

SERFF Tracking Number: HARL-127064820 State: Arkansas  
Filing Company: Hartford Life Insurance Company State Tracking Number: 48207  
Company Tracking Number: IPD HL-21326  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
Product Name: Group Annuity Contract/Application  
Project Name/Number: Standalone Lifetime Income Contract/HL-21326

## Filing at a Glance

Company: Hartford Life Insurance Company

Product Name: Group Annuity

SERFF Tr Num: HARL-127064820 State: Arkansas

Contract/Application

TOI: A02G Group Annuities - Deferred Non-variable

SERFF Status: Closed-Approved- State Tr Num: 48207  
Closed

Sub-TOI: A02G.003 Single Premium

Co Tr Num: IPD HL-21326

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Anthony DePaolis, LindsayDisposition Date: 03/14/2011

Cooper, Ginger Morgan, Joyce

Schiaffo, Tiffany Heist

Date Submitted: 03/09/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Standalone Lifetime Income Contract

Status of Filing in Domicile: Pending

Project Number: HL-21326

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer

Overall Rate Impact:

Filing Status Changed: 03/14/2011

State Status Changed: 03/14/2011

Deemer Date:

Created By: Ginger Morgan

Submitted By: Ginger Morgan

Corresponding Filing Tracking Number:

Filing Description:

RE: Hartford Life Insurance Company – NAIC 88072-091

Group Fixed Annuity Contract, HL-21326

Group Fixed Annuity Contract Application, HL-21321(AR)

The above referenced forms are enclosed for your review and approval. The forms are being filed for general use. The forms have been bracketed and the variable bracketed information is attached with this filing. We are also providing an

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actuarial memorandum for the Group Fixed Annuity Contract.

#### HL-21326

Group Fixed Annuity Contract Form HL-21326 is a group annuity contract that provides a vehicle for an employer sponsored defined contribution plan to purchase fixed annuities for Plan participants using funds held on behalf of such participant in the Plan. These fixed annuities are purchased when the funds are still held under the Plan (referred to as "Income Shares.") (The Income Share approach is similar to that provided in Contract Form HL-19933 which your department approved on 08/02/2006 and also the Income Share provisions contained with the combination Income Share and Distribution Annuity Contract Form HL-21163 which your department approved on 08/30/2010.) Contract Form HL-21326 replaces Contract Form HL-19933. (It does not replace Contract Form HL-21163.) The primary marketplace for this product is employer sponsored defined contribution plans which are qualified under section 401 of the Internal Revenue Code of 1986, as amended (the "Code"). However, we anticipate that this Contract Form also will be used in conjunction with employer sponsored deferred compensation plans subject to Code section 457.

#### HL-21321(AR)

The Group Fixed Annuity Application: we currently anticipate that this form will be used exclusively with the above referenced Group Fixed Annuity Contract and with Contract Form HL-21163 approved by your Department on 08/24/2010. Group Fixed Annuity Application HL-21321(AR) replaces Group Fixed Annuity Application HL-21165(AR) that your Department approved on 08/24/2010.

In addition to the above forms that we are submitting to you for your review and approval, we also wish to extend the use of the following previously filed and approved forms for use with Contract Form HL-21326:

#### FORM # DESCRIPTION APPROVAL DATE

HL-19913 Active life certificate 08-08-06

HL-19934 Active life certificate 08-08-06

HL-19790 In-pay certificate 11-07-05

HL-21164 Deferred certificate 08-24-10

If you have any questions/comments, please do not hesitate to contact me or Joyce Schiaffo (860) 843-7708, if we may be of any assistance. Thank you for your attention to this matter and we look forward to a favorable response.

Sincerely,

Anthony DePaolis  
Sr. Contract Consultant  
Annuity Compliance

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 860.843.4003  
 anthony.depaolis1@hartfordlife.com

## Company and Contact

### Filing Contact Information

Anthony DePaolis, Compliance/Contract Consultant  
 200 Hopmeadow Street  
 Simsbury, CT 06089  
 Anthony.DePaolis1@hartfordlife.com  
 860-843-4003 [Phone]  
 860-843-8014 [FAX]

### Filing Company Information

Hartford Life Insurance Company  
 200 Hopmeadow Street  
 Simsbury, CT 06089  
 (860) 547-5000 ext. [Phone]

CoCode: 88072  
 Group Code: 91  
 Group Name:  
 FEIN Number: 06-0974148

State of Domicile: Connecticut  
 Company Type: Life  
 State ID Number:

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? No  
 Fee Explanation: 2 forms @ \$50.00 per form = \$100.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life Insurance Company	\$100.00	03/09/2011	45422370

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/14/2011	03/14/2011

*SERFF Tracking Number:*      *HARL-127064820*                      *State:*                      *Arkansas*  
*Filing Company:*              *Hartford Life Insurance Company*              *State Tracking Number:*      *48207*  
*Company Tracking Number:*      *IPD HL-21326*  
*TOI:*                      *A02G Group Annuities - Deferred Non-variable*      *Sub-TOI:*                      *A02G.003 Single Premium*  
*Product Name:*              *Group Annuity Contract/Application*  
*Project Name/Number:*      *Standalone Lifetime Income Contract/HL-21326*

