

SERFF Tracking Number: HARK-127027291 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 48157
Company Tracking Number: LA-1362(11)
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: LongevityAccess Rider
Project Name/Number: LongevityAccess Rider/LA-1362(11)

Filing at a Glance

Company: Hartford Life and Annuity Insurance Company

Product Name: LongevityAccess Rider

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: HARK-127027291 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 48157

Co Tr Num: LA-1362(11)

State Status: Approved-Closed

Reviewer(s): Linda Bird

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

Disposition Date: 03/08/2011

Date Submitted: 03/03/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: LongevityAccess Rider

Project Number: LA-1362(11)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 03/03/2011

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 03/08/2011

State Status Changed: 03/08/2011

Created By: Barbara Warren

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Barbara Warren

Filing Description:

We are submitting the subject form for your review and approval. The form is new and intended to be used with new issues of our Individual Flexible Premium Universal Life policies LA-1252(04) previously approved by the Department.

The Rider form LA-1362(11) is available for election at the time of application. Beginning on the Benefit Eligibility Date shown in the Policy Specifications, the Rider provides a Guaranteed Minimum Withdrawal Benefit, a guaranteed minimum Death Benefit available through a Residual Death Benefit provision; and a Waiver of Costs provision that guarantees that the Policy will not lapse due to insufficient Policy Value..

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On the Benefit Eligibility Date (the policy anniversary nearest the date the Insured turns attained age 90) and each month thereafter, We will determine if Rider benefits are available by performing a Benefit Eligibility Test. If Withdrawals in a month exceed the Guaranteed Minimum Withdrawal Benefit, benefits may not be available in future months as described in the Rider.

The Rider charge is a premium-based load. The duration of the rider charge will vary by issue age, gender and underwriting class.

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

Enclosed you will find an actuarial memorandum for the rider as well as any other supporting documentation or certifications that may be required in your state.

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

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

Company and Contact

Filing Contact Information

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

Filing Company Information

Hartford Life and Annuity Insurance Company CoCode: 71153 State of Domicile: Connecticut

SERFF Tracking Number: HARL-127027291 State: Arkansas
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 200 Hopmeadow Street Group Code: 91 Company Type: Life
 Simsbury, CT 06089 Group Name: State ID Number:
 (860) 547-5000 ext. [Phone] FEIN Number: 39-1052598

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life and Annuity Insurance Company	\$50.00	03/03/2011	45240546

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/08/2011	03/08/2011

SERFF Tracking Number: HARL-127027291 State: Arkansas
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Disposition

Disposition Date: 03/08/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	SOV		Yes
Supporting Document	Sample Base Policy Specification Page		Yes
Supporting Document	LongevityAccess Rider Actuarial Memorandum		No
Supporting Document	Sample PPR Specification Page & corresponding SOV		Yes
Form	LongevityAccess Rider		Yes

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Form Schedule

Lead Form Number: LA-1362(11)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	LA-1362(11)	Policy/Cont ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.400	LA-1362(11).pdf



GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER

THE BENEFITS

The benefits provided by this Rider are subject to the terms and conditions described below. There are no benefits available under this Rider prior to the Benefit Eligibility Date.

Beginning on the Benefit Eligibility Date and on every Monthly Activity Date thereafter, We will perform a Benefit Eligibility Test to determine if the benefits provided by this Rider are available.

THE PRIMARY BENEFITS PROVIDED BY THIS RIDER ARE DESCRIBED BELOW:

Guaranteed Minimum Withdrawal Benefit (“GMWB”)

The GMWB is the amount of Withdrawal that is guaranteed to be available each Policy Month that the Benefit Eligibility Test is met until the then current Benefit Balance is exhausted.

On the Benefit Eligibility Date, the GMWB is set equal to the lesser of:

1. the then current Benefit Balance times the GMWB Percentage shown in the Policy Specifications; or
2. the Maximum Monthly GMWB shown in the Policy Specifications.

Thereafter, the GMWB will be reduced when any of the following events occur:

1. Withdrawals taken in any Policy Month exceed the GMWB;
2. Withdrawals are taken in any Policy Month that the Benefit Eligibility Test is not met;
3. the Policy's Face Amount is decreased at Your request;
4. a portion of the Death Benefit is accelerated under any accelerated death benefit rider or long-term care rider that may be attached to the Policy or;
5. the GMWB exceeds the then current Benefit Balance.

