

SERFF Tracking Number: TPCI-127710514 State: Arkansas
 Filing Company: PHL Variable Insurance Company State Tracking Number: 50325
 Company Tracking Number: 11GMDB-A
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium
 Variable
 Product Name: 11GMDB-A
 Project Name/Number: /

Filing at a Glance

Company: PHL Variable Insurance Company
 Product Name: 11GMDB-A SERFF Tr Num: TPCI-127710514 State: Arkansas
 TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 50325
 Variable Closed
 Sub-TOI: A02I.004 Modified Single Premium Co Tr Num: 11GMDB-A State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Scott Zweig, Joseph Disposition Date: 11/30/2011
 Bonfitto, Barbara Slater, Jeanie
 Gagnon, Elizabeth Stevens,
 Colleen Lyons, Marlene Burghardt
 Date Submitted: 11/22/2011 Disposition Status: Approved-
 Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 11/30/2011
 State Status Changed: 11/30/2011
 Deemer Date: Created By: Marlene Burghardt
 Submitted By: Scott Zweig Corresponding Filing Tracking Number:
 Filing Description:
 For Approval Purposes
 Form 11GMDB-A – Guaranteed Minimum Death Benefit Rider
 Form 11GMDB-S – Guaranteed Minimum Death Benefit Rider
 Form 11GLWB2 – Guaranteed Lifetime Withdrawal Benefit Rider
 Form 11EWB – Enhanced Withdrawal Benefit Rider
 Form 11RSP – Rider Component Specifications Page

SERFF Tracking Number: TPCI-127710514 State: Arkansas
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Variable
Product Name: 11GMDB-A
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We are filing the above-referenced forms for approval in your jurisdiction. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, positioning and pagination. These forms are new and are not intended to replace existing forms. We intend to make these forms available on March 26, 2012, but not without approval from your Department. These forms will be marketed to the general public. They were approved by our domiciliary state of Connecticut for use outside of Connecticut effective November 22, 2011.

Form 11GMDB-A, is a guaranteed minimum death benefit rider that provides a death benefit which may exceed that offered by the attached annuity contract. There is a charge for this rider.

Form 11GMDB-S, is a guaranteed minimum death benefit rider that provides a death benefit which may exceed that provided by the attached annuity contract. There is a charge for this rider.

Form 11GLWB2, is a guaranteed lifetime withdrawal benefit rider that provides guaranteed withdrawals up to the Annual Benefit Amount each Rider Year following the Rider Exercise Date for the life of the Covered Person(s) regardless of the value of the base contract. There is a charge for this rider.

Form 11EWB, is a guaranteed withdrawal benefit rider that provides guaranteed withdrawals up to the Enhanced Benefit Amount following the Rider Exercise Date as long as the Covered Person(s) meets certain qualifying conditions, regardless of the value of the base contract. The Enhanced Withdrawal Benefit rider is not qualified long-term care, as defined in the Internal Revenue Code and does not qualify for any preferred tax treatment. There is a charge for this rider.

Form 11RSP, is a specification page that will be used with the above referenced riders and contains information applicable to all of the features contained within the elected rider and listed in the "Rider Components" field.

Each of the above listed riders is considered a Rider Component that can be offered either independently or in conjunction with one another to form a combination benefit rider. For example, form 11GLWB2 can be offered alone, but it may also be offered combined with 11GMDB and 11EWB. When any of these riders are issued, form 11RSP will serve as the first page of the rider, followed by any applicable attached Rider Components. There is an explicit charge for the rider(s) that varies based on the particular version selected.

These riders will be offered with form 10FIA, a Modified Single Premium Deferred Fixed Indexed Annuity contract with an optional Premium Bonus, previously approved by your Department on 8/4/2010, (SERFF # TPCI-126614914; State Tracking # 459710) as well as any other contract approved in the future.

SERFF Tracking Number: TPCI-127710514 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 50325
Company Tracking Number: 11GMDB-A
TOI: A021 Individual Annuities- Deferred Non- Variable Sub-TOI: A021.004 Modified Single Premium
Product Name: 11GMDB-A
Project Name/Number: /

This submission, including charges and other values, is for specimen purposes only. Other scenarios may generate additional text information in the specifications and tables section of the schedule pages. An actuarial memorandum is enclosed for these forms.

Text ordinarily bracketed appears in the specification sections of the forms. See the attached Statement of Variability for a more complete description. Any requisite fees and filing documents have been enclosed.

Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me at 1-860/403-5951, by fax at (860) 403-7225 or by e-mail at scott.zweig@phoenixwm.com.

Sincerely,

Scott Zweig
Director, State Compliance

Company and Contact

Filing Contact Information

Scott Zweig, Director scott.zweig@phoenixwm.com
One American Row 860-403-5951 [Phone]
Hartford, CT 06102 860-403-5296 [FAX]

Filing Company Information

PHL Variable Insurance Company CoCode: 93548 State of Domicile: Connecticut
One American Row Group Code: 403 Company Type: Life Insurance and
Annuities
Hartford, CT 06102 Group Name: State ID Number:
(860) 403-5000 ext. [Phone] FEIN Number: 06-1045829

Filing Fees

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

SERFF Tracking Number: TPCI-127710514 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 50325
Company Tracking Number: 11GMDB-A
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium
Variable
Product Name: 11GMDB-A
Project Name/Number: /
Fee Explanation: 5 FORMS AT \$50 PER FORM.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
PHL Variable Insurance Company	\$250.00	11/22/2011	53992902

SERFF Tracking Number: TPCI-127710514 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 50325
Company Tracking Number: 11GMDB-A
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
Variable
Product Name: 11GMDB-A
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	11/30/2011	11/30/2011

SERFF Tracking Number: TPCI-127710514 State: Arkansas
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 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
 Variable
 Product Name: 11GMDB-A
 Project Name/Number: /

Form Schedule

Lead Form Number: 11GMDB-A

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11GMDB-A	Policy/Cont Guaranteed ract/Fratern Minimum Death al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.040	11GMDB-A FINAL 11-19-11.pdf
	11GMDB-S	Policy/Cont Guaranteed ract/Fratern Minimum Death al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.850	11GMDB-S FINAL 11-19-11.pdf
	11GLWB2	Policy/Cont Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.890	11GLWB2 FINAL 11-19-11.pdf
	11EWB	Policy/Cont Enhanced ract/Fratern Withdrawal Benefit al Rider	Initial		55.440	11EWB FINAL 11-19-11.pdf



GUARANTEED MINIMUM DEATH BENEFIT RIDER

This rider is a part of the contract to which it is attached. In addition to the information contained in the Component Rider Specifications, the following information applies. Except as specified in this rider, it is subject to all of the provisions contained in the contract. This rider takes effect on the Rider Issue Date.

The Federal Defense of Marriage Act states that neither civil union partners nor same-gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same-gender marriage. For information regarding federal tax laws please consult a tax advisor.

RIDER SPECIFICATIONS

Contract Number:	[13000000]
Rider Issue Date:	[January 1, 2012]
GMDB Benefit Base on Rider Issue Date:	[\$100,000]
GMDB Benefit Base Bonus Percentage:	[25%]
Maximum GMDB Benefit Base Percentage:	[200%]
Guaranteed Minimum GMDB Roll-Up Rate:	[3.00%]
GMDB Benefit Base Withdrawal Factor:	[5%]
Evaluation Period:	[2 year period prior to and including the Rider Issue Date]
Death Benefit Payment Duration:	[5 years, annually]
Death Benefit Guarantee Withdrawal Factor at Issue:	[5%]
Minimum Death Benefit Guarantee Withdrawal Factor:	[1%]
Death Benefit Guarantee Reset Frequency:	[[5th] Rider Anniversary]

RIDER SPECIFICATIONS (continued)

Guaranteed Minimum Death Benefit Method:

[[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]]

[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable [over the Death Benefit Payment Duration]

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate})$, subject to the Maximum GMDB Benefit Base.

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus GMDB Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor}$, subject to the Maximum GMDB Benefit Base.

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]

[Or,]

[Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable [in one lump sum]

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the Death Benefit Guarantee Withdrawal Threshold Amount, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date and on each Rider Anniversary. It is equal to the Cumulative Premium, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guaranteed Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee is available even if the Accumulation Value of the attached contract is reduced to zero.]]

1. Definitions

Any additional terms used in this rider that are not specifically defined herein, are as defined in the attached contract.

The term “**Covered Person(s)**” means the person(s) whose life is used to determine payment of the Enhanced Death Benefit provided by this rider. A Covered Person must be a natural person and cannot be changed.

For the Single Life Option, Covered Person can be only one life. If there is one natural person Owner, the Owner is the Covered Person. If there are multiple natural person Owners, one must be designated as the Covered Person. If the Owner is a non-natural person, the Annuitant named in the contract is the Covered Person. If there are multiple Annuitants, one must be designated as the Covered Person. This rider terminates upon the death of the Covered Person.

For the Spousal Life Option, Covered Persons must be federal spouses, as defined in the attached contract. If there is one natural person Owner, the Owner and the Owner's spouse must be the Covered Persons and the spouse must be the Owner's sole beneficiary. If there are two spousal Owners, the Covered Persons are the spousal Owners, and they must both be each other's beneficiary. If the Owner is a non-natural person, both Annuitants named in the contract are Covered Persons. The Annuitants must be spouses and must be each other's sole beneficiary. If there are multiple non-spousal Owners the Spousal Life Option is not allowed. This rider terminates upon the death of the surviving Covered Person. If you elect the Spousal Life Option and subsequently obtain a divorce, there will be modifications to the terms of this rider. For further information please contact our Annuity Operations Division.

The “**Death Benefit Guarantee**” is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The term “**Evaluation Period**” means the period of time that certain Rider Exclusions described in Section 4 cannot apply to any Covered Person(s) or the Covered Person(s) will not be eligible for Enhanced Benefit Amount payments.

The “**GMDB Benefit Base**” is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The “**GMDB Roll-Up Rate**” is the applicable rate used in determining the increase to the GMDB Benefit Base provided by the Roll-Up feature. The GMDB Roll-Up Rates applicable for your rider are shown in Section 9. The GMDB Roll-Up Rate will never be less than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications.

The term “**Monthly Anniversary**” is the same day each month as the Rider Issue Date following the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If the day is a non-business day, the next business day will be used.

The term “**Rider Anniversary**” means the same day and month of each year as the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If that day is a non-business day, any fees will be deducted and the GMDB Benefit Base will be re-calculated on the next business day.

The term “**Rider Exercise Date**” means the earliest date you elect to begin receiving benefits under any attached Rider Component. This date will be set to the Monthly Anniversary following the date we receive and process your request to begin receiving payments under the attached Rider Component. There is no Rider Exercise Date for the Guaranteed Minimum Death Benefit feature; it is only used for calculating the GMDB Benefit Base.

The term “**Rider Issue Date**” means the date the rider becomes effective and is shown in the rider specifications. Any charges for this rider are calculated from the Rider Issue Date. Rider Years and Rider Anniversaries are determined from the Rider Issue Date.

The term “**Rider Option**” means the Guaranteed Minimum Death Benefit option provided under this rider. The Rider Option must be elected on the Rider Issue Date and cannot be changed after the Rider Issue Date.

Single Life Option

The Guaranteed Minimum Death Benefit under the Single Life Option covers only one life, and will be paid on the death of the Covered Person.

Spousal Life Option

The Guaranteed Minimum Death Benefit under the Spousal Life Option covers two spousal lives, and will only be paid on the death of the last surviving Covered Person. The requirements for Covered Persons, as specified above, must be satisfied in order to elect this option.

The term “**Rider Year**” means, with respect to the first Rider Year, the one-year period beginning on the Rider Issue Date up to, but not including, the first Rider Anniversary. Each subsequent Rider Year is the one-year period beginning on a Rider Anniversary up to, but not including, the next Rider Anniversary.

2. Overview

Subject to the terms and conditions described herein, this rider provides for a Guaranteed Minimum Death Benefit (“GMDB”). The GMDB benefit provides a guaranteed minimum death benefit which may exceed that offered by the attached contract. Upon the death of the Covered Person, the designated Beneficiary will have the option to choose either the death benefit as provided by the base contract or the Guaranteed Minimum Death Benefit as provided by this rider. The GMDB is described in the Guaranteed Minimum Death Benefit Method section of the rider specifications. You may not assign your interest in this rider to anyone without our prior written approval. If you assign your rights or interest in this rider without our prior written approval, it will immediately terminate without value.

3. Adjustment for Misstatement of Age

If the age of any Covered Person has been misstated, the GMDB Benefit Base and the Death Benefit Guarantee will be adjusted based on such Covered Person’s correct age.

4. Rider Exclusion

Even after this rider has been issued, we will not pay any benefits under the terms of this rider if we determine that at the time of issue, any of the following Rider Exclusions applied:

- 1) Any Covered Person was confined to a Nursing Home, Assisted Living Facility, Hospital, Hospice Facility or any other similar facility during the Evaluation Period shown in the rider specifications.
- 2) Any Covered Person has been diagnosed with a Terminal Illness prior to the Rider Issue Date.

5. GMDB Benefit Base Bonus

The GMDB Benefit Base Bonus is an amount that will be added to the GMDB Benefit Base on the Rider Issue Date. The GMDB Benefit Base Bonus is calculated by multiplying the Accumulation Value on the Rider Issue Date by the GMDB Benefit Base Bonus Percentage, shown in the rider specifications.

6. Maximum GMDB Benefit Base

The GMDB Benefit Base may never exceed the Maximum GMDB Benefit Base. On or before the Rider Exercise Date, the Maximum GMDB Benefit Base equals:

$$(A - B) \times C$$

Where,

- A = Cumulative Premium plus any Premium Bonus plus any GMDB Benefit Base Bonus
- B = cumulative Gross Withdrawals prior to the Rider Exercise Date
- C = the Maximum GMDB Benefit Base Percentage (shown on the rider specifications).

The Maximum GMDB Benefit Base is not recalculated after the Rider Exercise Date.

7. Roll-Up Feature

The GMDB Roll-Up feature has the potential to increase your GMDB Benefit Base. The GMDB Roll-Up Rate for each year of the initial Roll-Up Period is shown in Section 9. The GMDB Roll-Up feature is not available after the earlier of the Rider Exercise Date and the conclusion of the final Roll-Up Period. See the Guaranteed Minimum Death Benefit Method shown in the rider specifications for how this feature is used in the calculation of the GMDB Benefit Base.