## **Disposition**

Disposition Date: 03/14/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	No	No
<b>Supporting Document</b>	Application	No	No
<b>Supporting Document</b>	Life & Annuity - Actuarial Memo	No	No
<b>Supporting Document</b>	Variable Material	Yes	Yes
<b>Form</b>	Group Fixed Annuity Contract	Yes	Yes
<b>Form</b>	Group Fixed Annuity Application	Yes	Yes

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## Form Schedule

### Lead Form Number: HL-21326

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	HL-21326	Policy/Cont Group Fixed Annuity Contract/Fraternal Certificate	Initial		0.000	Income Share only HL21326.pdf
	HL-21321(AR)	Application/Group Fixed Annuity Enrollment Form	Initial		0.000	HL-21321(AR) App.pdf



## Group Annuity Contract

### Providing for the Purchase and Distribution of Income Share Annuities

This Contract is made by **HARTFORD LIFE INSURANCE COMPANY**, a stock insurance company, (the "Hartford Life") and **[XYZ Bank and Trust as Trustee of ABC Company's Investment and Savings Plan<sup>Var 1</sup>]** (the "Holder" of this Contract). As of [February 1, 2011<sup>Var 1</sup>] (the "Effective Date"), Hartford Life has assigned this Contract the number **[LIS000999<sup>Var 1</sup>]**. The terms "we", "us" and "our", when used in this Contract, refer to Hartford Life.

**The Holder of this Contract may authorize the purchase of income Annuities as Plan Participants contribute or transfer amounts to the Plan's Hartford Lifetime Income Share option.**

This Contract is issued in consideration of the application of the Holder. The application and this Contract constitute the entire contract. This Contract is subject to the laws of [Connecticut<sup>Var 2</sup>].

In Witness Whereof, HARTFORD LIFE INSURANCE COMPANY located at [200 Hopmeadow Street, Simsbury, Connecticut, 06089<sup>Var 3</sup>] has, by its President and Secretary, executed this Contract as of March 16, 2011<sup>Var 1</sup>] (the "Issue Date") and caused the same to be in full force as of its Effective Date.

### HARTFORD LIFE INSURANCE COMPANY

By: [

**David N. Levenson, President**  
<sup>Var 4</sup>]

**Terence Shields, Corporate Secretary**

*Group Contract  
Fixed Annuities  
Non-Participating*

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ATTACHED TO THE CONTRACT:	

COPY OF APPLICATION

## SECTION 1 - Definitions

"*Annuitant*" is an individual with respect to whom an Annuity is purchased under this Contract.

"*Annuity*" is a series of income payments starting on the Beginning Date and any ancillary benefits. Subject to the terms and limitations of this Contract, the requirements of the Code and, prior to the distribution of the Annuity, the terms and limitations of the Plan, all rights in such an Annuity vest in the Annuitant. No Annuity may be cancelled or revoked by us, except as explicitly provided herein.

"*Annuity Certificate*" is the certificate we issue, for distribution to an Annuitant, describing the specific terms of the Annuity that will be paid. Annuity Certificates are issued at such times as are described herein or as agreed to with the Holder. If the Annuity Certificate that is issued provides for payments to start at a later date, a revised Annuity Certificate will be issued as of the actual Beginning Date to describe the terms of the Annuity payment form.

"*Beginning Date*," with respect to each Annuity, is the date the first payment is due under an Annuity.

"*Beneficiary*" is the person or persons or other entity named to receive death benefits that may become payable under the terms of the Annuity or the Plan. The "*Beneficiary*", prior to the distribution by the Plan of an Annuity Certificate, is the person determined to be the beneficiary of a Participant under the Plan. Provisions for Beneficiary designation after distribution of an Annuity Certificate are described in Section 6.2.

"*Cash-Out Value*" is the amount payable to or for the benefit of an Annuitant upon the cancellation or surrender of Income Shares. The Cash-Out Value is determined as described in Section 3.[4<sup>Var 6</sup>].

"*Code*" is the Internal Revenue Code of [1986, as amended<sup>Var 7</sup>].

[ "*Coverage Certificate*" is the certificate or certification we provide or authorize attesting that a Participant has elected to purchase Income Shares under this Contract.<sup>Var 8</sup> ]

[ "*Domestic Relations Order*" is an order or similar agreement that would satisfy the requirements of Code §414(p)(1), (2) and (3), and that, by its terms, applies to an Annuity under this Contract.<sup>Var 9</sup> ]

[ "*ERISA*" is the Employee Retirement Income Security Act of 1974, as amended.<sup>Var 10</sup> ]

"*Employer*" is [any corporation or other entity that sponsors the Plan for the benefit of its employees and any affiliated entity with employees covered by the Plan or any successor or assigns of such Plan sponsor or affiliated entity<sup>Var 11</sup>].

[ "*Guaranteed Return*" is a minimum amount that will be paid under certain forms of Annuity payment.

Guaranteed Return, if applicable, for an Annuity payment form related to a Participant is the Cash-Out Value the Participant could have elected as of the Beginning Date in lieu of income payments.