See the GMWB Reset provision for a description of how the GMWB is reduced if any of the events described above should occur.

Death Proceeds payable under the Policy will be reduced by any Guaranteed Minimum Withdrawal Benefits paid by Us after the date of death of the Insured.

Residual Death Benefit

The Residual Death Benefit will be determined on the first Monthly Activity Date that the Benefit Eligibility Test is met. The Residual Death Benefit will equal the then current Benefit Balance times the Residual Death Benefit Percentage shown in the Policy Specifications. Once the Residual Death Benefit is determined and while this Rider remains in effect, the Death Benefit under the Policy will never be less than the Residual Death Benefit, regardless of the reduction in the Policy's Face Amount resulting from Guaranteed Minimum Withdrawal Benefits.

Waiver of Costs

On each Monthly Activity Date following the Benefit Eligibility Date, if the Benefit Eligibility Test is met and the Account Value less Indebtedness is insufficient to satisfy Monthly Deduction Amounts, We will waive the portion of such deductions which exceed the Account Value less Indebtedness to keep the Policy from going into default.

DEFINITIONS

The definitions in this section apply to the following words and phrases whenever and wherever they appear in this Rider.

Benefit Balance: the total amount of future Withdrawals that are guaranteed to be available. It is selected by You at the time of application for this Rider based on Our rules then in effect. The Benefit Balance can never exceed the initial Face Amount of the Policy.

Decreases in the Policy's Face Amount or acceleration of a portion of the Death Benefit under any accelerated death benefit rider or long-term care rider that may be attached to the Policy will cause the Benefit Balance to be reduced to the Policy's then current Face Amount on any Monthly Activity Date the Benefit Balance exceeds the Face Amount. If the Benefit Balance is reduced because it exceeds the Face Amount, We will send You new Policy Specification pages, or a Policy endorsement, reflecting the change.

The Benefit Balance on the Benefit Eligibility Date is shown in the Policy Specifications. On subsequent Monthly Activity Dates, the Benefit Balance is the lesser of:

1. the Benefit Balance as of the prior Monthly Activity Date less any Withdrawals taken under the Policy during the Policy Month; or
2. the then current Face Amount.

Benefit Eligibility Date: the first date on which Rider benefits may become available. The Benefit Eligibility Date is shown in the Policy Specifications.

Benefit Index: the Benefit Index is determined initially on the Benefit Eligibility Date and is equal to the accumulated value in the Policy Protection Account. Thereafter, the Benefit Index is adjusted so that it is:

1. increased by any Net Premium received;
2. decreased by the amount of any Withdrawals in excess of the GMWB; and
3. decreased by any Withdrawals taken when Rider benefits are not available.

GMWB Target Value: the minimum accumulated value of the Policy Protection Account that is required on the Benefit Eligibility Date in order to qualify for benefits under this Rider. The GMWB Target Value on the Benefit Eligibility Date is shown in the Policy Specifications. Benefits are not available if the Benefit Index is less than the GMWB Target Value. Prior to the Benefit Eligibility Date, the GMWB Target Value may change in accordance with the Requested Changes to Policy provision below. If the GMWB Target Value changes, We will send You new Policy Specification pages, or a Policy endorsement, reflecting the change.

Policy Month: the period of time beginning on a Monthly Activity Date and ending on the day immediately prior to the next following Monthly Activity Date.

BENEFIT ELIGIBILITY TEST

The Benefit Eligibility Test is performed on the Benefit Eligibility Date and on each Monthly Activity Date thereafter. For each Policy Month on and after the Benefit Eligibility Date, the Benefit Eligibility Test is met if:

1. the Benefit Index equals or exceeds the then current GMWB Target Value;
2. the Death Benefit Option is Death Benefit Option A (Level);
3. there is no Indebtedness under the Policy; and
4. on the date this test is performed:
 - a. no benefits under any accelerated death benefit rider or long term care rider attached to the Policy are owed to You or being processed by Us on that date; and
 - b. the date is not within a benefit period covered under an annual lump sum payment made to You under any accelerated death benefit rider attached to the Policy.