At the end of each Roll-Up Period, prior to the Rider Exercise Date, the Owner may elect to begin a new Roll-Up Period ("Roll-Up Restart"). Election of a Roll-Up Restart will be effective for all attached Rider Components. The GMDB Roll-Up Rates applicable for each subsequent Roll-Up Period will be declared prior to the start of the new Roll-Up Period, but they will never be lower than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications. The Rider Fee Percentage may change on restart but will never exceed the Maximum Rider Fee Percentage shown on the Component Rider Specifications. The new Roll-Up Period will be the same duration as the most recently concluded Roll-Up Period. The number of Roll-Up Restarts is limited to the Maximum Roll-Up Restarts shown in the Component Rider Specifications.

If the Owner does not elect to restart the Roll-Up Period, the GMDB Roll-Up feature will cease and no future restarts will be permitted.

8. Termination of Rider

The following events will result in termination without value of this Rider Component only:

1. the GMDB Benefit Base is reduced to zero;
- And
2. the Death Benefit Guarantee is reduced to zero.

Any of the following events will result in termination of all attached Rider Components without value:

1. the date there is a change in any Covered Person;
2. the date of commencement of annuity payments under an annuity payment option as described in the base contract;
1. the date the contract, to which the rider is attached, terminates;
2. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
3. the date you assign your interests in the contract to which this rider is attached;
4. the date you assign any rights or interest in this rider to anyone without our prior written approval;
5. the date any death benefit is paid under the contract to which this rider is attached;
6. the date the Owner elects, in writing, to terminate or cancel the rider on or after the Earliest Cancellation Date.

PHL Variable Insurance Company


[Secretary]

9. Benefit Tables

GMDB Roll-Up Table

Rider Year	GMDB Roll-Up Rate %
[1	[10.00
2	20.00
3	30.00
4	40.00
5	50.00
6	60.00
7	70.00
8	80.00
9	90.00
10]	100.00]

GMDB Benefit Base Factor Table

Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		

GMDB Termination Factor Table

Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		

Death Benefit Guarantee Factor Table

Rider Year	Death Benefit Guarantee Factor %	Rider Year	Death Benefit Guarantee Factor %	Rider Year	Death Benefit Guarantee Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		



GUARANTEED MINIMUM DEATH BENEFIT RIDER

This rider is a part of the contract to which it is attached. In addition to the information contained in the Component Rider Specifications, the following information applies. Except as specified in this rider, it is subject to all of the provisions contained in the contract. This rider takes effect on the Rider Issue Date.

The Federal Defense of Marriage Act states that neither civil union partners nor same-gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same-gender marriage. For information regarding federal tax laws please consult a tax advisor.

RIDER SPECIFICATIONS

Contract Number:	[13000000]
Rider Issue Date:	[January 1, 2012]
GMDB Benefit Base on Rider Issue Date:	[\$100,000]
GMDB Benefit Base Bonus Percentage:	[25%]
Maximum GMDB Benefit Base Percentage:	[200%]
Guaranteed Minimum GMDB Roll-Up Rate:	[3.00%]
GMDB Benefit Base Withdrawal Factor:	[5%]
Evaluation Period:	[2 year period prior to and including the Rider Issue Date]
Death Benefit Payment Duration:	[5 years, annually]

RIDER SPECIFICATIONS (continued)

Guaranteed Minimum Death Benefit Method:

[Compound Interest Method

[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]

[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable [over the Death Benefit Payment Duration]

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$(1 + \text{GMDB Roll-Up Rate}) \times \text{GMDB Benefit Base}$ prior to the re-calculation, subject to the Maximum GMDB Benefit Base.

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]

[Or,]

[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable [in one lump sum.]]]

1. Definitions

Any additional terms used in this rider that are not specifically defined herein, are as defined in the attached contract.

The term “**Covered Person(s)**” means the person(s) whose life is used to determine payment of the Enhanced Death Benefit provided by this rider. A Covered Person must be a natural person and cannot be changed.

For the Single Life Option, Covered Person can be only one life. If there is one natural person Owner, the Owner is the Covered Person. If there are multiple natural person Owners, one must be designated as the Covered Person. If the Owner is a non-natural person, the Annuitant named in the contract is the Covered Person. If there are multiple Annuitants, one must be designated as the Covered Person. This rider terminates upon the death of the Covered Person.

For the Spousal Life Option, Covered Persons must be federal spouses, as defined in the attached contract. If there is one natural person Owner, the Owner and the Owner’s spouse must be the Covered Persons and the spouse must be the Owner’s sole beneficiary. If there are two spousal Owners, the Covered Persons are the spousal Owners, and they must both be each other’s beneficiary. If the Owner is a non-natural person, both Annuitants named in the contract are Covered Persons. The Annuitants must be spouses and must be each other’s sole beneficiary. If there are multiple non-spousal Owners the Spousal Life Option is not allowed. This rider terminates upon the death of the surviving Covered Person. If you elect the Spousal Life Option and subsequently obtain a divorce, there will be modifications to the terms of this rider. For further information please contact our Annuity Operations Division.

The “**Death Benefit Guarantee**” is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The term “**Evaluation Period**” means the period of time that certain Rider Exclusions described in Section 4 cannot apply to any Covered Person(s) or the Covered Person(s) will not be eligible for Enhanced Benefit Amount payments.

The “**GMDB Benefit Base**” is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The “**GMDB Roll-Up Rate**” is the applicable rate used in determining the increase to the GMDB Benefit Base provided by the Roll-Up feature. The GMDB Roll-Up Rates applicable for your rider are shown in Section 9. The GMDB Roll-Up Rate will never be less than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications.

The term “**Monthly Anniversary**” is the same day each month as the Rider Issue Date following the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If the day is a non-business day, the next business day will be used.

The term “**Rider Anniversary**” means the same day and month of each year as the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If that day is a non-business day, any fees will be deducted and the GMDB Benefit Base will be re-calculated on the next business day.

The term “**Rider Exercise Date**” means the earliest date you elect to begin receiving benefits under any attached Rider Component. This date will be set to the Monthly Anniversary following the date we receive and process your request to begin receiving payments under the attached Rider Component. There is no Rider Exercise Date for the Guaranteed Minimum Death Benefit feature; it is only used for calculating the GMDB Benefit Base.

The term “**Rider Issue Date**” means the date the rider becomes effective and is shown in the rider specifications. Any charges for this rider are calculated from the Rider Issue Date. Rider Years and Rider Anniversaries are determined from the Rider Issue Date.

The term “**Rider Option**” means the Guaranteed Minimum Death Benefit option provided under this rider. The Rider Option must be elected on the Rider Issue Date and cannot be changed after the Rider Issue Date.

Single Life Option

The Guaranteed Minimum Death Benefit under the Single Life Option covers only one life, and will be paid on the death of the Covered Person.

Spousal Life Option

The Guaranteed Minimum Death Benefit under the Spousal Life Option covers two spousal lives, and will only be paid on the death of the last surviving Covered Person. The requirements for Covered Persons, as specified above, must be satisfied in order to elect this option.

The term “**Rider Year**” means, with respect to the first Rider Year, the one-year period beginning on the Rider Issue Date up to, but not including, the first Rider Anniversary. Each subsequent Rider Year is the one-year period beginning on a Rider Anniversary up to, but not including, the next Rider Anniversary.

2. Overview

Subject to the terms and conditions described herein, this rider provides for a Guaranteed Minimum Death Benefit (“GMDB”). The GMDB benefit provides a guaranteed minimum death benefit which may exceed that offered by the attached contract. Upon the death of the Covered Person, the designated Beneficiary will have the option to choose either the death benefit as provided by the base contract or the Guaranteed Minimum Death Benefit as provided by this rider. The GMDB is described in the Guaranteed Minimum Death Benefit Method section of the rider specifications. You may not assign your interest in this rider to anyone without our prior written approval. If you assign your rights or interest in this rider without our prior written approval, it will immediately terminate without value.

3. Adjustment for Misstatement of Age

If the age of any Covered Person has been misstated, the GMDB Benefit Base will be adjusted based on such Covered Person’s correct age.

4. Rider Exclusion

Even after this rider has been issued, we will not pay any benefits under the terms of this rider if we determine that at the time of issue, any of the following Rider Exclusions applied:

- 1) Any Covered Person was confined to a Nursing Home, Assisted Living Facility, Hospital, Hospice Facility or any other similar facility during the Evaluation Period shown in the rider specifications.
- 2) Any Covered Person has been diagnosed with a Terminal Illness prior to the Rider Issue Date.

5. GMDB Benefit Base Bonus

The GMDB Benefit Base Bonus is an amount that will be added to the GMDB Benefit Base on the Rider Issue Date. The GMDB Benefit Base Bonus is calculated by multiplying the Accumulation Value on the Rider Issue Date by the GMDB Benefit Base Bonus Percentage, shown in the rider specifications.

6. Maximum GMDB Benefit Base

The GMDB Benefit Base may never exceed the Maximum GMDB Benefit Base. On or before the Rider Exercise Date, the Maximum GMDB Benefit Base equals:

$$(A - B) \times C$$

Where,

- A = Cumulative Premium plus any Premium Bonus plus any GMDB Benefit Base Bonus
- B = cumulative Gross Withdrawals prior to the Rider Exercise Date
- C = the Maximum GMDB Benefit Base Percentage (shown on the rider specifications).

The Maximum GMDB Benefit Base is not recalculated after the Rider Exercise Date.

7. Roll-Up Feature

The GMDB Roll-Up feature has the potential to increase your GMDB Benefit Base. The GMDB Roll-Up Rate for each year of the initial Roll-Up Period is shown in Section 9. The GMDB Roll-Up feature is not available after the earlier of the Rider Exercise Date and the conclusion of the final Roll-Up Period. See the Guaranteed Minimum Death Benefit Method shown in the rider specifications for how this feature is used in the calculation of the GMDB Benefit Base.

At the end of each Roll-Up Period, prior to the Rider Exercise Date, the Owner may elect to begin a new Roll-Up Period ("Roll-Up Restart"). Election of a Roll-Up Restart will be effective for all attached Rider Components. The GMDB Roll-Up Rates applicable for each subsequent Roll-Up Period will be declared prior to the start of the new Roll-Up Period, but they will never be lower than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications. The Rider Fee Percentage may change on restart but will never exceed the Maximum Rider Fee Percentage shown on the Component Rider Specifications. The new Roll-Up Period will be the same duration as the most recently concluded Roll-Up Period. The number of Roll-Up Restarts is limited to the Maximum Roll-Up Restarts shown in the Component Rider Specifications.

If the Owner does not elect to restart the Roll-Up Period, the GMDB Roll-Up feature will cease and no future restarts will be permitted.

8. Termination of Rider

The following events will result in termination without value of this Rider Component only:

1. the GMDB Benefit Base is reduced to zero;
- Or
2. the Accumulation Value is reduced below the Minimum Remaining Accumulation Value.

Any of the following events will result in termination of all attached Rider Components without value:

1. the date there is a change in any Covered Person;
2. the date of commencement of annuity payments under an annuity payment option as described in the base contract;
3. the date the contract, to which the rider is attached, terminates;
4. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
5. the date you assign your interests in the contract to which this rider is attached;
6. the date you assign any rights or interest in this rider to anyone without our prior written approval;
7. the date any death benefit is paid under the contract to which this rider is attached;
8. the date the Owner elects, in writing, to terminate or cancel the rider on or after the Earliest Cancellation Date.

PHL Variable Insurance Company


[Secretary]

9. Benefit Tables

GMDB Roll-Up Table

Rider Year	GMDB Roll-Up Rate %
[1	[10.00
2	20.00
3	30.00
4	40.00
5	50.00
6	60.00
7	70.00
8	80.00
9	90.00
10]	100.00]

GMDB Benefit Base Factor Table

Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		

GMDB Termination Factor Table

Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		



GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

This rider is a part of the contract to which it is attached. In addition to the information contained in the Component Rider Specifications, the following information applies. Except as specified in this rider, it is subject to all of the provisions contained in the contract. This rider takes effect on the Rider Issue Date.

The Federal Defense of Marriage Act states that neither civil union partners nor same-gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same-gender marriage. For information regarding federal tax laws please consult a tax advisor.

RIDER SPECIFICATIONS

Contract Number:	[13000000]
Rider Issue Date:	[January 1, 2012]
Earliest Rider Exercise Date:	[January 1, 2013]
Benefit Threshold Amount:	[sum of the Annual Benefit Amount and the Enhanced Benefit Amount]
Withdrawal Benefit Base on Rider Issue Date:	[\$100,000]
Withdrawal Benefit Base Bonus Percentage:	[25%]
Maximum Withdrawal Benefit Base Percentage:	[200%]
Guaranteed Minimum GLWB Roll-Up Rate:	[1.00%]
Maximum GLWB Echo Roll-Up Rate:	[4.50%]
Echo Factor:	[100%]

RIDER SPECIFICATIONS (continued)

Withdrawal Benefit Base Method:

Compound Interest Method

On the Rider Issue Date the Withdrawal Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable Withdrawal Benefit Base Bonus.

Prior to the Rider Exercise Date, on any Rider Anniversary the Withdrawal Benefit Base will be equal to:

$A \times (1 + B + C)$, subject to the Maximum Withdrawal Benefit Base.

Where,

A = Withdrawal Benefit Base prior to the re-calculation

B = GLWB Roll-Up Rate

C = GLWB Echo Roll-Up Rate

After the conclusion of the final Roll-Up Period, the GLWB Roll-Up Rate is equal to zero.

On or before the Rider Exercise Date, the Withdrawal Benefit Base will be reduced by any withdrawal (including RMDs). The Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

After the Rider Exercise Date, the Withdrawal Benefit Base will be recalculated on the date of any Excess Withdrawal. The Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the Excess Withdrawal.

On or after the Rider Exercise Date, for IRA and qualified plan contracts, cumulative withdrawals during a Rider Year will be considered Excess Withdrawals only if they exceed the greatest of (a), (b) and (c), where:

(a) = the Benefit Threshold Amount;

(b) = the RMD for the first calendar year during the current Rider Year; and

(c) = the RMD for the second calendar year during the current Rider Year.

The Withdrawal Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

Please note: the Withdrawal Benefit Base will be reduced by: (1) any withdrawals taken prior to the Rider Exercise Date, including RMDs, and (2) any withdrawals taken after the Rider Exercise Date that exceed the greater of the Benefit Threshold Amount or the RMD allowance described above.]

1. Definitions

Any additional terms used in this rider that are not specifically defined herein, are as defined in the attached contract and riders.