Guaranteed Return, if applicable, for an Annuity payable to a Beneficiary upon the death of the Participant prior to the commencement of annuity payments is the Cash-Out Value the Beneficiary could have received as a standard lump sum death benefit in lieu of the alternate Annuity death benefit described in Section 3.2.

<sup>Var 12</sup> ]

*"Holder"* is the holder of this Contract, named on the face page.

*"Income Share"* is a fixed dollar amount of Annuity income purchased under this Contract on the life of an Annuitant starting at a specified age, and with the ancillary benefits, terms and conditions specified in this Contract. Income Shares are purchased as Participants contribute or transfer amounts to the Plan's Income Share option. A Participant's total Income Shares is the sum of the Income Shares that have been purchased for the Participant to the extent not cancelled or surrendered in accordance with the terms of this Contract.

*"Joint Annuitant"* is the person named in an Annuity Certificate, with respect to whom life contingent benefits may be payable under the terms of the Annuity upon the death of the Annuitant. [Unless we otherwise agree, a Joint Annuitant must be the Spouse of an Employee Participant. <sup>Var 13</sup>]

*"Participant"* is [any employee or former employee of an Employer, or other person deriving their rights from such employee, who has an account balance under a Plan or holds an Annuity Certificate under the Contract. An *"Employee Participant"* describes a Participant who contributed to the Plan as an employee. <sup>Var 14</sup>]

*"Plan"* is [ABC Company Investment and Savings Plan <sup>Var 1</sup>], which is [a plan qualified under Code §401(a). <sup>Var 15</sup>] We are not a party to the Plan and make no determination as to a Participant's eligibility for the purchase of Income Shares under this Contract.

*"Purchase Date"* is the day we or our agent receives the premium to purchase Income Shares.

[*"Spouse"* is the person married to an Employee Participant, as determined by the Plan and applicable law, on the earlier of the actual Beginning Date or the date the Annuitant dies; but, if the Plan so provides, only if they have been married for at least the twelve months prior to the applicable date. "Spouse" may include an Employee Participant's former spouse, if an applicable Domestic Relations Order so specifies. Notwithstanding the forgoing, to the extent that a benefit is available to a Spouse or a contractual provision is limited to a spouse as required by, or pursuant to, a federal law, a spouse under applicable law will not be treated as a "Spouse" under this Contract if such marriage is not recognized under federal law, either under the Code or Section 3 of the federal Defense of Marriage Act. <sup>Var 16</sup>]

## **SECTION 2 – Annuity Purchases**

### **2.1. Annuity Purchase Rules.**

**2.1.1 Purchase Rules.** Prior to discontinuance of this Contract and subject to Section 2.1.7, [a Participant may direct the Holder to purchase <sup>Var 17</sup>] Income Shares by directing that amounts held for his or her benefit under a Plan be allocated to the Hartford Lifetime Income option under the

Plan and applied to purchase Income Shares under this Contract. Unless otherwise agreed with the Holder, all Income Shares are purchased in the form described in Section 2.3.1 below.

**2.1.2 [Age Limitation on Purchase of Income Shares.** We are not obligated to permit the purchase of Income Shares for a Participant after the January 1st of the calendar year in which the Participant will attain age 70. We may require that payments under each Annuity start as of a date that is specified by us that is on or after the January 1st of the calendar year in which the Participant will attain age 70. Notwithstanding the foregoing, we may permit an Annuity start to be delayed beyond the date specified above; provided that such delay is consistent with the then applicable requirements of Code section 401(a)(9) and the regulations thereunder.<sup>Var 18]</sup>

**2.1.3 Source of Premium.** The total premium applied to purchase Income Shares under this Contract must be paid in cash from amounts held for a Participant under the Plan.

**2.1.4 Minimums and Maximums.** We may establish reasonable rules as to the minimum Income Shares which may be purchased; provided however such rules will be administered in a manner that is consistent with the Plan and any legal requirements applicable to the Plan. [The amount of premium which may be applied to purchase Income Shares for a Participant is not fixed, provided that our approval may be required before any premium in excess of \$1,000,000 is submitted.<sup>Var 19]</sup>

**2.1.5 Purchase Information.** The Holder, or other Plan agent, will provide us with the information we customarily require to administer an Annuity. Such information must be in a form acceptable to us.

**2.1.6 Transfer of Premium.** For each Income Share purchased, the Holder, or another Plan agent or representative, will transfer the premium due directly to us. Each Income Share is purchased on the day we or our agent receive the applicable premium in good order, based on the purchase rate then in effect. No person acquires any rights to an Annuity until we receive the premium for the Income Shares.

**2.1.7 Purchase Timing Limitations.** If the purchase direction in 2.1.1 is a transfer from another available investment facility under the Plan, such purchase will not be made if, within the previous [90<sup>Var 20]</sup> days, the Participant had requested a surrender of all or any specified portion of the Income Shares previously purchased on his life under the Contract.

## **2.2. Annuity Purchase Rates.**

**2.2.1 Current Rates Used.** The number of Income Shares purchased is determined by applying our purchase rates, in effect for purchasing Income Shares under this class of contract on the Purchase Date, as premium for the Income Shares. Such rate shall be subject to the minimum purchase rate basis described in Section 2.2.2. If, when Income Shares are purchased, our current purchase rate basis for purchasing Income Shares under this class of contracts would allow for purchase of a larger number of Income Shares than the minimum purchase rate basis, such current basis is used as the current purchase rate.