You may request to withdraw less than the GMWB. A lesser amount could extend the period for which You can take monthly withdrawals. Any amount You elect to take that is less than the GMWB is subject to Our minimum rules then in effect.

If Your Death Benefit Option on or after the Benefit Eligibility Date is anything other than Death Benefit Option A, We will allow you to change it to Death Benefit Option A without evidence of insurability regardless of what Death Benefit Option is in effect at that time to become eligible for Rider benefits. The Face Amount after the change will equal the amount available as a Death Benefit immediately prior to the change.

PRIOR TO THE BENEFIT ELIGIBILITY DATE

REQUESTED CHANGES TO POLICY

Changes will be made to the Rider Charge, GMWB Target Value and Benefit Balance if any of the following changes occur prior to the Benefit Eligibility Date:

1. the Face Amount of the Policy increases or decreases;
2. the Insured's Insurance Class changes;
3. other riders are added to or removed from the Policy; or
4. there are any increases or decreases to benefits provided by riders attached to the Policy.

If any of the above changes occur, We will send You new Policy Specification pages, or a Policy endorsement, which will reflect changes to the Maximum Rider Premium Charges, current GMWB Target Value and/or current Benefit Balance that are affected by the requested change.

ON AND AFTER THE BENEFIT ELIGIBILITY DATE

GMWB RESET

Reset Due to Withdrawals, Requested Face Decreases, and Accelerated Death Benefits

The GMWB will be reset on the next Monthly Activity Date following the date any of the following events occur:

1. Withdrawals taken in a Policy Month exceed the GMWB;
2. Withdrawals are taken in a Policy Month that the Benefit Eligibility Test is not met;
3. the Policy's Face Amount is decreased at Your request; or
4. a portion of the Death Benefit is accelerated under any accelerated death benefit rider or long-term care rider that may be attached to the Policy;

The new GMWB will equal the lesser of:

1. the then current Benefit Balance times the GMWB Percentage shown in the Policy Specifications; or
2. the Maximum Monthly GMWB shown in the Policy Specifications.

Reset when the GMWB exceeds the Benefit Balance

If the GMWB exceeds the then current Benefit Balance, the GMWB will be reset to equal the then current Benefit Balance.

WHEN THE GMWB CEASES TO BE AVAILABLE

In Policy Months where the Benefit Eligibility Test is met, the GMWB will cease to be available when any of the following events occur:

1. when the then current Benefit Balance is exhausted; or
2. when the Face Amount of the Policy is reduced to zero due to Withdrawals.

IMPACT OF RIDER ON POLICY

Withdrawals

In Policy Months where the Benefit Eligibility Test is met, the Withdrawals provision of the Policy is modified so that:

1. the minimum Withdrawal allowed is the lesser of \$500 or the GMWB amount; and
2. the Face Amount of the Policy will be reduced by the amount of any Withdrawals taken.

No Charge Assessed on Withdrawals

On and after the Benefit Eligibility Date, the Withdrawals provision of the Policy is modified such that no charge will be assessed on Withdrawals.

Withdrawals and the Policy Protection Account

In Policy months where the Benefit Eligibility Test is met, only the amount of Withdrawals in a Policy Month in excess of the GMWB will reduce the accumulated value in the Policy Protection Account.

GENERAL PROVISIONS

ACCELERATED DEATH BENEFIT OR LONG TERM CARE RIDERS ON POLICY

Payment of an accelerated benefit due to the Insured's terminal illness, as provided under any accelerated death benefit rider that may be attached to the Policy, will cause Us to terminate this Rider as of the date such payment is made.

On the Benefit Eligibility Date, a Residual Death Benefit will be established provided the Benefit Index exceeds the GMWB Target Value on that date, if:

1. benefits due to the Insured's chronic illness are owed to You or being processed by Us on that date under any accelerated death benefit rider or long-term care rider to attached the Policy; or
2. the date is within a benefit period covered under an annual lump sum payment made based on to the Insured's chronic illness under any accelerated death benefit rider attached to the Policy.

See the Residual Death Benefit provision for a description of how the benefit is determined.

RIDER CHARGE

Premium charges for this Rider will be automatically deducted from Premium Payments received by Us for the duration shown in the Policy Specifications. Maximum Rider Premium Charges are shown in the Policy Specifications.