The “**Annual Benefit Amount Percentage**” is the percentage that we will use to calculate the Annual Benefit Amount. It is based on the attained age of the youngest living Covered Person on the Rider Exercise Date. If the Rider Exercise Date occurs on a Rider Anniversary, the Annual Benefit Amount Percentage for the following Rider Year will be used. Please see Section 11 for the table of applicable Annual Benefit Amount Percentages.

The term “**Covered Person(s)**” means the person(s) whose life is used to determine the duration of the lifetime Annual Benefit Amount payments. A Covered Person must be a natural person and cannot be changed.

For the Single Life Option, Covered Person can be only one life. If there is one natural person Owner, the Owner is the Covered Person. If there are multiple natural person Owners, one must be designated as the Covered Person. If the Owner is a non-natural person, the Annuitant named in the contract is the Covered Person. If there are multiple Annuitants, one must be designated as the Covered Person. This rider terminates upon the death of the Covered Person.

For the Spousal Life Option, Covered Persons must be federal spouses, as defined in the attached contract. If there is one natural person Owner, the Owner and the Owner's spouse must be the Covered Persons and the spouse must be the Owner's sole beneficiary. If there are two spousal Owners, the Covered Persons are the spousal Owners, and they must both be each other's beneficiary. If the Owner is a non-natural person, both Annuitants named in the contract are Covered Persons. The Annuitants must be spouses and must be each other's sole beneficiary. If there are multiple non-spousal Owners the Spousal Life Option is not allowed. This rider terminates upon the death of the surviving Covered Person. If you elect the Spousal Life Option and subsequently obtain a divorce, there will be modifications to the terms of this rider. For further information please contact our Annuity Operations Division.

The term “**Excess Withdrawal**” refers to any withdrawal that causes the cumulative withdrawals during a Rider Year to exceed the Benefit Threshold Amount, shown in the rider specifications. The withdrawn amount that exceeds the Benefit Threshold Amount and any subsequent withdrawals in that Rider Year will be considered Excess Withdrawals. The Annual Benefit Amount and Withdrawal Benefit Base will be recalculated as a result of any Excess Withdrawal. Please note that Excess Withdrawals may also incur additional charges and adjustments pursuant to the attached contract.

The “**GLWB Echo Roll-Up Rate**” is the applicable rate used in determining the increase to the Withdrawal Benefit Base provided by the Roll-Up feature. The GLWB Echo Roll-Up Rate is calculated on each Rider Anniversary prior to the Rider Exercise Date and is equal to the weighted average of the interest credited to the Fixed Account and the index credits applied to the Indexed Accounts of the attached contract during the prior Contract Year, multiplied by the Echo Factor. The GLWB Echo Roll-Up Rate will never exceed the Maximum GLWB Echo Roll-Up Rate shown in the rider specifications.

The “**GLWB Roll-Up Rate**” is the applicable rate used in determining the increase to the Withdrawal Benefit Base provided by the Roll-Up feature. The GLWB Roll-Up Rates applicable for your rider are shown in Section 11. The GLWB Roll-Up Rate will never be less than the Guaranteed Minimum GLWB Roll-Up Rate shown in the rider specifications.

The term “**Monthly Anniversary**” is the same day each month as the Rider Issue Date following the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If the day is a non-business day, the next business day will be used.

The term “**Required Minimum Distribution**” (**RMD**) means the amount defined by the Internal Revenue Code to be distributed annually from a contract issued in connection with an Individual Retirement Account (IRA) or qualified plan. The first RMD must be made no later than April 1 of the year following the year in which the Owner attains age 70 ½; subsequent RMDs must be made annually thereafter unless guidance is issued from the Internal Revenue Service modifying the requirement. The RMD is the amount that is associated with this contract. There are no lifetime RMD requirements for a non-qualified annuity or for a Roth IRA.

The term “**Rider Anniversary**” means the same day and month of each year as the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If that day is a non-business day, any fees will be deducted and any calculations will be performed on the next business day.

The term “**Rider Exercise Date**” means the earliest date you elect to begin receiving benefits under any Rider Component. This date will be set to the Monthly Anniversary following the date we receive and process your request to begin receiving payments under this rider. Such a request must be submitted in writing and received at our Annuity Operations Division in a form satisfactory to us in order to be processed. This date must be on or after the Earliest Rider Exercise Date, shown in the rider specifications.

The term “**Rider Issue Date**” means the date the rider becomes effective and is shown in the rider specifications. Any charges for this rider are calculated from the Rider Issue Date. Rider Years and Rider Anniversaries are determined from the Rider Issue Date.

The term “**Rider Option**” means the Guaranteed Lifetime Withdrawal Benefit option provided under this rider. The Rider Option must be elected on the Rider Issue Date and cannot be changed after the Rider Issue Date.

Single Life Option

GLWB payments under the Single Life Option cover only one life, and will continue until the death of the Covered Person. Under the Single Life Option, the Covered Person must be living on the date we make the first payment.

Spousal Life Option

GLWB payments under the Spousal Life Option cover two spousal lives, and will continue until the death of the surviving Covered Person. The requirements for Covered Persons, as specified above, must be satisfied in order to elect this option. Under the Spousal Life Option, at least one of the Covered Persons must be living on the date we make the first payment.

The term “**Rider Year**” means, with respect to the first Rider Year, the one-year period beginning on the Rider Issue Date up to, but not including, the first Rider Anniversary. Each subsequent Rider Year is the one-year period beginning on a Rider Anniversary up to, but not including, the next Rider Anniversary.

The “**Withdrawal Benefit Base**” is an amount used to determine the Annual Benefit Amount.

2. Overview

Subject to the terms and conditions described herein, this rider provides for a Guaranteed Lifetime Withdrawal Benefit (“GLWB”). The GLWB feature of this rider guarantees that you may receive withdrawals or payments of the Annual Benefit Amount for the life of the Covered Person(s) each Rider Year after the Rider Exercise Date. You may not assign your interest in this rider to anyone without our prior written approval. If you assign your rights or interest in this rider without our prior written approval, it will immediately terminate without value.

3. Adjustment for Misstatement of Age

If the age of any Covered Person has been misstated, the Withdrawal Benefit Base and Annual Benefit Amount will be adjusted based on such Covered Person’s correct age.

4. Withdrawal Benefit Base Bonus

The Withdrawal Benefit Base Bonus is an amount that will be added to the Withdrawal Benefit Base on the Rider Issue Date. The Withdrawal Benefit Base Bonus is calculated by multiplying the Accumulation Value on the Rider Issue Date by the Withdrawal Benefit Base Bonus Percentage, shown in the rider specifications.

5. Maximum Withdrawal Benefit Base

The Withdrawal Benefit Base may never exceed the Maximum Withdrawal Benefit Base. On or before the Rider Exercise Date, the Maximum Withdrawal Benefit Base equals:

$$(A - B) \times C$$

Where,

A = Cumulative Premium plus any Premium Bonus plus any Withdrawal Benefit Base Bonus

B = cumulative Gross Withdrawals prior to the Rider Exercise Date

C = the Maximum Withdrawal Benefit Base Percentage (shown on the rider specifications).

The Maximum Withdrawal Benefit Base is not recalculated after the Rider Exercise Date.

6. Annual Benefit Amount

The Annual Benefit Amount is the amount that is guaranteed to be available for payment or withdrawal each Rider Year after the Rider Exercise Date if the Covered Person is living (Single Life Option) or at least one Covered Person is living (Spousal Life Option).

Prior to the Rider Exercise Date, the Annual Benefit Amount is equal to zero. The Annual Benefit Amount is first calculated on the Rider Exercise Date. On the date it is first calculated, the Annual Benefit Amount equals (a) x (b) x (c), where:

(a) = the applicable Annual Benefit Amount Percentage;

(b) = the greater of the Accumulation Value and the Withdrawal Benefit Base, both as of the Rider Exercise Date; and

(c) = the Withdrawal Benefit Base Factor shown in Section 11.

Thereafter, the Annual Benefit Amount is only recalculated after an Excess Withdrawal. Following an Excess Withdrawal, the Annual Benefit Amount will be equal to (a) x (b) x (c), where:

(a) = the Annual Benefit Amount Percentage used to calculate the Annual Benefit Amount on the Rider Exercise Date;

(b) = the greater of the Accumulation Value and the Withdrawal Benefit Base (after the Accumulation Value and the Withdrawal Benefit Base have been reduced for any Excess Withdrawal); and

(c) = the Withdrawal Benefit Base Factor shown in Section 11.

The Annual Benefit Amount is a portion of the Benefit Threshold Amount. The Benefit Threshold Amount represents the total amount you can withdraw under all Rider Components each Rider Year without reducing the Annual Benefit Amount. If the Benefit Threshold Amount provided under this rider is greater than the Free Withdrawal Amount provided by the attached contract, the Free Withdrawal Amount will be set equal to the Benefit Threshold Amount.

If you surrender your contract after the Rider Exercise Date, any withdrawals up to the Benefit Threshold Amount made in each Rider Year during the Recovery Period will be subject to Surrender Charges and recovery of any applicable Non-Vested Premium Bonus.

7. Roll-Up Features

See the Withdrawal Benefit Base Method shown in the rider specifications for how these features are used in the calculation of the Withdrawal Benefit Base.

GLWB Roll-Up Feature

The GLWB Roll-Up feature has the potential to increase your Withdrawal Benefit Base. The GLWB Roll-Up feature is available until the earlier of the Rider Exercise Date and the conclusion of the final Roll-Up Period.

At the end of each Roll-Up Period, prior to the Rider Exercise Date, the Owner may elect to begin a new Roll-Up Period ("Roll-Up Restart"). Election of a Roll-Up Restart will be effective for all attached Rider Components. The current GLWB Roll-Up Rates in effect at the time of restart will be applicable, but they will never be lower than the Guaranteed Minimum GLWB Roll-Up Rate shown in the rider specifications. The Rider Fee Percentage may change on restart. The new Roll-Up Period will be the same duration as the most recently concluded Roll-Up Period. The number of Roll-Up Restarts is limited to the Maximum Roll-Up Restarts shown in the rider specifications.

If the Owner does not elect to restart the Roll-Up Period, the GLWB Roll-Up feature will cease and no future restarts will be permitted.

GLWB Echo Roll-Up Feature

The GLWB Echo Roll-Up feature has the potential to increase your Withdrawal Benefit Base. If any, the amount of the GLWB Echo Roll-Up is determined by multiplying the Echo Factor shown in the rider specifications by the GLWB Echo Roll-Up Rate. The GLWB Echo Roll-Up feature continues until the Rider Exercise Date.

8. When the Accumulation Value is Reduced to Zero

On the date the Accumulation Value is reduced to zero, the contract terminates and all rights under the contract and the rider terminate other than as described below.

Prior to the Rider Exercise Date

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value required by the attached contract as the result of any withdrawal (including RMDs), the Withdrawal Benefit Base will be reduced to zero and this rider will terminate. If the Accumulation Value is reduced to zero as the result of rider fee deductions, the Rider Exercise Date will automatically be set to the Monthly Anniversary following the date the Accumulation Value is reduced to zero. On the Rider Exercise Date, we will commence monthly benefit payments equal to one-twelfth the Benefit Threshold Amount, which may vary based on the Rider Components attached to this rider. Such payments will continue until the date of death of the Covered Person for the Single Life Option, or until the date of death of the surviving Covered Person for the Spousal Life Option. We may, at our discretion, permit or require other payment frequencies or methods subject to our minimum amount per payment requirement.

After the Rider Exercise Date

If the Accumulation Value is reduced to zero as the result of an Excess Withdrawal, the Withdrawal Benefit Base and Annual Benefit Amount will be reduced to zero and this rider will terminate. Otherwise, on the date the Accumulation Value is reduced to zero, we will make a benefit payment equal to the Benefit Threshold Amount, less cumulative withdrawals in the Rider Year, and not less than zero. On the Rider Anniversary following the date the Accumulation Value is reduced to zero, we will commence monthly benefit payments equal to one-twelfth of the Benefit Threshold Amount, which may vary based on the Rider Components attached to this rider. Such payments will continue until the date of first death of any Covered Person for the Single Life Option, or until the date of death of the surviving Covered Person for the Spousal Life Option. We may, at our discretion, permit or require other payment frequencies or methods subject to our minimum amount per payment requirement.

9. Maximum Maturity Date

If your Accumulation Value is greater than zero and you have reached the Maximum Maturity Date under the base contract, you have the option to exchange the Accumulation Value for monthly lifetime payments equal to one-twelfth of the Annual Benefit Amount in lieu of applying the Accumulation Value to one of the annuity payment options offered under the base contract.

10. Termination of Rider

The following events will result in termination without value of this Rider Component only:

1. the date the Accumulation Value is reduced to zero as the result of an Excess Withdrawal;
2. the date the Withdrawal Benefit Base is reduced to zero;

Any of the following events will result in termination of all attached Rider Components without value:

1. the date there is a change in any Covered Person;
2. the date of commencement of annuity payments under an annuity payment option as described in the base contract;
3. the date the contract, to which the rider is attached, terminates;
4. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
5. the date you assign your interests in the contract to which this rider is attached;
6. the date you assign any rights or interest in this rider to anyone without our prior written approval;
7. the date any death benefit is paid under the contract to which this rider is attached;
8. the date the Owner elects, in writing, to terminate or cancel the rider on or after the Earliest Cancellation Date.

