 10%.
Page 2	[59 ½ - 90+]	These age bands, in conjunction with the WP, are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, there will be two ages bands, 59 ½ to 64 and 65 to 90. Our Company may decide in the future to change these bands ages or add more bands prospectively using ages between 55 and 105.
Page 2	[4.0% - 5.0%]	These percentages are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, the percentage will

		be 4.0% (Joint) of the Payment Base, with a maximum of 5.0% (Joint) based on the oldest Covered Life's attained age. Our company may decide in the future to change the minimum and maximum percentage limits prospectively between 3% and 10%.
Pages 3, 4, 5	[\$5,000,000]	This is the maximum level for the Payment Base when the rider is initially offered. Our Company may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
Page 3	[6%]	This is the percentage used to determine the amount of Deferral Bonus. When this rider is initially offered, the percentage will be 6% of the Bonus Base. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 9	[6] Months	This is the number of months used under the Covered Life Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Covered Life. When the rider is initially offered, the number of months will be 6 but Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 10	[5]	The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. Our Company may decide in the future to change the number of days prospectively between zero (0) and thirty (30) days.
Page 10	[1st] Contract Anniversary	This is the anniversary the rider is inforce initially before We require approval for subsequent Premiums. Our Company may decide in the future to change the anniversary prospectively between 1st and 5th.
Page 10	[\$100,000]	This is the premium amount that is the maximum amount accepted after the rider is inforce when the rider is initially offered. Our Company may decide in the future to change the amount prospectively between \$50,000 and \$200,000.
Page 11	[10] Days	This is the number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10 but Our Company may decide in the future to change the number of days prospectively between 3 and 60.
Page 13	[0.50%]	This is the minimum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.10% and 0.75%.
Page 13	[2.50%]	This is the maximum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.50% and 2.50%.
Page 13	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Guaranteed Minimum Withdrawal Benefit Plus Rider II-2 - Single Life
Form Number: HL-GMWBSP-11.2
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[Not Applicable]	This is the potential percentage of the Annual Payment Base Cap. When this rider is initially offered, the Annual Payment Base Cap will not be applicable. Our Company may decide in the future to prospectively have a cap between 1% and 25%.
Page 1	[10th]	This is the number of contract anniversaries. When this rider is initially offered, the number will be 10 th contract anniversaries. Our company may decide in the future to change the years prospectively between 0 and 20.
Page 1	[59 ½]	This is the earliest age that a Contract Owner is able to withdraw Lifetime Benefit Payments under the rider provisions. Our Company may decide in the future to change this minimum age prospectively to an age between 55 and 75.
Pages 1, 2	[90th]	This is the maximum age that the annual Market Increase will be calculated. The 90th birthday is the maximum age for this calculation when this rider is initially offered but Our Company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 2	[81]	This is the maximum age of the Covered Life to be eligible for this rider when the rider is initially offered. Our Company may decide in the future to change the maximum age prospectively to an age between 70 and 90.
Pages 2, 4	[4.0%]	This is the percentage used to determine your Threshold Payment amount prior to the Lifetime Income Eligibility Date. When this rider is initially offered, the percentage will be 4% (Single) of the Payment Base. Our company may decide in the future to change the percentage limits prospectively between 3% and 10%.
Page 2	[59 ½ - 90+]	These age bands, in conjunction with the WP, are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, there will be two ages bands, 59 ½ to 64 and 65 to 90. Our Company may decide in the future to change these bands ages or add more bands prospectively using ages between 55 and 105.
Page 2	[4.0% - 5.0%]	These percentages are used to determine your Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, the percentage will