REINSTATEMENT

You may reinstate this Rider as part of Your Policy if the Policy is terminated and reinstated. Such reinstatement will be subject to all terms and conditions of the Policy to which it is attached.

TERMINATION

This Rider will terminate on the earliest of the following dates:

1. The date the Policy terminates;
2. The date we approve a request, In Writing, from You to accelerate the Death Benefit for reason of terminal illness of the Insured as may be provided under an accelerated death benefit rider attached to the Policy.

This Rider is part of the Policy to which it is attached and, except as noted above, it is subject to all of the terms, conditions and limitations of the Policy. The Rider Date and Date of Issue are shown in the Additional Benefits and Rider section of the Policy Specifications. Terms not defined herein are defined in the Policy.

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

[



Terence Shields], Corporate Secretary

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Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Readability Certification.pdf
 AR Cert - Rule 19 _Unfair Discrim_.pdf

Item Status: **Status Date:**

Satisfied - Item: SOV

Comments:

Attachment:

Rider amendment SOV.pdf

Item Status: **Status Date:**

Satisfied - Item: Sample Base Policy Specification Page

Comments:

For informational puposes only

Attachments:

Base Policy specs SOV.pdf
 Base Policy Specification Page FYI.pdf

Item Status: **Status Date:**

Satisfied - Item: Sample PPR Specification Page & corresponding SOV

Comments:

Attachments:

SOV for Policy Protection Rider Specification Pages FYI.pdf
 1252(3 contd)Rev2 FYI.pdf

Readability Certificate

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

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

Form Number
LA-1362(11)

Flesch Score
50.4

Hartford Life and Annuity Insurance Company
NAIC Number 71153-091



Signature of Insurance Company Officer

Lenore Paoli, AVP, ILD Compliance
Typed Name and Title

**ARKANSAS
POLICY FORM CERTIFICATION**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

Form Number(s): LA-1362(11)

Form Title(s): LongevityAccess Rider

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

Signed:



Date

Lenore Paoli, AVP, ILD Compliance

March 2, 2011

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

**STATEMENT OF VARIABILITY
FOR
LONGEVITYACCESS RIDER**

03/02/2011

Officer Signature	The officer signature will vary based on changes in future company operations.
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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

STATEMENT OF VARIABILITY
FOR
GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER

03/02/2011

Variable Text Denoted by Brackets

Rider Date, Date of Issue, Designated Insured, Issue Age/Sex, Insurance Class	Will vary based on issue specific information. If the Policy is issued on a unisex basis, gender will not be reflected.
Maximum Monthly Rider Premium Charge	[1 -35]. Currently the charge will be deducted in years 1 through 35. We reserve the right to reduce the duration of the charge deduction. Such change will apply to new issues on a non-discriminatory basis.
Percent Of Premiums Paid	Will vary based on issue-specific information such as Issue Age/Sex (gender, if applicable), and underwriting risk class. Please see Actuarial Memorandum for maximum rate per policy issue.
Benefit Eligibility Date	Will vary based on issue age of Insured. The Benefit eligibility Date will be the Insured's Attained Age 90 on the nearest Policy Anniversary.
Benefit Balance	Will vary based on issue specific information. The Benefit Balance is based on the Face Amount of the Policy as of the Benefit Eligibility Date.
GMWB Percentage	[.1% - 10%]. Currently, the GMWB Percentage is 1%. We reserve our right to vary the percentage within the range reflected. Such change will apply to new issues on a non-discriminatory basis.
Maximum Monthly GMWB	[\$1,000 - \$50,000]. The Maximum Monthly GMWB will equal the Benefit Balance times the GMWB Percentage, and will be capped currently at \$20,000 for Face Amounts of \$2,000,000 or more. We reserve our right to increase or decrease the cap for new issues on a non-discriminatory basis.
GMWB Target Value	Will vary based on issue specific information. It is the minimum accumulated value of the Policy Protection Account that is required on the Benefit Eligibility Date in order to qualify for benefits under this Rider.
Residual Death Benefit Percentage	[1% - 20%]. Currently the Residual Death Benefit Percentage is 10%. We reserve our right to vary the percentage within the range reflected. Such change will apply to new issues on a non-discriminatory basis.