PHL Variable Insurance Company

[*John H. Beers*]

[Secretary]

11. Benefit Tables

Annual Benefit Amount Percentage Table

Attained Age of the youngest Covered Person	Annual Benefit Amount %	Attained Age of the youngest Covered Person	Annual Benefit Amount %	Attained Age of the youngest Covered Person	Annual Benefit Amount %
0	0.00	41	0.00	82	7.00
1	0.00	42	0.00	83	7.00
2	0.00	43	0.00	84	7.00
3	0.00	44	0.00	85	7.50
4	0.00	45	0.00	86	7.50
5	0.00	46	0.00	87	7.50
6	0.00	47	0.00	88	7.50
7	0.00	48	0.00	89	7.50
8	0.00	49	0.00	90	8.00
9	0.00	50	4.00	91	8.00
10	0.00	51	4.00	92	8.00
11	0.00	52	4.00	93	8.00
12	0.00	53	4.00	94	8.00
13	0.00	54	4.00	95	8.00
14	0.00	55	4.50	96	8.00
15	0.00	56	4.50	97	8.00
16	0.00	57	4.50	98	8.00
17	0.00	58	4.50	99	8.00
18	0.00	59	4.50	100	8.00
19	0.00	60	5.00	101	8.00
20	0.00	61	5.00	102	8.00
21	0.00	62	5.00	103	8.00
22	0.00	63	5.00	104	8.00
23	0.00	64	5.00	105]	8.00]
24	0.00	65	5.50		
25	0.00	66	5.50		
26	0.00	67	5.50		
27	0.00	68	5.50		
28	0.00	69	5.50		
29	0.00	70	6.00		
30	0.00	71	6.00		
31	0.00	72	6.00		
32	0.00	73	6.00		
33	0.00	74	6.00		
34	0.00	75	6.50		
35	0.00	76	6.50		
36	0.00	77	6.50		
37	0.00	78	6.50		
38	0.00	79	6.50		
39	0.00	80	7.00		
40	0.00	81	7.00		

GLWB Roll-Up Table

Rider Year	GLWB Roll-Up Rate %
[1	[5.00
2	0.00
3	5.00
4	5.00
5	5.00
6	5.00
7	5.00
8	5.00
9	5.00
10[5.00]

Withdrawal Benefit Base Factor Table

Rider Year	Withdrawal Benefit Base Factor %	Rider Year	Withdrawal Benefit Base Factor %	Rider Year	Withdrawal Benefit Base Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		



ENHANCED WITHDRAWAL BENEFIT RIDER

This rider is a part of the contract to which it is attached. In addition to the information contained in the Component Rider Specifications, the following information applies. Except as specified in this rider, it is subject to all of the provisions contained in the contract. This rider DOES NOT provide qualified long-term care coverage, as defined in the Internal Revenue Code. This rider takes effect on the Rider Issue Date.

The Federal Defense of Marriage Act states that neither civil union partners nor same-gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same-gender marriage. For information regarding federal tax laws please consult a tax advisor.

RIDER SPECIFICATIONS

Contract Number:	[13000000]
Rider Issue Date:	[January 1, 2012]
Benefit Threshold Amount:	[sum of the Annual Benefit Amount and the Enhanced Benefit Amount]
Enhanced Withdrawal Benefit Base on Rider Issue Date:	[\$100,000]
Enhanced Withdrawal Benefit Base Bonus Percentage:	[25%]
Maximum Enhanced Withdrawal Benefit Base Percentage:	[200%]
Administrative Charge:	[\$250]
EBA Calculation Factor:	[1]
Guaranteed Minimum Enhanced Roll-Up Rate:	[1.00%]
Maximum Enhanced Echo Roll-Up Rate:	[4.50%]
Echo Factor:	[100%]
Maximum Enhanced Benefit Payment Duration:	[15 Rider Years]
Assessment Period:	[10 year period prior to and including the Rider Issue Date]
Evaluation Period:	[2 year period prior to and including the Rider Issue Date]
Elimination Period:	[90 consecutive days]
Waiting Period:	[2 Rider Years]
Terminal Illness Period:	[6 months]

RIDER SPECIFICATIONS (continued)

Enhanced Withdrawal Benefit Base Method:

Compound Interest

On the Rider Issue Date the Enhanced Withdrawal Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable Enhanced Withdrawal Benefit Base Bonus.

Prior to the Rider Exercise Date, on any Rider Anniversary the Enhanced Withdrawal Benefit Base will be equal to:

$A \times (1 + B + C)$, subject to the Maximum Enhanced Withdrawal Benefit Base.

Where,

A = Enhanced Withdrawal Benefit Base prior to the re-calculation

B = Enhanced Roll-Up Rate

C = Enhanced Echo Roll-Up Rate

After the conclusion of the final Roll-Up Period, the Enhanced Roll-Up Rate is equal to zero.

Prior to the Rider Exercise Date, the Enhanced Withdrawal Benefit Base will be reduced by any withdrawal (including RMDs). The Enhanced Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal..

On or after the Rider Exercise Date, the Enhanced Withdrawal Benefit Base will be recalculated on the date of any Excess Withdrawal. The Enhanced Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the Excess Withdrawal.

On or after the Rider Exercise Date, for IRA and qualified plan contracts, cumulative withdrawals during a Rider Year will be considered Excess Withdrawals only if they exceed the greatest of (a), (b) and (c), where:

(a) = the Benefit Threshold Amount;

(b) = the RMD for the first calendar year during the current Rider Year; and

(c) = the RMD for the second calendar year during the current Rider Year.

The Enhanced Withdrawal Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

Please note: the Enhanced Withdrawal Benefit Base will be reduced by: (1) any withdrawals taken prior to the Rider Exercise Date, including RMDs, and (2) any withdrawals taken after the Rider Exercise Date that exceed the greater of the Benefit Threshold Amount or the RMD allowance described above.]

1. Definitions

Any additional terms used in this rider that are not specifically defined herein, are as defined in the attached contract and riders.

The term “**Activities of Daily Living**” means bathing (washing one’s own body and hair in either a bathtub or shower, including the task of getting into and out of the bathtub or shower), dressing (putting on and taking off any necessary item of clothing, including necessary braces, fasteners or prosthetic limbs), transferring (moving into and out of a bed, chair or wheelchair), toileting (getting to and from the toilet, getting on and off of the toilet and performing the associated personal hygiene), continence (the ability to maintain control of bowel and bladder function, or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including the caring for a catheter or colostomy bag) and eating (feeding yourself by placing food into your mouth from a container such as a plate, cup or table, including the use of utensils when appropriate, or feeding yourself by a feeding tube or intravenously).

The term “**Administrative Charge**” is the one time charge assessed when you receive your first Enhanced Benefit Amount payment. The amount of this charge is shown in the rider specifications and will be deducted from your first Enhanced Benefit Amount payment.

The term “**Assessment Period**” means the period of time that a certain Rider Exclusion described in Section 4 cannot apply to any Covered Person(s) or the Covered Person(s) will not be eligible for Enhanced Benefit Amount payments.

The term “**Assisted Living Facility**” means a facility that is licensed to operate pursuant to the laws and regulations of the state in which it is located as an Assisted Living Facility, assisted living care facility, residential care home, or personal care home. An Assisted Living Facility has an awake, on-site, and ready-to-respond trained employee on duty to provide supportive services and personal care 24 hours a day 7 days a week. In addition, a registered nurse or licensed practical nurse is available by phone or e-mail at all times. The facility must provide care prescribed by a physician who is not a member of the Covered Person’s family and performed by a trained employee. In addition the facility must have a planned program of policies and procedures for the services of a physician or registered nurse to furnish medical care in case of emergency developed with the advice of, and periodically reviewed by, at least one physician. The facility must also: have appropriate methods and procedures for handling and administering drugs; and provide three meals a day and accommodate special dietary needs. The term Assisted Living Facility does not include: a hospital (acute care), a rehabilitation hospital, a clinic, a Nursing Home, a facility for the treatment of alcoholism, drug addiction, mental illness, or nervous disorders, the Covered Person’s home, a facility owned or operated by a member of the Covered Person’s family, or any other facility, which does not, as its primary function, provide assistance in performing the Activities of Daily Living.

The term “**Covered Person(s)**” means the person(s) whose life is used to determine eligibility of the Enhanced Benefit Amount payments. A Covered Person must be a natural person and cannot be changed.

For the Single Life Option, Covered Person can be only one life. If there is one natural person Owner, the Owner is the Covered Person. If there are multiple natural person Owners, one must be designated as the Covered Person. If the Owner is a non-natural person, the Annuitant named in the contract is the Covered Person. If there are multiple Annuitants, one must be designated as the Covered Person. This rider terminates upon the death of the Covered Person.

For the Spousal Life Option, Covered Persons must be federal spouses, as defined in the attached contract. If there is one natural person Owner, the Owner and the Owner’s spouse must be the Covered Persons and the spouse must be the Owner’s sole beneficiary. If there are two spousal Owners, the Covered Persons are the spousal Owners, and they must both be each other’s beneficiary. If the Owner is a non-natural person, both Annuitants named in the contract are Covered Persons. The Annuitants must be spouses and must be each other’s sole beneficiary. If there are multiple non-spousal Owners the Spousal Life Option is not allowed. This rider terminates upon the death of the surviving Covered Person. If you elect the Spousal Life Option and subsequently obtain a divorce, there will be modifications to the terms of this rider. For further information please contact our Annuity Operations Division.

The term “**Eligible Confinement**” refers to circumstances when a Covered Person has satisfied all of the Rider Qualification conditions in Section 5 as well as meets the criteria for one of the Qualification Levels of Eligible Confinement at the time of claim, as defined below.

Qualification Level 1 means that the Covered Person is unable to perform at least two out of six Activities of Daily Living.

Qualification Level 2 means the Covered Person is confined to an Assisted Living Facility. In order to satisfy this Qualification Level, the Covered Person must demonstrate that confinement is due to an inability to perform or the need for Substantial Assistance to perform at least two out of the six Activities of Daily Living and is not for rehabilitation purposes.

Qualification Level 3 means the Covered Person is confined to a Nursing Home. In order to satisfy this Qualification Level, the Covered Person must demonstrate that confinement is due to an inability to perform or the need for Substantial Assistance to perform at least two out of six Activities of Daily Living and is not for rehabilitation or assisted living purposes.

The term “**Elimination Period**” means the minimum period of time that a Covered Person must satisfy one of the Qualification Levels of Eligible Confinement in order to become eligible to receive Enhanced Benefit Amount payments. A new Elimination Period will be applied each time a Covered Person attempts to satisfy any of the Qualification Levels of Eligible Confinement. This new period will apply regardless of whether the cause is new, the same or related to a previous condition.

The “**Enhanced Benefit Amount Percentage**” is the percentage that we will use to calculate the Enhanced Benefit Amount. It is based on the attained age of the oldest living Covered Person on the Rider Exercise Date. If the Rider Exercise Date occurs on a Rider Anniversary, the Enhanced Benefit Amount Percentage for the following Rider Year will be used. Please see Section 12 for the table of applicable Enhanced Benefit Amount Percentages.

The term “**Enhanced Benefit Status**” refers to whether or not the Covered Person has satisfied the Rider Qualification conditions in Section 5 and is eligible for Enhanced Benefit Amount payments. If the Rider Qualification conditions stated herein have been satisfied and the Covered Person is eligible for Enhanced Benefit Amount payments, the Enhanced Benefit Status will be set to “active.” The Qualification Level in effect on the date the Enhanced Benefit Status is first set to “active” will remain the applicable Qualification Level while this rider is in effect. The Enhanced Benefit Status will be set to “inactive” if the Covered Person no longer satisfies the Rider Qualification conditions or if the required proof of qualification is not provided prior to the next Rider Anniversary. While the Accumulation Value is greater than zero, the Enhanced Benefit Status may move between “active” and “inactive” multiple times, but it will never be set to “active” more than once during any Rider Year. Once the Accumulation Value is reduced to zero, the Enhanced Benefit Status may move between “active” and “inactive” more frequently than annually.

The “**Enhanced Echo Roll-Up Rate**” is the applicable rate used in determining the increase to the Enhanced Withdrawal Benefit Base provided by the Roll-Up feature. The Enhanced Echo Roll-Up Rate is calculated on each Rider Anniversary prior to the Rider Exercise Date and is equal to the weighted average of the interest credited to the Fixed Account and the index credits applied to the Indexed Accounts of the attached contract during the prior Contract Year, multiplied by the Echo Factor. The Enhanced Echo Roll-Up Rate will never exceed the Maximum Enhanced Echo Roll-Up Rate shown in the rider specifications.

The “**Enhanced Roll-Up Rate**” is the applicable rate used in determining the increase to the Enhanced Withdrawal Benefit Base provided by the Roll-Up feature. The Enhanced Roll-Up Rates applicable for your rider are shown in Section 12. The Enhanced Roll-Up Rate will never be less than the Guaranteed Minimum Enhanced Roll-Up Rate shown in the rider specifications.

The “**Enhanced Withdrawal Benefit Base**” is an amount used to determine the Enhanced Benefit Amount.

The term “**Evaluation Period**” means the period of time that certain Rider Exclusions described in Section 4 cannot apply to any Covered Person(s) or the Covered Person(s) will not be eligible for Enhanced Benefit Amount payments.

The term “**Excess Withdrawal**” refers to any withdrawal, after the Rider Exercise Date that causes the cumulative withdrawals during a Rider Year to exceed the Benefit Threshold Amount. The withdrawn amount that exceeds the Benefit Threshold Amount and any subsequent withdrawals in that Rider Year will be considered Excess Withdrawals. The Enhanced Benefit Amount and Enhanced Withdrawal Benefit Base will be recalculated and reduced as a result of any Excess Withdrawal. Please note that Excess Withdrawals may also incur additional charges and adjustments pursuant to the attached contract.

The term “**Hospice Facility**” means an institution licensed, certified, or registered in accordance with state law that provides a formal program of care for terminally ill patients whose life expectancy does not exceed the Terminal Illness Period, provided on an inpatient basis and directed by a Physician.

The term “**Hospital**” means an institution which: (1) is licensed as a Hospital and operated pursuant to law; and (2) is primarily engaged in providing medical or surgical care or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and major surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (3) provides 24-hour nursing service by or under the supervision of a registered nurse (RN). Hospital does not include any institution which is principally a rest home, Nursing Home or home for the aged or is principally an institution for the care and treatment of alcohol or chemical dependency.

The term “**Maximum Enhanced Benefit Payment Duration**” means the total length of time that Enhanced Benefit Amount payments are available while the Enhanced Benefit Status is active.

The term “**Monthly Anniversary**” is the same day each month as the Rider Issue Date following the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If the day is a non-business day, the next business day will be used.

The term “**Nursing Home**” means a facility that is licensed to operate pursuant to the laws and regulations of the state in which it is located as a Nursing Home. A Nursing Home has an awake, on-site, and ready-to-respond registered nurse on duty to provide or supervise convalescent and related nursing care services on a continuing inpatient basis 24 hours a day 7 days a week. The facility must provide care prescribed by a physician who is not a member of the Covered Person’s family and performed or supervised by a registered nurse. In addition the facility must have a planned program of policies and procedures for the services of a physician or registered nurse to furnish medical care developed with the advice of, and periodically reviewed by, at least one physician. The term Nursing Home does not include: a hospital (acute care), a rehabilitation hospital, a clinic, an Assisted Living Facility, a facility for the treatment of alcoholism, drug addiction, mental illness, or nervous disorders, a rest home (a home for the aged or a retirement home), the Covered Person’s home, a facility owned or operated by a member of the Covered Person’s family, or any other facility, which does not, as its primary function, provide assistance in performing the Activities of Daily Living.