		be 4% (Single) of the Payment Base, with a maximum of 5% (Single) based on the oldest Covered Life's attained age. Our company may decide in the future to change the minimum and maximum percentage limits prospectively between 3% and 10%.
Pages 3, 4, 5	[\$5,000,000]	This is the maximum level for the Payment Base when the rider is initially offered. Our Company may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
Page 3	[6%]	This is the percentage used to determine the amount of Deferral Bonus. When this rider is initially offered, the percentage will be 6% of the Bonus Base. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 9	[6] Months	This is the number of months used under the Covered Life Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Covered Life. When the rider is initially offered, the number of months will be 6 but Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 10	[5]	The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. Our Company may decide in the future to change the number of days prospectively between zero (0) and thirty (30) days.
Page 10	[1st] Contract Anniversary	This is the anniversary the rider is inforce initially before We require approval for subsequent Premiums. Our Company may decide in the future to change the anniversary prospectively between 1st and 5th.
Page 10	[\$100,000]	This is the premium amount that is the maximum amount accepted after the rider is inforce when the rider is initially offered. Our Company may decide in the future to change the amount prospectively between \$50,000 and \$200,000.
Page 11	[10] Days	This is the number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10 but Our Company may decide in the future to change the number of days prospectively between 3 and 60.
Page 13	[0.50%]	This is the minimum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.10% and 0.75%.
Page 13	[2.50%]	This is the maximum rate in determining the Rider Charge when the rider is initially offered. Our Company may decide in the future to change the rates prospectively between 0.50% and 2.50%.
Page 13	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Maximum Anniversary Value Death Benefit Rider V
Form Number: HL-MAV-11.2
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1, 3, 4, 5	[81st]	This is the age at which we will no longer capture the Anniversary Value for determining the Maximum Anniversary Value. Our Company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 1	[12] Months	This is the number of months used to determine when prior approval is needed for Premium Payments made to contracts with this Rider. Our Company may decide in the future to change the number of months prospectively between 6 and 24 months.
Page 1	[5%]	This is the percentage used to determine your Transfer Limit. When this rider is initially offered, the percentage will be 5% of the greater of Premium Payments or Maximum Anniversary Value. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 3	[75]	This is the age at which the Spousal Continuation option under the rider can no longer be utilized. Our company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 4	[6] Months	This is the number of months used under the Ownership Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Owner. Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 5	[quarterly]	This is the frequency in which the Contract Value will be re-balanced to satisfy the rider Investment Restrictions. Our Company may decide in the future to change the frequency prospectively between monthly and annually.
Page 6	[1.50%]	This is the maximum rate in determining the Rider Charge. Our Company may decide in the future to change the rate prospectively between 0% and 1.50%.
Page 6	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Return of Premium Death Benefit Rider V
Form Number: HL-ROP-11.2
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
Page 1	[12] Months	This is the number of months used to determine when prior approval is needed for Premium Payments made to contracts with this Rider. Our Company may decide in the future to change the number of months prospectively between 6 and 24 months.
Page 1	[5%]	This is the percentage used to determine your Transfer Limit. When this rider is initially offered, the percentage will be 5% of Premium Payments. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.
Page 3	[80]	This is the age at which the Spousal Continuation option under the rider can no longer be utilized. Our company may decide in the future to change this maximum age prospectively to an age between 65 and 105.
Page 3, 4	[6] Months	This is the number of months used under the Ownership Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Owner. Our Company may decide in the future to change the number of months prospectively between 3 and 24 months.
Page 4	[quarterly]	This is the frequency in which the Contract Value will be re-balanced to satisfy the rider Investment Restrictions. Our company may decide in the future to change the frequency prospectively between monthly and annually.
Page 5	[5th]	This is the number of years used under the Termination of the Death Benefit provision to determine one of the applicable ranges for the contract owner to discontinue the rider. Our company may decide in the future to change the year prospectively between 1st and the 10th.
Page 6	[0.75%]	This is the maximum rate in determining the Rider Charge. Our Company may decide in the future to change the rate prospectively between 0.20% and 0.75%.
Page 6	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Individual Flexible Premium Variable Annuity Contract Specifications
Form Number: SP-BSHARE-11.1
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
3	MINIMUM SUBSEQUENT PAYMENT [\$500]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from \$50 - \$1000.
3	SEPARATE ACCOUNT: [SEPARATE ACCOUNT SEVEN]	For new issues, we may change the bracketed name that is currently displayed to show the name of another valid Separate Account of Our Company.
3	MORTALITY AND EXPENSE RISK CHARGE: [0.45%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 1.35%.
3	ADMINISTRATION CHARGE: [0.20%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 0.25%.
3	ANNUAL MAINTENANCE FEE: \$0 IF THE CONTRACT VALUE IS \$50,000 OR MORE ON THE CONTRACT ANNIVERSARY. \$[50] IF THE CONTRACT VALUE IS LESS THAN \$50,000 ON THE CONTRACT ANNIVERSARY AND WHEN THE CONTRACT IS FULLY SURRENDERED	For new issues, we may change the bracketed amount displayed to another amount ranging from \$0 - \$50.