POLICY NUMBER: VL0000001

POLICY SPECIFICATIONS

ADDITIONAL BENEFITS AND RIDERS

Guaranteed Minimum Withdrawal Benefit ("GMWB")

Rider Date:	[01/01/2011]	
Date of Issue:	[01/01/2011]	
Designated Insured:	[JOHN DOE]	
Issue Age[/Sex]:	[35, MALE]	
Insurance Class:	[Preferred/Non-Nicotine]	
Maximum Monthly Rider Premium Charge:	Policy Years [1 – 35]	Percent of Premiums Paid [3.0%]
Benefit Eligibility Date:	[01/01/2011]	
Benefit Balance	[\$100,000]	
GMWB Percentage:	[1]%	
Maximum Monthly GMWB:	[\$1,000]	
GMWB Target Value:	[\$46,900]	
Residual Death Benefit Percentage	[10]%	

Hartford Life and Annuity Insurance Company
Statement of Variability
March 02, 2011

Policy Protection Rider
Specification Pages
3 (continued)

Variable Text Denoted by Brackets

POLICY PROTECTION RIDER	<p>POLICY PROTECTION RIDER Information pertaining to the Rider will vary based on Applicant specific information.</p> <p>Maximum Monthly Administrative Rider Charge equal to .10 per \$1,000 of face amount. We may increase this fee to equal a maximum of \$1.00 per \$1,000 of face amount. Any such change will be applied uniformly in a non-discriminatory manner.</p> <p>Maximum Percentage of Cost of Insurance Charge for the Policy are the maximum charges. We may charge less. Any such change will be applied uniformly in a non-discriminatory manner.</p>
RIDERS COVERED BY THE POLICY PROTECTION RIDER	Will vary based on owner's selection of Riders at time of application.
DEDUCTIONS FROM PREMIUM PAYMENTS USED TO DETERMINE THE POLICY PROTECTION NET PREMIUM	<p>Policy Protection Tax Charge will vary based on the Tax Charge assessed by state in which the policy is issued on the Policy Date.</p> <p>Policy Protection Premium Charge for Schedule A will vary based on applicant specific information.</p> <p>Policy Protection Premium Charge and duration for Schedule B will vary based on applicant specific information.</p>
DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT	<p>Policy Protection Per \$1,000 Charge Rate (for Schedule A) will vary based on applicant specific information.</p> <p>Policy Protection Per \$1,000 Charge Rate and duration (for Schedule B) will vary based on will vary based on applicant specific information.</p> <p>Policy Protection Cost of Insurance Rate - Monthly Per \$1,000 (for Schedule A and B) will vary based on applicant specific information.</p> <p>Policy Protection Monthly Administrative Charge will vary based on applicant specific information.</p> <p>Policy Protection Rider Charges will vary based on owner selection of riders. Rates and charges shown will be based on the rates and charges for each selected Rider as deducted from Schedule A and Schedule B Policy Protection Account.</p>
INTEREST CREDITS APPLIED TO THE POLICY PROTECTION ACCOUNT	(for Schedule B) Policy Protection Credited Rate (Tier 1 and Tier 2) and Credited Rate Breakpoint Ratio will vary based on applicant specific information.

POLICY SPECIFICATIONS

ADDITIONAL BENEFITS AND RIDERS

POLICY PROTECTION RIDER

Insured:	[JOHN DOE]
Issue Age:	[35]
Insurance Class:	[PREFERRED/NON-NICOTINE]
Maximum Monthly Administrative Rider Charge:	[\$10.00]
Maximum Percentage of Cost of Insurance Charge for the Policy:	[100%]
Date of Issue:	[JANUARY 1, 2011]
Rider Effective Date:	[JANUARY 1, 2011]

RIDERS COVERED BY THE POLICY PROTECTION RIDER

[Accidental Death Benefit Rider
Children's Life Insurance Rider
Waiver of Specified Amount Disability Benefit Rider
Deduction Amount Waiver Rider
LifeAccess Accelerated Benefit Rider
Guaranteed Minimum Withdrawal Benefit Rider]

DEDUCTIONS FROM PREMIUM PAYMENTS USED TO DETERMINE THE POLICY PROTECTION NET PREMIUM

<u>TYPE OF CHARGE</u>	<u>POLICY YEARS</u>	<u>PERCENT OF PREMIUMS PAID</u>
Policy Protection Tax Charge for Premiums Allocated to Section A of the Policy Protection Account	ALL	[1.75%]
Policy Protection Tax Charge for Premiums Allocated to Section B of the Policy Protection Account	ALL	[1.75%]

The Tax Charge Percentage depends upon the Premium Tax Rate assessed by Your state or municipality as of the Policy Date.