The term “**Physician**” means a doctor of medicine or osteopathy who is legally authorized and licensed to practice medicine by the State (including District of Columbia) in which he or she currently performs such function or action. Physician does not include the Covered Person or any member of the Covered Person’s immediate family. Immediate family includes parents, stepparents, grandparents, spouses, children (whether through birth, adoption, or marriage), siblings, grandchildren or in-laws.

The term “**Required Minimum Distribution**” (**RMD**) means the amount defined by the Internal Revenue Code to be distributed annually from a contract issued in connection with an Individual Retirement Account (IRA) or qualified plan. The first RMD must be made no later than April 1 of the year following the year in which the Owner attains age 70 ½; subsequent RMDs must be made annually thereafter unless guidance is issued from the Internal Revenue Service modifying the requirement. The RMD is the amount that is associated with this contract. There are no lifetime RMD requirements for a non-qualified annuity or for a Roth IRA.

The term “**Rider Anniversary**” means the same day and month of each year as the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If that day is a non-business day, any fees will be deducted and any calculations will be performed on the next business day.

The term “**Rider Exercise Date**” means the earliest date you elect to begin receiving benefits under any Rider Component. This date will be set to the Monthly Anniversary following the earlier of the date we receive and process your request to begin receiving payments under any Rider Component, or the date the Enhanced Benefit Status is set to active for the first time. Such a request must be submitted in writing and received at our Annuity Operations Division in a form satisfactory to us in order to be processed.

The term “**Rider Issue Date**” means the date the rider becomes effective and is shown in the rider specifications. Any charges for this rider are calculated from the Rider Issue Date. Rider Years and Rider Anniversaries are determined from the Rider Issue Date.

The term “**Rider Option**” means the Enhanced Withdrawal Benefit option provided under this rider. The Rider Option must be elected on the Rider Issue Date and cannot be changed after the Rider Issue Date.

Single Life Option

Enhanced Benefit Amount payments under the Single Life Option cover only one life, and will continue as long as the Enhanced Benefit Status is set to active, subject to the Maximum Enhanced Benefit Payment Duration. Under the Single Life Option, the Covered Person must be living on the date we make any payment.

Spousal Life Option

Enhanced Benefit Amount payments under the Spousal Life Option cover two spousal lives, and will continue as long as the Enhanced Benefit Status is set to active, subject to the Maximum Enhanced Benefit Payment Duration. The requirements for Covered Persons, as specified above, must be satisfied in order to elect this option. Under the Spousal Life Option, at least one of the Covered Persons must be living on the date we make any payment.

The term “**Rider Year**” means, with respect to the first Rider Year, the one-year period beginning on the Rider Issue Date up to, but not including, the first Rider Anniversary. Each subsequent Rider Year is the one-year period beginning on a Rider Anniversary up to, but not including, the next Rider Anniversary.

The term “**Substantial Assistance**” means either hands-on assistance or standby assistance. Hands-on assistance is the physical assistance of another person without which the Covered Person would be unable to perform an activity of daily living. Standby assistance means the presence of another person, within arms reach, that is necessary to prevent, by physical intervention, injury to the Covered Person while they perform an activity of daily living.

The term “**Terminal Illness**” is an illness or condition that is expected to result in the Covered Person’s death within the Terminal Illness Period, shown in the rider specifications.

The term “**Waiting Period**” means the period of time beginning on the Rider Issue Date when Enhanced Benefit Amount payments are not available.

2. Overview

Subject to the terms and conditions described herein, this rider provides an Enhanced Withdrawal Benefit (“EWB”). The Enhanced Withdrawal Benefit feature of this rider guarantees that you may receive withdrawals or payments of the Enhanced Benefit Amount, upon satisfying certain criteria, after the Rider Exercise Date. The Enhanced Withdrawal Benefit feature is not qualified long-term care, as defined in the Internal Revenue Code and does not qualify for any preferred tax treatment. You may not assign your interest in this rider to anyone without our prior written approval. If you assign your rights or interest in this rider without our prior written approval, it will immediately terminate without value.

3. Adjustment for Misstatement of Age

If the age of any Covered Person has been misstated, the Enhanced Withdrawal Benefit Base and Enhanced Benefit Amount will be adjusted based on such Covered Person’s correct age.

4. Rider Exclusion

Even after this rider has been issued, we will not pay any benefits under the terms of this rider if we determine that at the time of issue, any of the following Rider Exclusions applied:

- 1) Any Covered Person has been treated for, diagnosed with or experienced symptoms of heart disease, stroke, Parkinson’s disease, rheumatoid arthritis, cancer (other than non-melanoma skin cancer), Alzheimer’s disease or any other form of dementia within the Assessment Period.
- 2) Any Covered Person was confined to a Nursing Home, Assisted Living Facility, Hospital, Hospice Facility or any other similar facility during the Evaluation Period shown in the rider specifications.
- 3) Any Covered Person was unable to perform or required substantial assistance from another person to perform any of the following activities during the Evaluation Period shown in the rider specifications: bathing, dressing, eating, toileting, transferring or continence.
- 4) Any Covered Person has been declined for long-term care insurance coverage during the Evaluation Period shown in the rider specifications.
- 5) Any Covered Person has been diagnosed with a Terminal Illness prior to the Rider Issue Date.

If at any time a Covered Person satisfies any Qualification Level of Eligible Confinement as the result of self inflicted injury or attempted suicide, regardless of their mental state, no benefits will be paid under this rider. Upon our determination that a Rider Exclusion applies, past rider fees will not be refunded.

5. Rider Qualification

Subject to the terms, conditions, limitations, and exclusions described herein, we will provide Enhanced Benefit Amount payments each Rider Year during which all of the following conditions have been satisfied:

- 1.) None of the Rider Exclusions in Section 4 apply.
 - 2.) At least the Waiting Period has elapsed since the Rider Issue Date.
 - 3.) The Covered Person(s) has satisfied the Elimination Period.
 - 4.) The Covered Person(s) has satisfied at least one of the Eligible Confinement Qualification Levels for at least as frequently as required during the Rider Year when Enhanced Benefit Amount payments are requested.
 - 5.) Other similar benefits provided by the Company, or any affiliated companies under a separate contract are not being exercised concurrently.
-

6. Enhanced Withdrawal Benefit Base Bonus

The Enhanced Withdrawal Benefit Base Bonus is an amount that will be added to the Enhanced Withdrawal Benefit Base on the Rider Issue Date. The Enhanced Withdrawal Benefit Base Bonus is calculated by multiplying the Accumulation Value on the Rider Issue Date by the Enhanced Withdrawal Benefit Base Bonus Percentage, shown in the rider specifications.

7. Maximum Enhanced Withdrawal Benefit Base

The Enhanced Withdrawal Benefit Base may never exceed the Maximum Enhanced Withdrawal Benefit Base. On or before the Rider Exercise Date, the Maximum Enhanced Withdrawal Benefit Base equals:

$$(A - B) \times C$$

Where,

A = Cumulative Premium plus any Premium Bonus plus any Enhanced Withdrawal Benefit Base Bonus

B = cumulative Gross Withdrawals prior to the Rider Exercise Date

C = the Maximum Enhanced Withdrawal Benefit Base Percentage (shown on the rider specifications)

The Maximum Enhanced Withdrawal Benefit Base is not recalculated after the Rider Exercise Date.

8. Enhanced Benefit Amount

The Enhanced Benefit Amount is the amount that is guaranteed to be available for payment or withdrawal each Rider Year after the Rider Exercise Date if the Covered Person is living (Single Life Option) or at least one Covered Person is living (Spousal Life Option) and certain qualifying conditions are met. The Administrative Charge will be deducted from each Enhanced Benefit Amount payment you receive, until it is paid in full. If the Administrative Charge is less than your first Enhanced Benefit Amount payment, then your Enhanced Benefit Amount payment will be reduced by the Administrative Charge. If the Administrative Charge is greater than your first Enhanced Benefit Amount payment, then you will not receive an Enhanced Benefit Amount payment until the entire Administrative Charge is paid.

Prior to the date the Enhanced Benefit Status is set to active, the Enhanced Benefit Amount is equal to zero. On or after the date the Enhanced Benefit Status is set to active, if your Accumulation Value is greater than zero, we will calculate the Enhanced Benefit Amount. On the date it is first calculated, the Enhanced Benefit Amount equals the Enhanced Benefit Amount Percentage for the applicable Qualification Level multiplied by $[(A) \times (C) + (B) \times (1 - C)] \times (D)$;

Where,

(A) = the Annual Benefit Amount;

(B) = the greater of the Accumulation Value and the Enhanced Withdrawal Benefit Base, both as of the date the Enhanced Benefit Status is set to active;

(C) = the EBA Calculation Factor; and

(D) = the Enhanced Benefit Base Factor shown in Section 12.

Thereafter, the Enhanced Benefit Amount is set equal to zero whenever the Enhanced Benefit Status is set to inactive.

Subsequently, the Enhanced Benefit Amount is recalculated on each Rider Anniversary, on any date the Enhanced Benefit Status is set to active and on the date of any Excess Withdrawal. On these dates, the Enhanced Benefit Amount equals the Enhanced Benefit Amount Percentage for the applicable Qualification Level multiplied by $[(A) \times (C) + (B) \times (1 - C)]$;

Where,

(A) = the Annual Benefit Amount (after the Annual Benefit Amount has been reduced for any Excess Withdrawal);

(B) = the greater of the Accumulation Value and the Enhanced Withdrawal Benefit Base (after the Accumulation Value and the Enhanced Withdrawal Benefit Base have been reduced for any withdrawal);

(C) = the EBA Calculation Factor.

The Enhanced Benefit Amount is a portion of the Benefit Threshold Amount. The Benefit Threshold Amount represents the total amount you can withdraw under all Rider Components each Rider Year without reducing the Enhanced Benefit Amount. If the Benefit Threshold Amount provided under this rider is greater than the Free Withdrawal Amount provided by the attached contract, the Free Withdrawal Amount will be set equal to the Benefit Threshold Amount.

In order for payments to be processed: (1) a written request for Benefit Threshold Amount payments must be sent to us; (2) the request must be accompanied by adequate written proof from a Physician that the Rider Qualification conditions described in Section 5 have been satisfied; and (3) we must determine, to our satisfaction, that none of the Rider Exclusions described in Section 4 apply. We may require personal medical records in order to make this determination. Failure to grant the Company the appropriate authorization to access those records will prevent your claim from being processed. At our expense, we may require an examination of the Covered Person by a second Physician of our choosing to verify any diagnosis or certification made by the initial Physician. In the event of a discrepancy, the medical opinion or diagnosis of a mutually agreed upon third party Physician will be conclusive. Once we have determined that the information provided is satisfactory and no Rider Exclusions apply, the Enhanced Benefit Status will be set to active and the Enhanced Benefit Amount portion of the Benefit Threshold Amount will also be available for payment or withdrawal on the next Monthly Anniversary. If any Rider Component has been previously exercised, the Enhanced Benefit Amount portion of the Benefit Threshold Amount will also be available for payment or withdrawal on the business day following our approval. In order to continue to receive the Enhanced Benefit Amount portion of the Benefit Threshold Amount, the Covered Person will be required to show proof that the Rider Qualification conditions have been satisfied at least once per Rider Year.

We will send you written notice prior to your next Rider Anniversary requesting continuing proof of Eligible Confinement. If we receive such proof and determine it is satisfactory by the next Rider Anniversary, the Enhanced Benefit Status will remain active. Proof dated earlier than seven (7) days prior to the Rider Anniversary will not be accepted. If such proof is not provided by the next Rider Anniversary, the Enhanced Benefit Status will be set to inactive, the Enhanced Benefit Amount will be reduced to zero and will no longer be available for payment or withdrawal. At that time, any systematic withdrawals will be suspended until you instruct us otherwise. If Enhanced Benefit Amount payments have been suspended you may still submit proof of Eligible Confinement. If we determine such proof is satisfactory, we will set the Enhanced Benefit Status to active and the Enhanced Benefit Amount portion of the Benefit Threshold Amount will be recalculated and available for payment or withdrawal on the business day following our approval.

If you surrender your contract after the Rider Exercise Date, any withdrawals up to the Benefit Threshold Amount made in each Rider Year during the Recovery Period will be subject to Surrender Charges and recovery of any applicable Non-Vested Premium Bonus.

9. Roll-Up Features

See the Enhanced Withdrawal Benefit Base Method shown in the rider specifications for how these features are used in the calculation of the Enhanced Withdrawal Benefit Base.

Enhanced Roll-Up Feature

The Enhanced Roll-Up feature has the potential to increase your Enhanced Withdrawal Benefit Base. The Enhanced Roll-Up feature is available until the earlier of the Rider Exercise Date and the conclusion of the final Roll-Up Period.

At the end of each Roll-Up Period, prior to the Rider Exercise Date, the Owner may elect to begin a new Roll-Up Period ("Roll-Up Restart"). Election of a Roll-Up Restart will be effective for all attached Rider Components. The current Enhanced Roll-Up Rates in effect at the time of restart will be applicable, but they will never be lower than the Guaranteed Minimum Enhanced Roll-Up Rate shown in the rider specifications. The Rider Fee Percentage may change on restart. The new Roll-Up Period will be the same duration as the most recently concluded Roll-Up Period. The number of Roll-Up Restarts is limited to the Maximum Roll-Up Restarts shown in the rider specifications.

If the Owner does not elect to restart the Roll-Up Period, the Enhanced Roll-Up feature will cease and no future restarts will be permitted.

Enhanced Echo Roll-Up Feature

The Enhanced Echo Roll-Up feature has the potential to increase your Enhanced Withdrawal Benefit Base. If any, the amount of the Enhanced Echo Roll-Up is determined by multiplying the Echo Factor shown in the rider specifications by the Enhanced Echo Roll-Up Rate. The Enhanced Echo Roll-Up feature continues until the Rider Exercise Date

10. When the Accumulation Value is Reduced to Zero

On the date the Accumulation Value is reduced to zero, the contract terminates and all rights under the contract and the rider terminate other than as described below.

Prior to the Rider Exercise Date

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value required by the attached contract as the result of any withdrawal (including RMDs), the Enhanced Withdrawal Benefit Base will be reduced to zero and this rider will terminate. If the Accumulation Value is reduced to zero as the result of rider fee deductions, the Rider Exercise Date will automatically be set to the Monthly Anniversary following the date the Accumulation Value is reduced to zero. On the Rider Exercise Date, we will commence monthly benefit payments equal to one-twelfth the Benefit Threshold Amount, as long as the Enhanced Benefit Status is set to active and the Maximum Enhanced Benefit Payment Duration has not been exceeded. The amount of the benefit payments may vary based on the Enhanced Benefit Status and any attached Rider Components. For payments to continue, the Covered Person may be required to show proof that the Rider Qualification conditions continue to be satisfied as frequently as monthly. We may, at our discretion, permit or require other payment frequencies or methods subject to our minimum amount per payment requirement.