**[2.2.2 Minimum Purchase Rate Basis.** The minimum purchase rate basis in effect for purchases under this Contract on the Effective Date uses a Unisex version of the Annuity 2000 Table, with projection factors, and an assumed interest rate not less than the minimum non-

forfeiture rate specified in the NAIC Model Non-forfeiture Law for Individual Deferred Annuities.<sup>Var 21</sup> ]

### **2.3 Purchased Annuity Form and Assumed Beginning Date.**

**2.3.1 Purchased Form.** Unless we otherwise agree, all Income Shares purchased under this Contract provide [\$10 of monthly Life Annuity with Guaranteed Return per Income Share, all as described herein. This form provides for non-increasing payments to the Annuitant starting on his Beginning Date and continuing through his lifetime. If the total Annuity payments made to the Annuitant is less than the Guaranteed Return, the difference is paid to the Beneficiary in a lump sum<sup>Var 22</sup>]. Options available for conversion to another form at the actual Beginning Date are described in Section 4.1.4.

**2.3.2 Assumed Beginning Date.** Unless we otherwise agree, the purchase assumes a Beginning Date which is [the first day of the month on or after the Annuitant's 65<sup>th</sup> birthday<sup>Var 23</sup>]. Options available for election of an actual Beginning Date are described in Section 4.1.2.

## **SECTION 3 – Contract Operation Before Beginning Date**

### **3.1 Death Benefits Before Beginning Date.**

**3.1.1 Amount of Death Benefit.** Prior to the Beginning Date, the standard death benefit under this Contract is a lump sum equal to the Cash-Out Value, [unless the alternate Annuity death benefit, described in Section 3.2 below, is elected within 90 days of the death of the Participant, or such later date as may be permitted at our discretion<sup>Var 24</sup>]. After the Beginning Date, the death benefit, if any, is determined under the Annuity form selected at the actual Beginning Date.

**3.1.2 Payment of Lump Sum Death Benefits.** Prior to the distribution of an Annuity Certificate from the Plan, any lump sum death benefit payable under this Contract is distributed in accordance with the direction of the Plan or its agent. Our obligation under this Contract for such Income Shares is fully discharged by such lump sum payment.

**[3.1.3 Effect of Domestic Relations Order.** The alternate Annuity death benefit described in Section 3.2 is available upon the death of a Participant who is an alternate payee who has Income Shares that were converted from the life of an Employee Participant to his or her life pursuant to a Domestic Relations Order.<sup>Var 9</sup>]

### **[[3.2 Alternative Annuity Death Benefit.**

**3.2.1 Form of Alternative Benefit.** The alternative Annuity death benefit is determined by converting the Income Shares on the life of the deceased Participant into Income Shares on the life [of the Beneficiary<sup>Var 25A</sup>]. Such Income Shares are subject to all of the terms of this contract except:

(a) **Beginning Date.** The Beginning Date must be the date [selected by the Beneficiary or representative of the Beneficiary in accordance with the following terms:

(i) **Non-Spouse Beneficiary.** If the Beneficiary is not the Employee Participant's Spouse, Annuity payments must begin immediately and in no event later than December 1 of the year following the death of the Employee Participant.

(ii) **Spouse Beneficiary.** If the Beneficiary is the Employee Participant's Spouse, the Beneficiary may elect a current Beginning Date or may defer the Beginning Date to any date prior to the latter of the Employee Participant's 70th birthday or December 1 of the year following the Employee Participant's death. <sup>Var 25B]</sup>

- (b) **No Surrender.** Section 3.[4 <sup>Var 6]</sup> does not apply to the alternative Annuity death benefit. The alternative Annuity death benefit has no surrender value and is irrevocable, except as specifically provided in Section 3.2.2. <sup>Var 25C]</sup>
- (c) **Available Payment Form.** The Income Shares shall be payable [to the Beneficiary <sup>Var 25A]</sup> in the form of a [Life Annuity with Guaranteed Return <sup>Var 25D]</sup> or such other forms based on the Beneficiary's life as we agree to make available. Payment in the Joint and Survivor annuity form is not permitted.

**3.2.2 Election of Alternative Benefit.** [An Employee Participant may elect that any death benefit be paid in the alternative form to any natural person Beneficiary, provided that any such election may be revoked by the Employee Participant or, after the death of the Employee Participant, by the Beneficiary; provided that we receive such revocation in writing within 90 days of the death of the Employee Participant. Additionally, a Beneficiary or authorized representative of a Beneficiary may elect the alternative Annuity death benefit by providing us with a written irrevocable election within 90 days of the death of the Employee Participant or such later date as permitted by our administrative practices. <sup>Var 25E]</sup> Promptly after our receipt of an election form in good order, we will distribute an Annuity Certificate [to the Beneficiary <sup>Var 25A]</sup>, reflecting the terms of the alternate Annuity death benefit.