<u>TYPE OF CHARGE</u>	<u>POLICY YEARS</u>	<u>PERCENT OF PREMIUMS PAID</u>
Policy Protection Premium Charge for Premiums Allocated to Section A of the Policy Protection Account	ALL	[6.25%]
Policy Protection Premium Charge for Premiums Allocated to Section B of the Policy Protection Account	[1 2 3 4 5 6+]	[6.25% 5.00% 3.75% 2.50% 1.25% 0.00%]

POLICY PROTECTION RIDER (CONTINUED)

**DEDUCTIONS FROM PREMIUM PAYMENTS USED TO DETERMINE THE POLICY PROTECTION NET PREMIUM
CONTINUED)**

<u>TYPE OF CHARGE</u>	<u>POLICY YEARS</u>	<u>PERCENT OF PREMIUMS PAID</u>
GMWB Rider Monthly Premium Charge for Premiums Allocated to Section A of the Policy Protection Account	[1 – 35]	[2.6%]
GMWB Rider Monthly Premium Charge for Premiums Allocated to Section B of the Policy Protection Account	[1 – 35]	[2.6%]

POLICY PROTECTION RIDER (CONTINUED)

Schedule A Rates and Charges for the Policy Protection Account

INTEREST CREDITS APPLIED TO THE POLICY PROTECTION ACCOUNT

Policy Protection Credited Rate (Annual Effective Rate) ALL YEARS 3.00%

DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT

Policy Protection Monthly Administrative Charge	<u>POLICY YEARS</u> ALL	<u>CHARGE OR PERCENT OF ACCOUNT</u> \$10.00 PER MONTH
Policy Protection Per \$1,000 Charge Rate	ALL	[0.1667] PER MONTH PER \$1,000 OF THE INITIAL FACE AMOUNT.

Policy Protection Cost of Insurance Rate - Monthly Per \$1,000

POLICY		POLICY		POLICY	
YEAR	RATE	YEAR	RATE	YEAR	RATE
[1	0.044177	30	1.170000	59	21.733610
2	0.053349	31	1.298399	60	23.585430
3	0.064189	32	1.428673	61	25.573060
4	0.075031	33	1.560830	62	27.431880
5	0.084206	34	1.703368	63	29.457890
6	0.095050	35	1.851233	64	31.672690
7	0.105061	36	2.030865	65	34.099540
8	0.115073	37	2.232202	66	36.771370
9	0.126755	38	2.497352	67	38.951310
10	0.140943	39	2.777884	68	41.335400
11	0.159306	40	3.073941	69	43.946250
12	0.181013	41	3.398649	70	46.812880
13	0.205232	42	3.754049	71	49.925330
14	0.229456	43	4.168418	72	53.362590
15	0.252016	44	4.654842	73	57.173470
16	0.273745	45	5.219776	74	61.419050
17	0.297988	46	5.839797	75	66.173210
18	0.325582	47	6.550954	76	71.529390
19	0.358205	48	7.297556	77	77.616720
20	0.394187	49	8.109610	78	84.600670
21	0.436882	50	9.017382	79	92.721740
22	0.484623	51	10.042350	80	102.310700
23	0.537419	52	11.192230	81	113.894000
24	0.591923	53	12.465040	82	128.329600
25	0.648978	54	13.849380	83	147.208400
26	0.746390	55	15.333430	84	174.061200
27	0.830449	56	16.908810	85	219.916600]
28	0.933107	57	18.416310		
29	1.048526	58	20.015270		

POLICY PROTECTION RIDER (CONTINUED)

Schedule A Rates and Charges for the Policy Protection Account (Continued)

DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT CONTINUED)

[Accidental Death Benefit Rider Monthly Charge: \$[0.088] PER MONTH PER \$1,000 OF THE INITIAL FACE AMOUNT
 Children’s Life Insurance Rider Monthly Charge: \$[0.50] PER MONTH PER \$1,000 OF RIDER BENEFIT

The monthly charges for the Deduction Amount Waiver Rider and the Waiver of Specified Amount Disability Benefit Rider are determined by multiplying the rate shown by \$1.00 of rider benefit.