3	<p>PREMIUM BASED CHARGE: WE WILL APPLY AN ANNUAL PREMIUM BASED CHARGE AGAINST EACH PREMIUM PAYMENT MADE TO THIS CONTRACT. AN ANNUAL PREMIUM BASED CHARGE OF [0.50%] WILL BE DEDUCTED FROM THE CONTRACT VALUE ON THE CONTRACT ANNIVERSARY BASED ON REMAINING GROSS PREMIUMS. A PROPORTIONATE AMOUNT OF THE PREMIUM BASED CHARGE WILL BE DEDUCTED FOR ANY PORTION OF PREMIUM PAYMENT THAT IS SUBJECT TO THE CHARGE, BUT IS NOT HELD UNDER THE CONTRACT FOR THE FULL APPLICABLE CONTRACT YEAR.</p>	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.0% - 1.50%.
3	<p>MINIMUM AMOUNT RULE: THE MINIMUM AMOUNT RULE OF THE "PARTIAL SURRENDERS PRIOR TO THE ANNUITY COMMENCEMENT DATE" SECTION OF THE CONTRACT PROVIDES THAT A MINIMUM CONTRACT VALUE MUST BE MAINTAINED IN THE CONTRACT. AS OF THE CONTRACT ISSUE DATE, THE MINIMUM CONTRACT VALUE EQUALS [\$2,000]. WE RESERVE THE RIGHT TO INCREASE THE MINIMUM CONTRACT VALUE AT OUR DISCRETION, BUT IN NO EVENT WILL IT EXCEED \$10,000.</p>	For all issues, We may change the bracketed amount displayed to another amount ranging from \$2,000 - \$10,000.
3A	<p>ANNUAL WITHDRAWAL AMOUNT (AWA): THE AMOUNT THAT CAN BE WITHDRAWN IN ANY CONTRACT YEAR WITHOUT INCURRING A CONTINGENT DEFERRED SALES CHARGE (CDSC). THIS EQUALS 100% OF REMAINING GROSS PREMIUMS MADE MORE THAN [7] YEAR(S) AGO PLUS THE GREATER OF (A) OR (B) WHERE:</p> <p>(A) = CONTRACT VALUE AS OF THE WITHDRAWAL DATE MINUS REMAINING GROSS PREMIUMS.</p> <p>(B) = [5%] OF PREMIUM PAYMENTS MADE DURING EACH OF THE LAST [8] YEAR(S) PRIOR TO WITHDRAWAL PER CONTRACT YEAR ON A NONCUMULATIVE BASIS.</p> <p>AWA FORMULA: AWA = REMAINING GROSS PREMIUMS NO LONGER SUBJECT TO CDSC + MAXIMUM (EARNINGS, [5%] OF PREMIUM PAYMENTS STILL SUBJECT TO CDSC) WHERE:</p> <ul style="list-style-type: none"> • REMAINING GROSS PREMIUMS (RGP) = TOTAL PREMIUM PAYMENTS – CUMULATIVE PRIOR WITHDRAWALS SUBJECT TO CDSC AT THE TIME OF WITHDRAWAL; AND • EARNINGS = MAXIMUM (CONTRACT VALUE – RGP, 0). 	<p>For new issues, we may change the bracketed number of contract years that is currently displayed to other years ranging from 0 – 7.</p> <p>For new issues, we may change the bracketed percentage that is currently displayed to another percentage ranging from 0 – 10%. However, for Charitable Remainder Trust business we may increase the percentage to 20%.</p>

3A

CONTINGENT DEFERRED SALES CHARGE (CDSC): WE MAY ASSESS A CDSC WHEN YOU REQUEST A FULL OR PARTIAL SURRENDER. THE CDSC IS BASED ON THE AMOUNT YOU CHOOSE TO SURRENDER AND HOW LONG YOUR PREMIUM PAYMENTS HAVE BEEN IN THE CONTRACT. EACH PREMIUM PAYMENT HAS ITS OWN CDSC SCHEDULE. PREMIUM PAYMENTS ARE SURRENDERED IN THE ORDER IN WHICH THEY ARE RECEIVED. AMOUNTS WITHDRAWN IN EXCESS OF THE AWA ARE SUBJECT TO CDSC. THE AMOUNT ASSESSED A CDSC WILL NOT EXCEED YOUR REMAINING GROSS PREMIUMS AS DEFINED ABOVE. NO CDSC WILL BE ASSESSED IF ONLY THE AWA IS TAKEN, OR ELIGIBILITY REQUIREMENTS ARE MET FOR THE WAIVER OF THE CDSC.