After the Rider Exercise Date

If the Accumulation Value is reduced to zero as the result of an Excess Withdrawal, the Enhanced Withdrawal Benefit Base and Enhanced Benefit Amount will be reduced to zero and this rider will terminate. Otherwise, on the date the Accumulation Value is reduced to zero, we will make a benefit payment equal to the Benefit Threshold Amount, less cumulative withdrawals in the Rider Year, and not less than zero. On the Rider Anniversary following the date the Accumulation Value is reduced to zero, we will commence monthly benefit payments equal to one-twelfth of the Benefit Threshold Amount, as long as the Enhanced Benefit Status is set to active and the Maximum Enhanced Benefit Payment Duration has not been exceeded. The amount of the benefit payments may vary based on the Enhanced Benefit Status and any attached Rider Components. For payments to continue, the Covered Person may be required to show proof that the Rider Qualification conditions continue to be satisfied as frequently as monthly. We may, at our discretion, permit or require other payment frequencies or methods subject to our minimum amount per payment requirement.

11. Termination of Rider

The following events will result in termination without value of this Rider Component only:

1. the date the Accumulation Value is reduced to zero as the result of an Excess Withdrawal;
2. the date the Enhanced Withdrawal Benefit Base is reduced to zero;

Any of the following events will result in termination of all attached Rider Components without value:

1. the date there is a change in any Covered Person;
2. the date of commencement of annuity payments under an annuity payment option as described in the base contract;
3. the date the contract, to which the rider is attached, terminates;
4. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
5. the date you assign your interests in the contract to which this rider is attached;
6. the date you assign any rights or interest in this rider to anyone without our prior written approval;
7. the date any death benefit is paid under the contract to which this rider is attached;
8. the date the Owner elects, in writing, to terminate or cancel the rider on or after the Earliest Cancellation Date.

PHL Variable Insurance Company


[Secretary]

12. Benefit Tables

Enhanced Benefit Amount Percentage Table (Qualification Level 1)

Rider Year	Enhanced Benefit Amount %	Rider Year	Enhanced Benefit Amount %	Rider Year	Enhanced Benefit Amount %
[1	[15.000	41	15.000	81	15.000
2	15.000	42	15.000	82	15.000
3	15.000	43	15.000	83	15.000
4	15.000	44	15.000	84	15.000
5	15.000	45	15.000	85	15.000
6	15.000	46	15.000	86	15.000
7	15.000	47	15.000	87	15.000
8	15.000	48	15.000	88	15.000
9	15.000	49	15.000	89	15.000
10	15.000	50	15.000	90	15.000
11	15.000	51	15.000	91	15.000
12	15.000	52	15.000	92	15.000
13	15.000	53	15.000	93	15.000
14	15.000	54	15.000	94	15.000
15	15.000	55	15.000	95	15.000
16	15.000	56	15.000	96	15.000
17	15.000	57	15.000	97	15.000
18	15.000	58	15.000	98	15.000
19	15.000	59	15.000	99	15.000
20	15.000	60	15.000	100	15.000
21	15.000	61	15.000	101	15.000
22	15.000	62	15.000	102	15.000
23	15.000	63	15.000	103	15.000
24	15.000	64	15.000	104	15.000
25	15.000	65	15.000	105]	15.000]
26	15.000	66	15.000		
27	15.000	67	15.000		
28	15.000	68	15.000		
29	15.000	69	15.000		
30	15.000	70	15.000		
31	15.000	71	15.000		
32	15.000	72	15.000		
33	15.000	73	15.000		
34	15.000	74	15.000		
35	15.000	75	15.000		
36	15.000	76	15.000		
37	15.000	77	15.000		
38	15.000	78	15.000		
39	15.000	79	15.000		
40	15.000	80	15.000		

Enhanced Benefit Amount Percentage Table (Qualification Level 2)

Rider Year	Enhanced Benefit Amount %	Rider Year	Enhanced Benefit Amount %	Rider Year	Enhanced Benefit Amount %
1	20.000	41	20.000	81	20.000
2	20.000	42	20.000	82	20.000
3	20.000	43	20.000	83	20.000
4	20.000	44	20.000	84	20.000
5	20.000	45	20.000	85	20.000
6	20.000	46	20.000	86	20.000
7	20.000	47	20.000	87	20.000
8	20.000	48	20.000	88	20.000
9	20.000	49	20.000	89	20.000
10	20.000	50	20.000	90	20.000
11	20.000	51	20.000	91	20.000
12	20.000	52	20.000	92	20.000
13	20.000	53	20.000	93	20.000
14	20.000	54	20.000	94	20.000
15	20.000	55	20.000	95	20.000
16	20.000	56	20.000	96	20.000
17	20.000	57	20.000	97	20.000
18	20.000	58	20.000	98	20.000
19	20.000	59	20.000	99	20.000
20	20.000	60	20.000	100	20.000
21	20.000	61	20.000	101	20.000
22	20.000	62	20.000	102	20.000
23	20.000	63	20.000	103	20.000
24	20.000	64	20.000	104	20.000
25	20.000	65	20.000	105]	20.000]
26	20.000	66	20.000		
27	20.000	67	20.000		
28	20.000	68	20.000		
29	20.000	69	20.000		
30	20.000	70	20.000		
31	20.000	71	20.000		
32	20.000	72	20.000		
33	20.000	73	20.000		
34	20.000	74	20.000		
35	20.000	75	20.000		
36	20.000	76	20.000		
37	20.000	77	20.000		
38	20.000	78	20.000		
39	20.000	79	20.000		
40	20.000	80	20.000		

Enhanced Benefit Amount Percentage Table (Qualification Level 3)

Rider Year	<u>Enhanced Benefit Amount %</u>	Rider Year	<u>Enhanced Benefit Amount %</u>	Rider Year	<u>Enhanced Benefit Amount %</u>
1	25.000	41	25.000	81	25.000
2	25.000	42	25.000	82	25.000
3	25.000	43	25.000	83	25.000
4	25.000	44	25.000	84	25.000
5	25.000	45	25.000	85	25.000
6	25.000	46	25.000	86	25.000
7	25.000	47	25.000	87	25.000
8	25.000	48	25.000	88	25.000
9	25.000	49	25.000	89	25.000
10	25.000	50	25.000	90	25.000
11	25.000	51	25.000	91	25.000
12	25.000	52	25.000	92	25.000
13	25.000	53	25.000	93	25.000
14	25.000	54	25.000	94	25.000
15	25.000	55	25.000	95	25.000
16	25.000	56	25.000	96	25.000
17	25.000	57	25.000	97	25.000
18	25.000	58	25.000	98	25.000
19	25.000	59	25.000	99	25.000
20	25.000	60	25.000	100	25.000
21	25.000	61	25.000	101	25.000
22	25.000	62	25.000	102	25.000
23	25.000	63	25.000	103	25.000
24	25.000	64	25.000	104	25.000
25	25.000	65	25.000	105]	25.000]
26	25.000	66	25.000		
27	25.000	67	25.000		
28	25.000	68	25.000		
29	25.000	69	25.000		
30	25.000	70	25.000		
31	25.000	71	25.000		
32	25.000	72	25.000		
33	25.000	73	25.000		
34	25.000	74	25.000		
35	25.000	75	25.000		
36	25.000	76	25.000		
37	25.000	77	25.000		
38	25.000	78	25.000		
39	25.000	79	25.000		
40	25.000	80	25.000		

Enhanced Roll-Up Table

Rider Year	Enhanced Roll-Up Rate %
[1	[5.00
2	5.00
3	5.00
4	5.00
5	5.00
6	5.00
7	5.00
8	5.00
9	5.00
10]	5.00]

Enhanced Benefit Base Factor

Rider Year	Enhanced Benefit Base Factor %	Rider Year	Enhanced Benefit Base Factor %	Rider Year	Enhanced Benefit Base Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		



RIDER COMPONENT SPECIFICATIONS

This specification page is a part of the rider pages that follow as well as the contract to which it is attached. Except as specified in the rider pages, these forms are subject to all of the provisions contained in the contract. These forms take effect on the Rider Issue Date.

RIDER SPECIFICATIONS

Contract Number:	[13000000]
Rider Issue Date:	[January 1, 2012]
Rider Components:	1. Guaranteed Lifetime Withdrawal Benefit - 11GLWB2 2. Enhanced Withdrawal Benefit - 11EWB 3. Guaranteed Minimum Death Benefit – 11GMDB]
Rider Option:	[Single Life Option]
Covered Person 1:	[John Doe]
Covered Person 1 Age at Issue:	[81]
[Covered Person 2:	[Jane Doe]
Covered Person 2 Age at Issue:	[64]]
Earliest Cancellation Date:	[January 1, 2015]
Rider Fee Percentage:	[0.60%] per Rider Year
Maximum Rider Fee Percentage:	[3.00%] per Rider Year
Rider Fee Basis:	[Accumulation Value]
Earliest Rider Fee Percentage Change Date:	[January 1, 2022]
Roll-Up Period:	[[10] Rider Years]
Maximum Roll-Up Restarts:	[2]

Rider Fee

After the Rider Issue Date, the rider fee will be deducted from the Accumulation Value on each Rider Anniversary. The rider fee is equal to the Rider Fee Percentage then in effect, multiplied by the Rider Fee Basis shown above. Unless we agree otherwise, the rider fee will be deducted from the Fixed Account. If the Fixed Account value is insufficient, the fee will be deducted proportionally from each applicable Indexed Account.

The Rider Fee Percentage in effect on the Rider Issue Date is shown above. We have the right to change the Rider Fee Percentage on Roll-Up Restart and on or after the Earliest Rider Fee Percentage Change Date. We will provide written notice prior to any change of the Rider Fee Percentage. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown above.

If the contract is terminated on a date other than a Rider Anniversary, we will deduct a proportional rider fee, based on the time elapsed in the Rider Year, from the amount available or paid upon termination. Past rider fees will not be refunded. The rider fee will not be deducted after the Accumulation Value is reduced to zero.

SERFF Tracking Number: TPCI-127710514 State: Arkansas
 Filing Company: PHL Variable Insurance Company State Tracking Number: 50325
 Company Tracking Number: 11GMDB-A
 TOI: A021 Individual Annuities- Deferred Non- Variable Sub-TOI: A021.004 Modified Single Premium
 Product Name: 11GMDB-A
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment:		
AR certifications - 11GMDB-A.pdf		

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

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachments:		
11GMDB Actuarial Memorandum.pdf		
11GLWB2 Actuarial Memorandum.pdf		
11EWB Actuarial Memorandum.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		
Chassis 2 (10FIA) States - SOV.pdf		

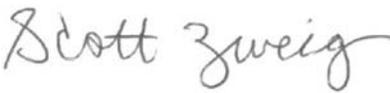
**ARKANSAS
CERTIFICATION**

FORM NO.	11GMDB-A
FORM TITLE	Guaranteed Minimum Death Benefit Rider
FLESCH SCORE	52.04
FORM NO.	11GMDB-S
FORM TITLE	Guaranteed Minimum Death Benefit Rider
FLESCH SCORE	52.85
FORM NO.	11GLWB2
FORM TITLE	Guaranteed Lifetime Withdrawal Benefit Rider
FLESCH SCORE	50.89
FORM NO.	11EWB
FORM TITLE	Enhanced Withdrawal Benefit Rider
FLESCH SCORE	55.44
FORM NO.	11RSP
FORM TITLE	Component Schedule Page
FLESCH SCORE	59.58

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) and submission comply with Reg. 19 and Reg. 49, as well as the other laws and regulations of the State of Arkansas.
- The attached forms comply with ACA 23-79-138 and Bulletin 11-88.

PHL Variable Insurance Company

Signature: 
Name: **Scott Zweig**
Title: **Director, State Compliance**
Date: **11/21/2011**

Statement of Variability

Form 11GLWB2

This Statement of Variability sets forth the variable information which will appear in brackets in form **11GLWB2 (Guaranteed Lifetime Withdrawal Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The unique number for each contract will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Earliest Rider Exercise Date: The first date that the rider may be exercised will appear in this field. Should we change this date it would be for new issues only and could range from the Rider Issue Date to the 20th Rider Anniversary.

Benefit Threshold Amount: Based on the Rider Components selected, one of the following will appear in this field exactly as shown below:

"Annual Benefit Amount"
Or
"Enhanced Benefit Amount"
Or
"sum of the Annual Benefit Amount and the Enhanced Benefit Amount"

Should we change this it would be for new issues only.

Withdrawal Benefit Base on Rider Issue Date: If the Rider Issue Date is equal to the Contract Issue Date, the Cumulative Premium, plus any applicable Premium Bonus, plus any applicable Withdrawal Benefit Base Bonus will appear in this field. If the Rider Issue Date is not equal to the Contract Issue Date, the Accumulation Value on the Rider Issue Date will appear in this field.

Withdrawal Benefit Base Bonus Percentage: The percentage used to determine the Withdrawal Benefit Base Bonus will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 40%.

Maximum Withdrawal Benefit Base Percentage: The maximum possible percentage used to determine the Withdrawal Benefit Base will appear in this field. Should we change this percentage, it would be for new issues only and could range from 100% to 1,000%.

Guaranteed Minimum GLWB Roll-Up Rate: the minimum GLWB Roll-Up Rate that could be applied on restart will appear in this field. Should we change this rate, it would be for new issues only and could range from 0% to 50%.

Maximum GLWB Echo Roll-Up Rate: the maximum GLWB Echo Roll-Up Rate will appear in this field. Should we change this rate, it would be for new issues only and could range from 0% to 50%.

Echo Factor: the factor used in calculating the Echo Roll-Up will appear in this field. Should we change this value, it would be for new issues only and could range from 0% to 100%.

Withdrawal Benefit Base Method: the method used to calculate the Withdrawal Benefit Base will appear in this field. Depending on the version of the rider selected, one of the following three blocks of text will appear. Only one will appear at a time. If any of these fields appear, they will appear exactly as shown:

Option 1

Deferral Factor Method

On the Rider Issue Date the Withdrawal Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable Withdrawal Benefit Base Bonus.

On or before the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the Withdrawal Benefit Base equals:

$(A + B - C) \times (1 + \text{GLWB Roll-Up Rate} + \text{cumulative GLWB Echo Roll-Up Rate})$, subject to the Maximum Withdrawal Benefit Base.