Deduction Amount Waiver Rider Monthly Rate:

ATTAINED AGE	WMD RATE	ATTAINED AGE	WMD RATE	ATTAINED AGE	WMD RATE
[35	0.092	45	0.092	55	0.218
36	0.092	46	0.092	56	0.230
37	0.092	47	0.092	57	0.230
38	0.092	48	0.103	58	0.230
39	0.092	49	0.115	59	0.230
40	0.092	50	0.126	60	0.230
41	0.092	51	0.138	61	0.230
42	0.092	52	0.149	62	0.230
43	0.092	53	0.172	63	0.230
44	0.092	54	0.195	64	0.230]

Waiver of Specified Amount Disability Benefit Rider Rate:

ATTAINED AGE	WSA RATE	ATTAINED AGE	WSA RATE	ATTAINED AGE	WSA RATE
[35	0.0033	45	0.0036	55	0.0056
36	0.0033	46	0.0038	56	0.0063
37	0.0033	47	0.0040	57	0.0069
38	0.0033	48	0.0043	58	0.0073
39	0.0034	49	0.0045	59	0.0077
40	0.0034	50	0.0048	60	0.0058
41	0.0035	51	0.0050	61	0.0053
42	0.0035	52	0.0053	62	0.0043
43	0.0036	53	0.0054	63	0.0046
44	0.0036	54	0.0056	64	0.0048]

[LifeAccess Accelerated Benefit Rider

The charge for the LifeAccess Accelerated Benefit Rider for any Monthly Activity Date is equal to the product of the factors A, B, C and D where A is the Cost of Insurance Rate per \$1,000 for Schedule A; B is the LifeAccess Accelerated Benefit Rider Factor, C is the benefit size discount factor which will never be less than 0.1 or greater than 1; and D is the LifeAccess Accelerated Benefit Rider amount at risk divided by \$1,000.

Maximum LifeAccess Accelerated Benefit Rider Factor 0.254504
 Maximum Cost of Insurance Rate: See Schedule A]]

POLICY PROTECTION RIDER (CONTINUED)

Schedule B Rates and Charges for the Policy Protection Account

INTEREST CREDITS APPLIED TO THE POLICY PROTECTION ACCOUNT

Schedule B Interest Credits are determined by multiplying the Policy Protection Account value by interest rate factors. "Tier 1 Credited Rates" apply to Policy Protection Account values up to the "Credited Rate Breakpoint" and "Tier 2 Credited Rates" apply to values above the breakpoint, if any. The Credited Rate Breakpoint is calculated by multiplying the ratio for the current Policy Year by the current Death Benefit.

CREDITED RATE BREAKPOINT RATIO

POLICY YEAR	RATE								
[1	.00682	18	.09091	35	.32754	52	.66552	69	.77149
2	.01022	19	.10080	36	.34520	53	.68351	70	.75954
3	.01202	20	.11126	37	.36318	54	.70082	71	.74581
4	.01426	21	.12229	38	.38144	55	.71753	72	.73002
5	.01698	22	.13393	39	.39998	56	.73312	73	.71187
6	.02020	23	.14612	40	.41879	57	.74775	74	.69100
7	.02381	24	.15888	41	.43807	58	.76134	75	.66701
8	.02803	25	.17209	42	.45793	59	.77380	76	.63944
9	.03251	26	.18572	43	.47839	60	.78502	77	.60773
10	.03727	27	.19980	44	.49906	61	.79480	78	.57129
11	.04234	28	.21431	45	.51991	62	.80220	79	.52940
12	.04776	29	.22924	46	.54091	63	.80682	80	.48123
13	.05369	30	.24461	47	.56203	64	.80817	81	.42587
14	.05945	31	.26040	48	.58325	65	.80563	82	.36222
15	.06574	32	.27660	49	.60453	66	.79879	83	.28905
16	.07266	33	.29324	50	.62581	67	.79092	84	.20493
17	.08155	34	.31022	51	.64693	68	.78188	85	.10824]