FOR ANY SURRENDER, THE AMOUNT SUBJECT TO CDSC WILL BE CALCULATED AT THE TIME OF WITHDRAWAL BY DIVIDING (A) BY (B) MULTIPLIED BY (C) WHERE:

(A) = THE GROSS WITHDRAWAL AMOUNT MINUS THE AWA

(B) = THE CONTRACT VALUE MINUSE THE AWA

(C) = THE RGP SUBJECT TO CDSC

THE PERCENTAGES USED TO CALCULATE THE CDSC ARE EQUAL TO:

CHARGE	EACH PREMIUM PAYMENT
[8.5%	1
8%	2
7%	3
6%	4
5%	5
4%	6
3%	7
0%	8] AND THEREAFTER

The bracketed Contingent Deferred Sales Charge that is displayed 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.

STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Individual Flexible Premium Variable Annuity Contract Specifications
Form Number: SP-CSHARE-11.1
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
3	MINIMUM SUBSEQUENT PAYMENT [\$500]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from \$50 - \$1000.
3	SEPARATE ACCOUNT: [SEPARATE ACCOUNT SEVEN]	For new issues, we may change the bracketed name that is currently displayed to show the name of another valid Separate Account of Our Company.
3	MORTALITY AND EXPENSE RISK CHARGE: [1.30%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 1.60%.
3	ADMINISTRATION CHARGE: [0.20%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 0.25%.
3	ANNUAL MAINTENANCE FEE: \$0 IF THE CONTRACT VALUE IS \$50,000 OR MORE ON THE CONTRACT ANNIVERSARY. \$[50] IF THE CONTRACT VALUE IS LESS THAN \$50,000 ON THE CONTRACT ANNIVERSARY AND WHEN THE CONTRACT IS FULLY SURRENDERED.	For new issues, we may change the bracketed amount displayed to another amount ranging from \$0 - \$50.

3	MINIMUM AMOUNT RULE: THE MINIMUM AMOUNT RULE OF THE "PARTIAL SURRENDERS PRIOR TO THE ANNUITY COMMENCEMENT DATE" SECTION OF THE CONTRACT PROVIDES THAT A MINIMUM CONTRACT VALUE MUST BE MAINTAINED IN THE CONTRACT. AS OF THE CONTRACT ISSUE DATE, THE MINIMUM CONTRACT VALUE EQUALS [\$2,000]. WE RESERVE THE RIGHT TO INCREASE THE MINIMUM CONTRACT VALUE AT OUR DISCRETION, BUT IN NO EVENT WILL IT EXCEED \$10,000.	For all issues, We may change the bracketed amount displayed to another amount ranging from \$2,000 - \$10,000.
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STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Individual Flexible Premium Variable Annuity Contract Specifications
Form Number: SP-ISHARE-11.1
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
3	MINIMUM SUBSEQUENT PAYMENT [\$500]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from \$50 - \$1000.
3	SEPARATE ACCOUNT: [SEPARATE ACCOUNT SEVEN]	For new issues, we may change the bracketed name that is currently displayed to show the name of another valid Separate Account of Our Company.
3	MORTALITY AND EXPENSE RISK CHARGE: [0.10%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 1.00%.
3	ADMINISTRATION CHARGE: [0.20%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 0.25%.
3	ANNUAL MAINTENANCE FEE: \$0 IF THE CONTRACT VALUE IS \$50,000 OR MORE ON THE CONTRACT ANNIVERSARY. \$[50] IF THE CONTRACT VALUE IS LESS THAN \$50,000 ON THE CONTRACT ANNIVERSARY AND WHEN THE CONTRACT IS FULLY SURRENDERED.	For new issues, we may change the bracketed amount displayed to another amount ranging from \$0 - \$50.