**3.2.3 Limits on Availability.** The alternative Annuity death benefit is not available:

- (a) [If the lump sum Cash-Out Value that would otherwise be paid as a standard death benefit is \$5,000 or less;
- (b) After the actual Beginning Date for any Income Shares; or
- (c) To a Beneficiary that is not a natural person. <sup>Var 25F]</sup>

**3.2.4 Full Discharge.** If no election is received by us, in good order [within the 90 day period <sup>Var 27E]</sup> specified in Section 3.2.2, we may pay the lump sum death benefit described in Section 3.1.1. Such payment shall fully discharge our liability with respect to such Income Shares. <sup>Var 25]</sup>

### **[3.3 Spouse's Minimum Annuity.**

**3.3.1 Minimum Annuity Amount.** When an Annuity Certificate is distributed to an Employee Participant prior to such Participant's election of a Beginning Date, the Annuity Certificate shall include the Spouse's minimum Annuity benefit described below. If an Employee Participant dies before the Beginning Date, a Life Annuity will be paid to a Spouse who is also the Beneficiary, in lieu of any other death benefit. The amount of this Spouse's minimum Annuity is the greater of the Annuity that could be purchased with the lump sum death benefit otherwise payable to such Spouse under Section 3.1, or 50% of the amount that would have been paid to the Employee Participant had a Joint Annuity with 50% continuation been elected with Annuity payments beginning on the day prior to such Participant's death.

**3.3.2 Spouse's Beginning Date.** A Spouse's minimum Annuity starts as of the first of the month after the Participant's death. A Spouse may elect to delay the Beginning Date to any date prior to the latest Beginning Date permitted under Section 2.1.2. If such an election is made, the Annuity payments are actuarially increased as described in the Annuity Certificate or as we otherwise determine, consistent with our standard practices. <sup>Var 26]</sup>

### **3.[4<sup>Var 6]</sup> Surrenders**

**3.[4<sup>Var 6]</sup>.1 Right to Surrender.** [Prior to the distribution of an Annuity Certificate, a Participant may elect to surrender all or any specified portion of the Income Shares previously purchased on his life under this Contract and transfer such amount to any other available investment facility under the Plan. If the Income Shares remaining after a partial surrender is less than a minimum amount we may establish from time to time, we may require the total surrender of the remaining Income Shares. Such surrenders will be administered in a manner that is consistent with the Plan and any legal requirements applicable to the Plan. We may require a written direction from an Annuitant prior to honoring any such surrender request. <sup>Var 27]</sup>

**3.[4<sup>Var 6]</sup>.2 Surrender by Holder.** The Holder may request a surrender with respect to Income Shares purchased for Employee Participants who terminate employment prior to full vesting or who are not fully vested as of the effective date of a Contract Discontinuance, but only with respect to Income Shares that the Plan determines are not vested. Otherwise, the Holder may request a surrender, without explicit Participant authorization, only to pay a proportionate amount of any Plan expenses paid from Participants' Plan account balances; to make mandatory distributions permitted by Code §411(a)(11); or to make such other distributions that are required or necessary to satisfy Code requirements applicable to the Plan.

**[[3. [4<sup>Var 6]</sup>.3 Surrender of Annuity Certificate.** An Annuitant who has received the distribution of an Annuity Certificate from the Plan may elect to receive the Cash-Out Value of such Income Shares at any point up to the later of 30 days following the distribution of the Annuity Certificate and the Annuitant's actual Beginning Date. <sup>Var 28]]</sup>

**3.[4<sup>Var 6]</sup>. [4<sup>Var 6]</sup> Computation of Cash-Out Value.** The Cash-Out Value paid equals [[the lesser of (a) and (b):

((a) [the premium <sup>Var 29A]</sup> we would currently charge to provide an Annuity equal to the Annuity amount being surrendered, using the [then attained age <sup>Var 29B]</sup> of the Annuitant; provided,

(i) If we are not currently offering Income Shares under this Contract or other contracts in the same class, this item (a) is [a calculated premium <sup>Var 29A]</sup> that would provide an Annuity equal to the Annuity amount being surrendered, using the then attained age of the Annuitant and based on a Unisex version of the Annuity 2000 Table, with projection factors, and an assumed interest rate not less than the minimum non-forfeiture rate specified in the NAIC Model Non-forfeiture Law for Individual Deferred Annuities.

(ii) If determining the amount of the standard death benefit under Section 3.1.1, the calculation of this item (a) will be made using the age the Annuitant would have attained as of the date the lump sum is to be paid to the Beneficiary.

(b) the premiums paid for a Participant's Income Shares, with [3 <sup>Var 29C]</sup>% interest compounded daily; provided, if a surrender of all or any portion of the Income Shares has been previously

made, this item (b) is reduced by the Cash-Out Value paid as of the payment date of such surrendered Income Shares. <sup>Var 29</sup>]]

**3[4<sup>Var 6</sup>][.5<sup>Var 6</sup> Deferral of Cash-Out.** We may defer the payment of the Cash-Out Value for a period [not to exceed 90 days <sup>Var 30</sup>]; provided such deferral is applied on a consistent basis when there are similar circumstances under this Contract and under other contracts of this class.