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus Withdrawal Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GLWB Roll-Up Rate will be equal to the GLWB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On or before the Rider Exercise Date, the Withdrawal Benefit Base will be reduced by any withdrawal (including RMDs). The Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

After the Rider Exercise Date, the Withdrawal Benefit Base will be recalculated on the date of any Excess Withdrawal. The Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the Excess Withdrawal.

On or after the Rider Exercise Date, for IRA and qualified plan contracts, cumulative withdrawals during a Rider Year will be considered Excess Withdrawals only if they exceed the greatest of (a), (b) and (c), where:

- (a) = the Benefit Threshold Amount;
- (b) = the RMD for the first calendar year during the current Rider Year; and
- (c) = the RMD for the second calendar year during the current Rider Year.]

Please note: the Withdrawal Benefit Base will be reduced by: (1) any withdrawals taken prior to the Rider Exercise Date, including RMDs, and (2) any withdrawals taken after the Rider Exercise Date that exceed the greater of the Benefit Threshold Amount or the RMD allowance described above.]

Option 2

[Compound Interest Method

On the Rider Issue Date the Withdrawal Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable Withdrawal Benefit Base Bonus.

Prior to the Rider Exercise Date, on any Rider Anniversary the Withdrawal Benefit Base will be equal to:

$A \times (1 + B + C)$, subject to the Maximum Withdrawal Benefit Base.

Where,

A = Withdrawal Benefit Base prior to the re-calculation

B = GLWB Roll-Up Rate

C = GLWB Echo Roll-Up Rate

After the conclusion of the final Roll-Up Period, the GLWB Roll-Up Rate is equal to zero.

On or before the Rider Exercise Date, the Withdrawal Benefit Base will be reduced by any withdrawal (including RMDs). The Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

After the Rider Exercise Date, the Withdrawal Benefit Base will be recalculated on the date of any Excess Withdrawal. The Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the Excess Withdrawal.

On or after the Rider Exercise Date, for IRA and qualified plan contracts, cumulative withdrawals during a Rider Year will be considered Excess Withdrawals only if they exceed the greatest of (a), (b) and (c), where:

(a) = the Benefit Threshold Amount;

(b) = the RMD for the first calendar year during the current Rider Year; and

(c) = the RMD for the second calendar year during the current Rider Year.

The Withdrawal Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

Please note: the Withdrawal Benefit Base will be reduced by: (1) any withdrawals taken prior to the Rider Exercise Date, including RMDs, and (2) any withdrawals taken after the Rider Exercise Date that exceed the greater of the Benefit Threshold Amount or the RMD allowance described above.]

Option 3

[Simple Interest

On the Rider Issue Date the Withdrawal Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable Withdrawal Benefit Base Bonus.

Prior to the Rider Exercise Date, on any Rider Anniversary the Withdrawal Benefit Base will be equal to:

$$A + ((B + C) \times D), \text{ subject to the Maximum Withdrawal Benefit Base.}$$

Where,

A = Withdrawal Benefit Base prior to the re-calculation

B = GLWB Roll-Up Rate

C = GLWB Echo Roll-Up Rate

D = Adjusted Initial Withdrawal Benefit Base prior to the re-calculation

After the conclusion of the final Roll-Up Period, the GLWB Roll-Up Rate is equal to zero.

On the Rider Issue Date, the Adjusted Initial Withdrawal Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GLWB Benefit Base Bonus.

The Withdrawal Benefit Base and Adjusted Initial Withdrawal Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

On or before the Rider Exercise Date, the Withdrawal Benefit Base and Adjusted Initial Withdrawal Benefit Base will be reduced by any withdrawal (including RMDs). The Withdrawal Benefit Base and the Adjusted Initial Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

After the Rider Exercise Date, the Withdrawal Benefit Base will be recalculated on the date of any Excess Withdrawal. The Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the Excess Withdrawal.

On or after the Rider Exercise Date, for IRA and qualified plan contracts, cumulative withdrawals during a Rider Year will be considered Excess Withdrawals only if they exceed the greatest of (a), (b) and (c), where:

(a) = the Benefit Threshold Amount;

(b) = the RMD for the first calendar year during the current Rider Year; and

(c) = the RMD for the second calendar year during the current Rider Year.]

Please note: the Withdrawal Benefit Base will be reduced by: (1) any withdrawals taken prior to the Rider Exercise Date, including RMDs, and (2) any withdrawals taken after the Rider Exercise Date that exceed the greater of the Benefit Threshold Amount or the RMD allowance described above.]

Signatures and Titles: We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

Annual Benefit Amount Percentage Table: The percentage used to determine the Annual Benefit Amount will appear in this table. It will be either the Single Life Option table or the Spousal Life Option table, depending on which option the Covered Person chooses. The first age appearing in this table will be the attained age of the youngest Covered Person on the Rider Issue Date. The (attained) ages in this table could range from 0 to 105 years and the percentages could range from 0% to 20%. Should we change this, it would be for new issues only.

GLWB Roll-Up Table: the percentages used to determine the GLWB Roll-Up will appear in this table. Should we change these percentages, it would be for new issues only and could range from 0% to 30%. The number of Rider Years appearing in this table will coincide with the duration of the Roll-Up Period and can range from 0 to 30 years.

Withdrawal Benefit Base Factor Table: the factors used in determining the Withdrawal Benefit Base will appear in this table. Should we change these factors, it would be for new issues only and they could range from 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values.

Statement of Variability

Form 11EWB

This Statement of Variability sets forth the variable information which will appear in brackets in form **11EWB (Enhanced Withdrawal Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The unique number for each contract will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Benefit Threshold Amount: Based on the Rider Components selected, one of the following will appear in this field, exactly as shown below:

"Annual Benefit Amount"
Or
"Enhanced Benefit Amount"
Or
"sum of the Annual Benefit Amount and the Enhanced Benefit Amount"

Should we change this it would be for new issues only.

Enhanced Withdrawal Benefit Base on Rider Issue Date: If the Rider Issue Date is equal to the Contract Issue Date, the Cumulative Premium, plus any applicable Premium Bonus, plus any applicable Enhanced Withdrawal Benefit Base Bonus will appear in this field. If the Rider Issue Date is not equal to the Contract Issue Date, the Accumulation Value on the Rider Issue Date will appear in this field.

Enhanced Withdrawal Benefit Base Bonus Percentage: The percentage used to determine the Enhanced Withdrawal Benefit Base Bonus will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 40%.

Maximum Enhanced Withdrawal Benefit Base Percentage: The maximum possible percentage used to determine the Enhanced Withdrawal Benefit Base will appear in this field. Should we change this percentage, it would be for new issues only and could range from 100% to 1,000%.

Administrative Charge: the charge for exercising this rider, if any will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

EBA Calculation Factor: depending on the version of the rider selected, either 1 or 0 will appear in this field. Should we change this factor it would be for new issues only and could be either 1 or 0.

Guaranteed Minimum Enhanced Roll-Up Rate: the minimum Enhanced Roll-Up Rate that could be applied on restart will appear in this field. Should we change this field, it would be for new issues only and could range from 0% to 50%.

Maximum Enhanced Echo Roll-Up Rate: the maximum GLWB Echo Roll-Up Rate will appear in this field. Should we change this rate, it would be for new issues only and could range from 0% to 50%.

Echo Factor: the factor used in calculating the Enhanced Echo Roll-Up will appear in this field. Should we change this value, it would be for new issues only and could range from 0% to 100%.

Maximum Enhanced Benefit Payment Duration: the maximum length of time that Enhanced Benefit Amount payments are available while the Enhanced Benefit Status is set to active will appear in this field. Should we change this duration, it would be for new issues only and could range from 1 month to 20 Rider Years

Assessment Period: the period of time prior to and including the Rider Issue Date that a Covered Person must not have met a certain Rider Exclusion in order to be eligible for Enhanced Benefit Amount payments will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 15 years. Should we choose not to apply this exclusionary period, it would be for new issues only and the word "None" will appear in this field.

Evaluation Period: the period of time prior to and including the Rider the Issue Date which a Covered Person must not have met any of the Rider Exclusions in order to be eligible for Enhanced Benefit Amount payments will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 15 years. Should we choose not to apply this exclusionary period, it would be for new issues only and the word "None" will appear in this field.

Elimination Period: The minimum period of time, in days, that a Covered Person must satisfy one of the Qualification Levels of Eligible Confinement in order to become eligible to receive Enhanced Benefit Amount payments will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 365 days. Should we choose not to apply this period it would be for new issues only and the word "None" will appear in this field.

Waiting Period: the period of time beginning on the Rider Issue Date when Enhanced Benefit Amount payments are not available will appear in this field. Should we change this length of time, it would be for new issues only and could range from 0 to 10 years. Should we choose not to apply this period it would be for new issues only and the word "None" will appear in this field.

Terminal Illness Period: The length of the time that used to indicate whether or not the Covered Person's has been diagnosed with a terminal illness will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 1 month to 36 months.

Enhanced Withdrawal Benefit Base Method: the method used to calculate the Enhanced Withdrawal Benefit Base will appear in this field. Depending on the version of the rider selected, one of the following three blocks of text will appear. Only one will appear at a time. If any of these fields appear, they will appear exactly as shown: (please see the next page)

Option 1

Deferral Factor Method

On the Rider Issue Date the Enhanced Withdrawal Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable Enhanced Withdrawal Benefit Base Bonus.

On or before the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the Enhanced Withdrawal Benefit Base equals:

$(A + B - C) \times (1 + \text{Enhanced Roll-Up Rate} + \text{cumulative Enhanced Echo Roll-Up Rate})$,
subject to the Maximum Enhanced Withdrawal Benefit Base.

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus Enhanced Withdrawal Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the Enhanced Roll-Up Rate will be equal to the Enhanced Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On or after the Rider Exercise Date, the Enhanced Withdrawal Benefit Base will be recalculated on the date of any Excess Withdrawal. The Enhanced Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the Excess Withdrawal.

On or after the Rider Exercise Date, for IRA and qualified plan contracts, cumulative withdrawals during a Rider Year will be considered Excess Withdrawals only if they exceed the greatest of (a), (b) and (c), where:

(a) = the Benefit Threshold Amount;

(b) = the RMD for the first calendar year during the current Rider Year; and

(c) = the RMD for the second calendar year during the current Rider Year.

Please note: the Enhanced Withdrawal Benefit Base will be reduced by: (1) any withdrawals taken prior to the Rider Exercise Date, including RMDs, and (2) any withdrawals taken after the Rider Exercise Date that exceed the greater of the Benefit Threshold Amount or the RMD allowance described above.]

Option 2

Compound Interest

On the Rider Issue Date the Enhanced Withdrawal Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable Enhanced Withdrawal Benefit Base Bonus.

Prior to the Rider Exercise Date, on any Rider Anniversary the Enhanced Withdrawal Benefit Base will be equal to:

$A \times (1 + B + C)$, subject to the Maximum Enhanced Withdrawal Benefit Base.

Where,

A = Enhanced Withdrawal Benefit Base prior to the re-calculation

B = Enhanced Roll-Up Rate

C = Enhanced Echo Roll-Up Rate

After the conclusion of the final Roll-Up Period, the Enhanced Roll-Up Rate is equal to zero.

Prior to the Rider Exercise Date, the Enhanced Withdrawal Benefit Base will be reduced by any withdrawal (including RMDs). The Enhanced Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

On or after the Rider Exercise Date, the Enhanced Withdrawal Benefit Base will be recalculated on the date of any Excess Withdrawal. The Enhanced Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the Excess Withdrawal.

On or after the Rider Exercise Date, for IRA and qualified plan contracts, cumulative withdrawals during a Rider Year will be considered Excess Withdrawals only if they exceed the greatest of (a), (b) and (c), where:

(a) = the Benefit Threshold Amount;

(b) = the RMD for the first calendar year during the current Rider Year; and

(c) = the RMD for the second calendar year during the current Rider Year.

The Enhanced Withdrawal Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

Please note: the Enhanced Withdrawal Benefit Base will be reduced by: (1) any withdrawals taken prior to the Rider Exercise Date, including RMDs, and (2) any withdrawals taken after the Rider Exercise Date that exceed the greater of the Benefit Threshold Amount or the RMD allowance described above.]

Option 3

Simple Interest

On the Rider Issue Date the Enhanced Withdrawal Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable Enhanced Withdrawal Benefit Base Bonus.

Prior to the Rider Exercise Date, on any Rider Anniversary the Enhanced Withdrawal Benefit Base will be equal to:

$$A + ((B + C) \times D), \text{ subject to the Maximum Enhanced Withdrawal Benefit Base.}$$

Where,

A = Enhanced Withdrawal Benefit Base prior to the re-calculation

B = Enhanced Roll-Up Rate

C = Enhanced Echo Roll-Up Rate

D = Adjusted Initial Enhanced Withdrawal Benefit Base prior to the re-calculation

After the conclusion of the final Roll-Up Period, the Enhanced Roll-Up Rate is equal to zero.

On the Rider Issue Date, the Adjusted Initial Enhanced Withdrawal Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable Enhanced Withdrawal Benefit Base Bonus.

The Enhanced Withdrawal Benefit Base and Adjusted Initial Enhanced Withdrawal Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

Prior to the Rider Exercise Date, the Enhanced Withdrawal Benefit Base and Adjusted Initial Enhanced Withdrawal Benefit Base will be reduced by any withdrawal (including RMDs). The Enhanced Withdrawal Benefit Base and the Adjusted Initial Enhanced Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

On or after the Rider Exercise Date, the Enhanced Withdrawal Benefit Base will be recalculated on the date of any Excess Withdrawal. The Enhanced Withdrawal Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the Excess Withdrawal.

On or after the Rider Exercise Date, for IRA and qualified plan contracts, cumulative withdrawals during a Rider Year will be considered Excess Withdrawals only if they exceed the greatest of (a), (b) and (c), where:

(a) = the Benefit Threshold Amount;

(b) = the RMD for the first calendar year during the current Rider Year; and

(c) = the RMD for the second calendar year during the current Rider Year.

Please note: the Enhanced Withdrawal Benefit Base will be reduced by: (1) any withdrawals taken prior to the Rider Exercise Date, including RMDs, and (2) any withdrawals taken after the Rider Exercise Date that exceed the greater of the Benefit Threshold Amount or the RMD allowance described above.]