3	MINIMUM AMOUNT RULE: THE MINIMUM AMOUNT RULE OF THE "PARTIAL SURRENDERS PRIOR TO THE ANNUITY COMMENCEMENT DATE" SECTION OF THE CONTRACT PROVIDES THAT A MINIMUM CONTRACT VALUE MUST BE MAINTAINED IN THE CONTRACT. AS OF THE CONTRACT ISSUE DATE, THE MINIMUM CONTRACT VALUE EQUALS [\$2,000]. WE RESERVE THE RIGHT TO INCREASE THE MINIMUM CONTRACT VALUE AT OUR DISCRETION, BUT IN NO EVENT WILL IT EXCEED \$10,000.	For all issues, We may change the bracketed amount displayed to another amount ranging from \$2,000 - \$10,000.
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STATEMENT OF VARIABLES

**Hartford Life Insurance Company
Individual Flexible Premium Variable Annuity Contract Specifications
Form Number: SP-LSHARE-11.1
August 23, 2011**

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

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
3	MINIMUM SUBSEQUENT PAYMENT [\$500]	For new issues we may change the bracketed amount that is currently displayed to another amount ranging from \$50 - \$1000.
3	SEPARATE ACCOUNT: [SEPARATE ACCOUNT SEVEN]	For new issues, we may change the bracketed name that is currently displayed to show the name of another valid Separate Account of Our Company.
3	MORTALITY AND EXPENSE RISK CHARGE: [1.25%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 1.70%.
3	ADMINISTRATION CHARGE: [0.20%] PER ANNUM OF THE DAILY SUB-ACCOUNTS VALUE.	For new issues, we may change the bracketed amount displayed to another amount ranging from 0.00% to 0.25%.
3	ANNUAL MAINTENANCE FEE: \$0 IF THE CONTRACT VALUE IS \$50,000 OR MORE ON THE CONTRACT ANNIVERSARY. \$[50] IF THE CONTRACT VALUE IS LESS THAN \$50,000 ON THE CONTRACT ANNIVERSARY AND WHEN THE CONTRACT IS FULLY SURRENDERED	For new issues, we may change the bracketed amount displayed to another amount ranging from \$0 - \$50.

3	<p>MINIMUM AMOUNT RULE: THE MINIMUM AMOUNT RULE OF THE "PARTIAL SURRENDERS PRIOR TO THE ANNUITY COMMENCEMENT DATE" SECTION OF THE CONTRACT PROVIDES THAT A MINIMUM CONTRACT VALUE MUST BE MAINTAINED IN THE CONTRACT. AS OF THE CONTRACT ISSUE DATE, THE MINIMUM CONTRACT VALUE EQUALS [\$2,000]. WE RESERVE THE RIGHT TO INCREASE THE MINIMUM CONTRACT VALUE AT OUR DISCRETION, BUT IN NO EVENT WILL IT EXCEED \$10,000.</p>	For all issues, We may change the bracketed amount displayed to another amount ranging from \$2,000 - \$10,000.
3A	<p>ANNUAL WITHDRAWAL AMOUNT (AWA): THE AMOUNT THAT CAN BE WITHDRAWN IN ANY CONTRACT YEAR PRIOR TO INCURRING SURRENDER CHARGES. THIS EQUALS 100% OF REMAINING GROSS PREMIUMS MADE MORE THAN [4] YEARS AGO PLUS THE GREATER OF (A) OR (B) WHERE:</p> <p>(A) = CONTRACT VALUE AS OF THE VALUATION DAY OF THE WITHDRAWAL MINUS REMAINING GROSS PREMIUMS.</p> <p>(B) = [5%] OF PREMIUM PAYMENTS MADE DURING EACH OF THE LAST [4] YEARS PRIOR TO WITHDRAWAL PER CONTRACT YEAR ON A NONCUMULATIVE BASIS.</p> <p>AWA FORMULA: AWA = REMAINING GROSS PREMIUMS NO LONGER SUBJECT TO CONTINGENT DEFERRED SALES CHARGE + MAXIMUM (EARNINGS, [5%] OF PREMIUM PAYMENTS STILL SUBJECT TO CONTINGENT DEFERRED SALES CHARGE) WHERE:</p> <ul style="list-style-type: none"> • REMAINING GROSS PREMIUMS (RGP) = TOTAL PREMIUM PAYMENTS – CUMULATIVE PRIOR WITHDRAWALS SUBJECT TO CDSC AT THE TIME OF WITHDRAWAL; AND • EARNINGS = MAXIMUM (CONTRACT VALUE – RGP, 0). 	<p>For new issues, we may change the bracketed number of contract years that is currently displayed to other years ranging from 0 – 4.</p> <p>For new issues, we may change the bracketed percentage that is currently displayed to another percentage ranging from 0 – 10%. However, for Charitable Remainder Trust business we may increase the percentage to 20%.</p>
3A	<p>CONTINGENT DEFERRED SALES CHARGE (CDSC): WE MAY ASSESS A CDSC WHEN YOU REQUEST A FULL OR PARTIAL SURRENDER. THE CDSC IS BASED ON THE AMOUNT YOU CHOOSE TO SURRENDER AND HOW LONG YOUR PREMIUM PAYMENTS HAVE BEEN IN THE CONTRACT. EACH PREMIUM PAYMENT HAS ITS OWN CDSC SCHEDULE. PREMIUM PAYMENTS ARE SURRENDERED IN THE ORDER IN WHICH THEY ARE RECEIVED. AMOUNTS WITHDRAWN IN EXCESS OF THE AWA ARE SUBJECT TO CDSC. THE AMOUNT ASSESSED A CDSC WILL NOT EXCEED YOUR REMAINING GROSS PREMIUMS AS DEFINED ABOVE. NO CDSC WILL BE ASSESSED IF ONLY THE AWA IS TAKEN, OR ELIGIBILITY REQUIREMENTS ARE MET FOR THE WAIVER OF THE CDSC.</p> <p>FOR ANY SURRENDER, THE AMOUNT SUBJECT TO CDSC WILL BE CALCULATED AT THE TIME OF WITHDRAWAL BY DIVIDING (A) BY (B) MULTIPLIED BY (C) WHERE:</p>	The bracketed Contingent Deferred Sales Charge that is displayed 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.