### **3.[5<sup>Var 6</sup>] [Coverage Certificates and <sup>Var 31</sup>] Annuity Certificates.**

**[[3.[5<sup>Var 6</sup>].1 Coverage Certificate.** We may issue or authorize the issuance of a Coverage Certificate to each Participant for whom an Income Shares account is maintained, reflecting the Income Shares purchased for such Participant. <sup>Var 31</sup>]]

**3.[5<sup>Var 6</sup>].[2<sup>Var 6</sup>] Annuity Certificate.** Annuity Certificates are normally issued when a Participant receives an in-kind distribution of his Income Shares, with a replacement Annuity Certificate being issued as of an Annuitant's Beginning Date. The Certificate shall reflect all applicable provisions of the Plan regarding payment of such Income Shares, to the extent such provisions are required by the Code.

**3.[5<sup>Var 6</sup>].[3<sup>Var 6</sup>] Small Amounts.** If, when an Annuity Certificate would otherwise be distributed, and/or at the time the Contract is discontinued pursuant to Section 5.3 hereof, the total monthly income derived from the Income Shares purchased or the Cash-Out Value for the Participant is [less than a minimum amount as we may determine on a nondiscriminatory basis, <sup>Var 32</sup>] then we may cancel such Annuity and pay the Annuitant the Cash-Out Value as determined under Section 3.[4<sup>Var 6</sup>].[4<sup>Var 6</sup>].

**[[3.[5<sup>Var 6</sup>].[4<sup>Var 6</sup>] Exchanges.** An Annuity Certificate does not permit the purchase of additional Income Shares. An Annuitant to whom an Annuity Certificate has been issued may, prior to the actual Beginning Date, and with our consent, exchange his Annuity Certificate for an individual annuity contract we issue. Such contract shall reflect the Income Shares purchased under this Contract including all provisions of the Annuity Certificate, and may permit additional Annuity purchases. <sup>Var 33</sup>]] [Any such exchange by a married Annuitant may only be made with the written consent of his Spouse. <sup>Var 34</sup>]

## **SECTION 4 – Annuity Payment Provisions**

### **4.1 Starting the Annuity Payments.**

**4.1.1 Administrative Practice.** Subject to the terms and limitations of this Contract and the requirements of the Code, [a Participant <sup>Var 35</sup>] may make any elections specified in this Section, in accordance with our then current administrative practices.

**4.1.2 Change to Beginning Date.** [The Annuitant may elect to begin receiving Annuity payments as of the first day of any month after the distribution by the Plan of an Annuity Certificate, provided that the election is made within 90 days prior to the Beginning Date <sup>Var 36</sup>]; and further provided that if the Annuity Certificate is issued prior to the occurrence of an event permitting a distribution from the Plan under Code § 401(k)(2)(B), income payments can not start until the occurrence of a distributable event described in Code § 401(k)(2)(B)(I), (II), (III), (IV), or (V), or as may otherwise be permitted under the Code or the regulations thereunder, by amendment or

otherwise<sup>Var 37</sup>]. [If no election is made, we may require that payments start as the first day of any month specified by us that is on or after the January 1<sup>st</sup> of the calendar year in which the Annuitant attains age 70. The Beginning Date may not be deferred to a date later than the date specified in Code §401(a)(9)(C)(i); except to the extent that we agree to allow deferral pursuant to Section 2.1.2 hereof, and such deferral is consistent with the then applicable requirements of the Code, including but not limited to Code section 401(a)(9) and the regulations thereunder.<sup>Var 38</sup>]

**4.1.3 Available Forms of Annuity Payment.** Income Shares are paid as a [**Life Annuity with Guaranteed Return** or as a **Joint and Survivor Annuity with Guaranteed Return**<sup>Var 39</sup>], as applicable, or, with our agreement, on another Annuity form. Annuity forms are described in Section 4.2. We reserve the right to limit the Joint Annuitant to the Spouse of the Employee Participant.

**4.1.4 Election of Annuity Form.** The form to be paid is, as elected by the Annuitant and starting on the Beginning Date elected, as follows:

[(a) ) For an Employee Participant who has a Spouse, in any form of a **Joint and Survivor Annuity with Guaranteed Return** with such Spouse as the Joint Annuitant, unless the Spouse has consented to payment to the Annuitant in another form;

(b) Otherwise, as a **Life Annuity with Guaranteed Return** or such other Annuity form as we may agree to offer;

(c) Notwithstanding anything to the contrary, if a Beneficiary elects the alternate Annuity death benefit described in Section 3.2, a Joint and Survivor annuity benefit form is not permitted.

<sup>Var 39</sup>]

**[4.1.5 Spousal Consent Requirements - Form of Annuity.** The consent of any Spouse required under Section 4.1.4 must be acknowledged by a notary public, in a form acceptable to us, within the 90 day period prior to the Beginning Date. We may accept the Annuitant's certification of his marital status during the 90 day period prior to the Beginning Date.<sup>Var 40</sup>]

**4.1.[6<sup>Var 6</sup>] Actuarial Adjustments.** We will adjust the Annuity payment amount from the purchased Annuity form to reflect the actual Beginning Date and form of Annuity chosen. The adjustment will be based on the actuarial adjustment factors [in effect under this class of contracts on the date an Annuitant irrevocably elects to receive Annuity payments. Such factors are determined using the same actuarial assumptions used in determining the then current purchase rates as determined under Section 2.2.1.<sup>Var 41</sup>]

**4.1.[7<sup>Var 6</sup>] No Revocation.** Except as provided in Section 3.[4<sup>Var 6</sup>].3 or Section 6.[8<sup>Var 6</sup>].1, elections with respect to Annuity payments may not be revoked after the Beginning Date. Neither the form of Annuity, nor a Joint Annuitant may be changed after the Beginning Date.