Signatures and Titles: We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

Enhanced Benefit Amount Percentage Table (Qualification Level 1): The percentages used to determine the Enhanced Benefit Amount will appear in this table. It will be either the Single Life Option table or the Spousal Life Option table, depending on which option the Covered Person chooses. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Enhanced Benefit Amount Percentage Table (Qualification Level 2): The percentages used to determine the Enhanced Benefit Amount will appear in this table. It will be either the Single Life Option table or the Spousal Life Option table, depending on which option the Covered Person chooses. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Enhanced Benefit Amount Percentage Table (Qualification Level 3): The percentages used to determine the Enhanced Benefit Amount will appear in this table. It will be either the Single Life Option table or the Spousal Life Option table, depending on which option the Covered Person chooses. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Enhanced Roll-Up Table: the percentages used to determine the Enhanced Roll-Up will appear in this table. Should we change these percentages, it would be for new issues only and could range from 0% to 30%. The number of Rider Years appearing in this table will coincide with the duration of the Roll-Up Period and can range from 0 to 30 years.

Enhanced Benefit Base Factor Table: the factors used in determining the Enhanced Benefit Base will appear in this table. Should we change these factors, it would be for new issues only and they could range from 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values.

Statement of Variability

Form 11GMDB-A

This Statement of Variability sets forth the variable information which will appear in brackets in form **11GMDB-A (Guaranteed Minimum Death Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The unique number for each contract will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

GMDB Benefit Base on Rider Issue Date: If the Rider Issue Date is equal to the Contract Issue Date, an amount equal to the Cumulative Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus will appear in this field. If the Rider Issue Date is not equal to the Contract Issue Date, the Accumulation Value on the Rider Issue Date will appear in this field.

GMDB Benefit Base Bonus Percentage: The percentage used to determine the GMDB Benefit Base Bonus will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 40%.

Maximum GMDB Benefit Base Percentage: The maximum possible percentage used to determine the GMDB Benefit Base will appear in this field. Should we change this percentage, it would be for new issues only and could range from 100% to 1,000%.

Guaranteed Minimum GMDB Roll-Up Rate: the minimum GMDB Roll-Up Rate that could be applied on restart will appear in this field. Should we change this field, it would be for new issues only and could range from 0% to 50%

GMDB Benefit Base Withdrawal Factor: the factor used to determine the GMDB Benefit Base Withdrawal Threshold Amount will appear in this field. Should we change this factor it would be for new issues only and could range from 0% to 100%.

Evaluation Period: the period of time prior to and including the Rider the Issue Date which a Covered Person must not have met any of the Rider Exclusions in order to be eligible for Enhanced Benefit Amount payments will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 15 years. Should we choose not to apply this exclusionary period, it would be for new issues only and the word "None" will appear in this field.

Death Benefit Payment Duration: the duration over which the Enhanced Death Benefit Option(s) may be paid will appear in this field. Should we change this duration it would be for new issues only and could range from 1 to 120 months or years and could occur monthly, quarterly, semi-annually and annually.

Death Benefit Guarantee Factor at Issue: The Death Benefit Guarantee Factor applicable on the Rider Issue Date will appear in this field. Should we change the factor, it would be for new issues only and could range from 0% to 100%.

Minimum Death Benefit Guarantee Withdrawal Factor: The Minimum Death Benefit Guarantee Withdrawal Factor that can be applied when the feature is reset will appear in this field. Should we change the factor, it would be for new issues only and could range from 0% to 100%.

Death Benefit Guarantee Reset Frequency: The frequency at which the Death Benefit Guarantee Withdrawal Factor may be reset will appear in this field. Should we change this frequency it would be for new issues only and could range from the 1st to the 20th Rider Anniversary.

Guaranteed Minimum Death Benefit Method: the method used to calculate the GMDB Benefit Base will appear in this field. Depending on the version of the rider selected, one of the following four blocks of text will appear. Only one will appear at a time. If any of these fields appear, they will appear exactly as shown:

Option 1 (this option is comprised of two separate parts: Enhanced Death Benefit Option 1 shown on this page and Enhanced Death Benefit Option 2 shown on the following page.)

¹²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

- A = Cumulative Premium
- B = cumulative Premium Bonus plus GMDB Benefit Base Bonus
- C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor}, \text{ subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]³

⁵[Or,]⁵

Comment [SZ1]: Brackets annotated with ¹ = This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ2]: Brackets annotated with ² = This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ3]: Brackets annotated with ³ = Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ4]: Brackets annotated with ⁴ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Comment [SZ5]: Brackets annotated with ⁵ = This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

(Continued on next page)

⁶[Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable ⁷[in one lump sum.]⁷

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the Death Benefit Guarantee Withdrawal Threshold Amount, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date and on each Rider Anniversary. It is equal to the Cumulative Premium, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guaranteed Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee is available even if the Accumulation Value of the attached contract is reduced to zero.]⁶¹

Comment [SZ6]: Brackets annotated with ⁶ = Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ7]: Brackets annotated with ⁷ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Option 2

¹ ² [The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³ [Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴ [over the Death Benefit Payment Duration]]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

- A = Cumulative Premium
- B = cumulative Premium Bonus plus GMDB Benefit Base Bonus
- C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor}, \text{ subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]³

⁵ [Or,]⁵

⁶ [Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷ [in one lump sum.]]⁷]⁶]¹

Comment [SZ8]: Brackets annotated with ¹ = This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ9]: Brackets annotated with ² = This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ10]: Brackets annotated with ³ = Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ11]: Brackets annotated with ⁴ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Comment [SZ12]: Brackets annotated with ⁵ = This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ13]: Brackets annotated with ⁶ = Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ14]: Brackets annotated with ⁷ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Option 3

¹[Compound Interest Method

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$$(1 + \text{GMDB Roll-Up Rate}) \times \text{GMDB Benefit Base prior to the re-calculation, subject to the Maximum GMDB Benefit Base.}$$

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,⁵]

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]⁶

Comment [SZ15]: Brackets annotated with ¹ = This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ16]: Brackets annotated with ² = This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ17]: Brackets annotated with ³ = Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ18]: Brackets annotated with ⁴ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Comment [SZ19]: Brackets annotated with ⁵ = This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ20]: Brackets annotated with ⁶ = Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ21]: Brackets annotated with ⁷ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Option 4

¹[Simple Interest Method]

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1] = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$$A + ((1 + B) \times C), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = GMDB Benefit Base prior to the re-calculation

B = GMDB Roll-Up Rate

C = Adjusted Initial GMDB Benefit Base prior to the re-calculation

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

On the Rider Issue Date, the Adjusted Initial GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

The GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation is reduced by any withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals in any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2] = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]⁶]¹

Comment [SZ22]: Brackets annotated with ¹ = This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ23]: Brackets annotated with ² = This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ24]: Brackets annotated with ³ = Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ25]: Brackets annotated with ⁴ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Comment [SZ26]: Brackets annotated with ⁵ = This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ27]: Brackets annotated with ⁶ = Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ28]: Brackets annotated with ⁷ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Signatures and Titles: We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

GMDB Roll-Up Table: the percentages used to determine the increase to the GMDB Benefit Base will appear in this table. Should we change these percentages, it would be for new issues only and could range from 0% to 30%. The number of Rider Years appearing in this table will coincide with the duration of the Roll-Up Period and can range from 0 to 30 years.

GMDB Benefit Base Factor Table: The GMDB Benefit Base Factors will appear in this table. Should we change these factors, it would be for new issues only and could range from 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values.

GMDB Termination Factor Table: The GMDB Termination Factors will appear in this field. Should we change these factors, it would be for new issues only and they could range 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Death Benefit Guarantee Factor Table: The Death Benefit Guarantee Factors will appear in this field. Should we change these factors, it would be for new issues only and they could range 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Statement of Variability

Form 11GMDB-S

This Statement of Variability sets forth the variable information which will appear in brackets in form **11GMDB-S (Guaranteed Minimum Death Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The unique number for each contract will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

GMDB Benefit Base on Rider Issue Date: If the Rider Issue Date is equal to the Contract Issue Date, an amount equal to the Cumulative Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus will appear in this field. If the Rider Issue Date is not equal to the Contract Issue Date, the Accumulation Value on the Rider Issue Date will appear in this field.

GMDB Benefit Base Bonus Percentage: The percentage used to determine the GMDB Benefit Base Bonus will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 40%.

Maximum GMDB Benefit Base Percentage: The maximum possible percentage used to determine the GMDB Benefit Base will appear in this field. Should we change this percentage, it would be for new issues only and could range from 100% to 1,000%.

Guaranteed Minimum GMDB Roll-Up Rate: the minimum GMDB Roll-Up Rate that could be applied on restart will appear in this field. Should we change this field, it would be for new issues only and could range from 0% to 50%

GMDB Benefit Base Withdrawal Factor: the factor used to determine the GMDB Benefit Base Withdrawal Threshold Amount will appear in this field. Should we change this factor it would be for new issues only and could range from 0% to 100%.

Evaluation Period: the period of time prior to and including the Rider the Issue Date which a Covered Person must not have met any of the Rider Exclusions in order to be eligible for Enhanced Benefit Amount payments will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 15 years. Should we choose not to apply this exclusionary period, it would be for new issues only and the word "None" will appear in this field.

Death Benefit Payment Duration: the duration over which the Enhanced Death Benefit Option(s) may be paid will appear in this field. Should we change this duration it would be for new issues only and could range from 1 to 120 months or years and could occur monthly, quarterly, semi-annually and annually.

Guaranteed Minimum Death Benefit Method: the method used to calculate the GMDB Benefit Base will appear in this field. Depending on the version of the rider selected, one of the following three blocks of text will appear. Only one will appear at a time. If any of these fields appear, they will appear exactly as shown:

Option 1

¹²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴]

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

- A = Cumulative Premium
- B = cumulative Premium Bonus plus GMDB Benefit Base Bonus
- C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor}, \text{ subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]⁶]

Comment [SZ29]: Brackets annotated with ¹ = This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ30]: Brackets annotated with ² = This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ31]: Brackets annotated with ³ = Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ32]: Brackets annotated with ⁴ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Comment [SZ33]: Brackets annotated with ⁵ = This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ34]: Brackets annotated with ⁶ = Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ35]: Brackets annotated with ⁷ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Option 2

¹[Compound Interest Method]

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴]

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$(1 + \text{GMDB Roll-Up Rate}) \times \text{GMDB Benefit Base}$ prior to the re-calculation, subject to the Maximum GMDB Benefit Base.

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,⁵]

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]⁶]

Comment [SZ36]: Brackets annotated with ¹ = This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ37]: Brackets annotated with ² = This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ38]: Brackets annotated with ³ = Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ39]: Brackets annotated with ⁴ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Comment [SZ40]: Brackets annotated with ⁵ = This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ41]: Brackets annotated with ⁶ = Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ42]: Brackets annotated with ⁷ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Option 3

¹[Simple Interest Method

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$$A + ((1 + B) \times C), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = GMDB Benefit Base prior to the re-calculation

B = GMDB Roll-Up Rate

C = Adjusted Initial GMDB Benefit Base prior to the re-calculation

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

On the Rider Issue Date, the Adjusted Initial GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

The GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation is reduced by any withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals in any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]⁶

Comment [SZ43]: Brackets annotated with ¹ = This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ44]: Brackets annotated with ² = This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ45]: Brackets annotated with ³ = Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ46]: Brackets annotated with ⁴ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Comment [SZ47]: Brackets annotated with ⁵ = This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ48]: Brackets annotated with ⁶ = Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ49]: Brackets annotated with ⁷ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only. One of the following phrases will appear: "over the Death Benefit Payment Duration" or "in one lump sum."

Signatures and Titles: We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

GMDB Roll-Up Table: the percentages used to determine the increase to the GMDB Benefit Base will appear in this table. Should we change these percentages, it would be for new issues only and could range from 0% to 30%. The number of Rider Years appearing in this table will coincide with the duration of the Roll-Up Period and can range from 0 to 30 years.

GMDB Benefit Base Factor Table: The GMDB Benefit Base Factors will appear in this table. Should we change these factors, it would be for new issues only and could range from 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values.

GMDB Termination Factor Table: The GMDB Termination Factors will appear in this field. Should we change these factors, it would be for new issues only and they could range 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Statement of Variability

Form 11RSP

This Statement of Variability sets forth the variable information which will appear in brackets in form **11RSP (Component Rider Specifications)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The unique number for each contract will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

Rider Components: the Rider Components applicable to the particular version of the rider selected will appear in this field. One or more of the following components may appear in this field (preceded by the appropriate number 1, 2 or 3 as applicable):

“Guaranteed Lifetime Withdrawal Benefit - 11GLWB2”

Or

“Enhanced Withdrawal Benefit - 11EWB”

Or

“Guaranteed Minimum Death Benefit – 11GMDB”

Rider Option: The option the Covered Person chooses would appear in this field. They may choose either the Single Life Option or the Spousal Life Option.

Covered Person 1: the name of the first Covered Person will appear in this field.

Covered Person 1 Age at Issue: the issue age of the first Covered Person will appear in this field.

Covered Person 2: this field is bracketed to indicate that it may or may not appear based on whether or not there is more than one Covered Person. If this field does appear, it will appear as shown. The field will contain the name of the second Covered Person (if applicable.)

Covered Person 2 Age at Issue: this field is bracketed to indicate that it may or may not appear based on whether or not there is more than one Covered Person. If this field does appear, it will appear as shown. The field will contain the age at issue of the second Covered Person (if applicable.)

Earliest Cancellation Date: The date that the rider may be cancelled will appear in this field. Should we change this date, it would be for new issues only and could range from the Rider Issue Date to 25 years from the Rider Issue Date.

Rider Fee Percentage: The percentage in effect on the Rider Issue Date, used to determine the rider fee, will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 5.00%.

Maximum Rider Fee Percentage: The maximum possible percentage used to determine the rider fee will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0.50% to 5.00%.

Comment [SZ50]: The Covered Person 2 fields will only appear if the spousal life option is chosen and there are 2 Covered Persons.

Rider Fee Basis: the amount used to determine the rider fee will appear in this field. Should we change this it would be for new issues only and could be one of the following:

“Accumulation Value”

Or

“the greater of the GMDB Benefit Base and the Withdrawal Benefit Base”

Or

“the greater of the GMDB Benefit Base, the Withdrawal Benefit Base and the Death Benefit Guarantee”

Earliest Rider Fee Percentage Change Date: The earliest date the Rider Fee Percentage can change will appear in this field. Should we change this date, it would be for new issues only and can range from the Rider Issue Date to the Contract Maturity Date.

Roll-Up Period: The duration of the Roll-Up Period will appear in this field. Should we change this duration it would be for new issues only and could range from 0 to 30 years.

Maximum Roll-Up Restarts: The maximum number of times that the Roll-Up feature may be elected (“restarted”) will appear in this field. Should we change this number, it would be for new issues only and could range from 0 to 15.