TIER 1 POLICY PROTECTION ACCOUNT CREDITED RATE (annual effective rate)

POLICY YEAR	RATE	POLICY YEAR	RATE	POLICY YEAR	RATE
[1	3.16%	5	5.25%	9	6.75%
2	5.25%	6	5.25%	10	7.20%
3	5.25%	7	6.75%	11	7.20%
4	5.25%	8	6.75%	12	7.20%
				13+	5.70%]

TIER 2 POLICY PROTECTION ACCOUNT CREDITED RATE (annual effective rate)

POLICY YEAR	RATE	POLICY YEAR	RATE	POLICY YEAR	RATE
[1	3.16%	8	5.82%	15	4.77%
2	4.32%	9	5.82%	16	4.77%
3	4.32%	10	6.27%	17	4.77%
4	4.32%	11	6.27%	18	4.77%
5	4.32%	12	6.27%	19	4.77%
6	4.32%	13	4.77%	20	4.77%
7	5.82%	14	4.77%	21+	5.70%]

POLICY PROTECTION RIDER (CONTINUED)

Schedule B Rates and Charges for the Policy Protection Account

DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT

Policy Protection Monthly Administrative Charge	<u>POLICY YEARS</u> [1-85 86+]	<u>CHARGE OR PERCENT OF ACCOUNT</u> [\$10.00 PER MONTH \$ 0.00 PER MONTH]
--------------------------------------------------------	---------------------------------------------	----------------------------------------------------------------------------------------

Policy Protection Per \$1,000 Charge Rate	Policy Year	Per Month Per \$1,000 of the Initial Face Amount	Policy Year	Per Month Per \$1,000 of the Initial Face Amount
	[1	0.1584	9	0.1799
	2	0.2772	10	0.1660
	3	0.2633	11	0.1521
	4	0.2494	12	0.1382
	5	0.2355	13	0.1243
	6	0.2216	14	0.1104
	7	0.2077	15	0.0965
	8	0.1938	16+	0.0000]

Policy Protection Cost of Insurance Rate - Monthly Per \$1,000

POLICY YEAR	RATE	POLICY YEAR	RATE	POLICY YEAR	RATE
[1	0.044177	30	0.360894	59	4.524168
2	0.043786	31	0.397544	60	4.822454
3	0.044365	32	0.434331	61	5.222543
4	0.043246	33	0.482042	62	5.641466
5	0.043541	34	0.530908	63	6.081259
6	0.045007	35	0.584355	64	6.541414
7	0.053696	36	0.642384	65	7.021927
8	0.068856	37	0.704993	66	7.021927
9	0.084202	38	0.772183	67	7.021927
10	0.108498	39	0.845482	68	7.021927
11	0.124496	40	0.906305	69	7.021927
12	0.133118	41	0.962394	70	7.021927
13	0.138357	42	1.021332	71	7.021927
14	0.142012	43	1.117665	72	7.021927
15	0.148761	44	1.222289	73	7.021927
16	0.153423	45	1.335434	74	7.021927
17	0.156269	46	1.456850	75	7.021927
18	0.157704	47	1.585612	76	7.021927
19	0.158814	48	1.726214	77	7.021927
20	0.161257	49	1.877936	78	7.021927
21	0.162937	50	2.032989	79	7.021927
22	0.171565	51	2.457547	80	7.021927
23	0.179684	52	2.674389	81	7.021927
24	0.198518	53	2.907013	82	7.021927
25	0.219897	54	3.126704	83	7.021927
26	0.242803	55	3.412469	84	7.021927
27	0.269271	56	3.678178	85	7.021927]
28	0.297268	57	3.952030		
29	0.327299	58	4.234027		

POLICY PROTECTION RIDER (CONTINUED)

Schedule B Rates and Charges for the Policy Protection Account (Continued)

DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT (CONTINUED)

[Accidental Death Benefit Rider Monthly Charge: \$[0.088] PER MONTH PER \$1,000 OF THE INITIAL FACE AMOUNT
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[LifeAccess Accelerated Benefit Rider

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Maximum LifeAccess Accelerated Benefit Rider Factor 0.254504
 Maximum Cost of Insurance Rate: See Schedule B]]