## 4.2 Available Annuity Payment Forms.

**4.2.1 Regularly Available Forms.** Subject to Section 4.3 and any other limitation on the forms of Annuity that a Participant may elect, the following forms Annuity may be paid under this Contract:

- (a) **Life Annuity** provides for non-increasing payments to the Annuitant starting on his Beginning Date and ending with the payment due immediately before the Annuitant's death. There is no death benefit.
- (b) **Fixed Period and Life Annuity** provides for non-increasing payments to the Annuitant commencing on his Beginning Date and continuing during his lifetime. If the Annuitant dies within the selected period (5, 10, 15 or 20 years), payments continue for the balance of the fixed period. Such continued payments are made to the Beneficiary. The fixed period may not extend beyond the life expectancy of the Annuitant.
- (c) **Joint and Survivor Annuity** provides for non-increasing payments to the Annuitant starting on his Beginning Date and continuing during his lifetime. After the Annuitant's death, the payments which would have become payable to the Annuitant had he survived are continued in the same amount (or 75%, 66-2/3% or 50% thereof, if so specified) to the designated Joint Annuitant for the lifetime of such Joint Annuitant. There is no death benefit payable after both the Annuitant and Joint Annuitant have died.
- (d) **Joint and Last Survivor Annuity** provides for non-increasing payments to the Annuitant starting on his Beginning Date and continuing during his lifetime. After the death of either the Annuitant or the designated Joint Annuitant, payments equal to 50%, 66 2/3%, 75%, or 100% (as elected) of the payment made to the Annuitant when both the Annuitant and Joint Annuitant were living will be continued to the survivor for the lifetime of such survivor. There is no death benefit payable after both the Annuitant and Joint Annuitant have died.
- (e) **Life Annuity with Guaranteed Return** provides for non-increasing payments to the Annuitant starting on his Beginning Date and continuing through his lifetime. If the total Annuity payments made to the Annuitant is less than the Guaranteed Return, the difference is paid to the Beneficiary in a lump sum within 30 days of our receipt of proof of death, in good order.
- (f) **Joint and Survivor Annuity with Guaranteed Return** provides for non-increasing payments to the Annuitant starting on his Beginning Date and continuing during his lifetime. After the Annuitant's death, the payments which would have become payable to the Annuitant had he survived are continued in the same amount (or 75%, 66 2/3% or 50% thereof, if so specified) to the designated Joint Annuitant for the lifetime of such Joint Annuitant. If the total Annuity payments, made to the Annuitant and Joint Annuitant is less than the Guaranteed Return, the difference is paid to the Beneficiary in a lump sum within 30 days of our receipt of proof of death, in good order.
- (g) **Joint and Last Survivor Annuity with Guaranteed Return** provides for non-increasing payments to the Annuitant starting on his Beginning Date and continuing during his lifetime. After the death of either the Annuitant or the designated Joint Annuitant, payments equal to

50%, 66 2/3%, 75%, or 100% (as elected) of the payment made to the Annuitant when both the Annuitant and Joint Annuitant were living will be continued to the survivor for the lifetime of such survivor. If the total Annuity payments, made to the Annuitant and Joint Annuitant is less than the Guaranteed Return, the difference is paid to the Beneficiary in a lump sum within 30 days of our receipt of proof of death, in good order.

- (h) Combined Forms. A Joint and Survivor Annuity may include a fixed period feature. The fixed period may not extend beyond the joint life expectancy of the Annuitant and the Joint Annuitant. <sup>Var 42]</sup>
- (i) Constant Percentage Increases. Any of the above Annuity forms may include a feature whereby the periodic Annuity payments are increased, annually starting the one year anniversary of the Beginning Date, by a pre-selected fixed percentage of 1%, 2%, 3%, 4% or 5%, compounded annually. This form is available only if the total future expected payments, determined under Treasury Regulation §1.401(a)(9)-6, exceeds the premium used to purchase the Annuity. <sup>Var 43]</sup>

**4.2.2 Other Available Forms.** Subject to Section 4.3, other forms of Annuity we regularly offer may be paid under this Contract.