(A) = THE GROSS WITHDRAWAL AMOUNT MINUS THE AWA

(B) = THE CONTRACT VALUE MINUS THE AWA

(C) = THE RGP SUBJECT TO CDSC

THE PERCENTAGES USED TO CALCULATE THE CDSC ARE EQUAL TO:

CHARGE

**NUMBER OF YEARS FROM
EACH PREMIUM PAYMENT**

[8%

1

7%

2

6%

3

5%

4

0%

5] AND THEREAFTER

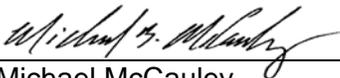
**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: Hartford Life Insurance Company

Form Title(s): Contract Specifications, Contract Specifications, Contract Specifications, Contract Specifications, Return of Premium Death Benefit Rider V, Maximum Anniversary Value Death Benefit Rider V, Enhanced Return of Premium Death Benefit Rider, Premium Based Charge Rider, Guaranteed Minimum Accumulation Benefit Rider II, Guaranteed Minimum Accumulation Benefit Plus Rider, Guaranteed Minimum Withdrawal Benefit Rider II-2 (Single Life), Guaranteed Minimum Withdrawal Benefit Plus Rider II-2(Single Life), Guaranteed Minimum Withdrawal Benefit Rider II-2(Joint Life/Spousal), Guaranteed Minimum Withdrawal Benefit Plus Rider II-2 (Joint Life/Spousal)

Form Number(s): SP-BSHARE-11.1, SP-CSHARE-11.1, SP-IShare-11.1, SP-LSHARE-11.1, HL-ROP-11.2, HL-MAV-11.2, HL-EROPDB-11, HL-PBCR-11.2, HL-GMAB-11.1, HL-GMABP-11.1, HL-GMWBS-11.2, HL-GMWBSP-11.2, HL-GMWBJ-11.2, HL-GMWBJP-11.2

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

August 30, 2011

Date

SERFF Tracking Number: *FRCS-127391865* *State:* *Arkansas*
Filing Company: *Hartford Life Insurance Company* *State Tracking Number:* *49686*
Company Tracking Number: *5616.1*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *HPRM3*
Project Name/Number: *HARTFORD/64.1/64.1*

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/30/2011		Supporting Application Document	09/29/2011	