**4.3 General Limits on Annuity Forms Paid.**

**4.3.1 Annuity Limits for Joint Annuity Forms.** [If, for any reason, the Joint Annuitant is someone other than a Spouse, the maximum available continuation percentages are limited as follows:

<u>Years Annuitant is Older than Joint Annuitant Determined by the Difference in Their Birth Year</u>	<u>Available Percentages</u>
10 or fewer years	50%, 66 2/3%, 75% and 100%
More than 10 years, but less than 20 years	50%, 66 2/3% and 75%
More than 19 years, but less than 25 years	50% and 66 2/3%
25 years or more	50%

<sup>Var 44]</sup>

**[4.3.2.** If the Annuitant’s age on his or her birthday in the year that includes the Beginning Date equals or exceeds the age specified below, only the following fixed periods are available:

<u>Age of Annuitant</u>	<u>Fixed Periods Available</u>
Less than 79	5, 10, 15 or 20 years
79 or older but less than 85	5, 10 or 15 years
85 or older but less than 93	5 or 10 years
93 or older, but less than 104	5 years
104 or over	None

We may permit additional fixed periods; provided that the fixed period may not exceed the applicable life expectancy. <sup>Var 45]</sup>

**[4.3.[3<sup>Var 6</sup>] Guaranteed Return or Fixed Period.** When an Annuity is paid for a Participant who is not an Employee Participant or the Spouse of an Employee Participant, the period over which any Guaranteed Return or Fixed Period may be paid may not exceed the Annuitant's "expected return multiples" in Table V of Treasury Regulation §1.72-9, as amended.<sup>Var 46]</sup>

**4.3.[4<sup>Var 6</sup>] Treasury Regulations.** If any form of Annuity otherwise permitted under this Contract would be inconsistent with the rule[contained in Treasury Regulations §1.401(a)(9)-1 through §1.401(a)(9)-8 and §1.408-8, or other Internal Revenue Service Regulations or rulings, then such form of Annuity<sup>Var 47]</sup> shall not be paid under this Contract.

#### **4.4 Annuity Payment Frequency and Duration.**

**4.4.1 Payments to Annuitant.** An Annuity is paid to the Annuitant on the Beginning Date and monthly thereafter, unless another frequency is agreed to, ending with the payment due immediately before the Annuitant's death or, if earlier, the end of the term of Annuity.

**4.4.2 Payments to Joint Annuitant.** Annuity payments with respect to a Joint Annuitant start on the first due date following the Annuitant's death and end with the payment due immediately before the Joint Annuitant's death.

**4.4.3 Proof of Survival.** We may require proof that the recipient of an Annuity is living on each date an Annuity payment is due. If a requested proof is not furnished, no Annuity payments are payable until such proof is received.

**4.4.4 Minimum Payments.** If the monthly payment amount is less than [a minimum amount we establish<sup>Var 48</sup>], we may require that such payments be aggregated into a quarterly, semi-annual or annual payment, payable in advance.

### **SECTION 5 – Control Provisions**

#### **5.1 Holder's Authority.**

**5.1.1** The Holder has the power to authorize, for the benefit of Participants, the purchase of Income Shares under this Contract; [the distribution of Coverage and Annuity Certificates;<sup>Var 49</sup>] and to exercise those other rights, privileges and options explicitly granted to it by this Contract.

**5.1.2** No Plan amendment, nor any interpretation of the Plan's provisions, may materially affect our obligations with respect to any Income Shares already purchased, except to the extent we consent. Subject to the preceding sentence, we may rely on the Holder's interpretation or administration of any Plan provision.

#### **5.2 Contract Amendments.**

**5.2.1** Subject to the provisions below, we and the Holder, by mutual written agreement, may amend any provision of this Contract with respect to future Income Share purchases. We may also amend [any provision of this Contract upon advance notice of not less than 60 days to the Holder, provided that any such amendment shall only have prospective application.<sup>Var 50</sup>] Notwithstanding anything to the contrary contained herein, no amendment or modification may

be made to previously purchased Income Shares without the prior written consent of the Annuitant (or Beneficiary, if applicable.)

**5.2.2** We guarantee that the minimum purchase rate basis described in Section 2.2.2 will remain in effect [until at least the first anniversary of the Effective Date and further guarantee that no change to the applicable minimum guaranteed purchase rate basis will subsequently occur more than once during any twelve-month period. In accordance with our regular practice, we will provide the Holder 60 days notice of any change in such guaranteed basis then in effect for Income Share Annuities under contracts of this class. <sup>Var 50</sup>]

**5.2.3** No amendment to this Contract may reduce the amount, change the term or delay the due date of any Annuity purchased before the effective date of the amendment unless such amendment is reasonably required to comply with applicable laws, rulings or regulations. No such amendment is valid if it is not consistent with [ERISA or Code requirements, including any regulations or rulings thereunder <sup>Var 51</sup>].

**5.2.4** The consent of an Annuitant, Joint Annuitant, Beneficiary or other person entitled to payments under an Annuity is not required for any amendment to this Contract. Notwithstanding anything to the contrary contained herein, no amendment or modification may be made to previously purchased Income Shares without the prior written consent of the Annuitant (or Beneficiary, if applicable.)

### **5.3 Contract Discontinuance.**

**5.3.1** We or the Holder, on [60 days notice <sup>Var 50</sup>], may discontinue this Contract. Discontinuance is effective on the date specified in the notice or, if later, [60 days <sup>Var 50</sup>] after receipt of the notice.

**5.3.2** No Income Shares Annuities, may be purchased after a discontinuance.

**5.3.3** Subject to Sections 3.[4 <sup>Var 6</sup>].2 and 3.5 <sup>Var 6</sup>.3, any Income Shares purchased prior to a discontinuance continue in force and are not affected by the discontinuance.

**5.3.4** Upon discontinuance, we will issue to the Plan, for distribution in accordance with its terms, an Annuity Certificate for any Annuitant for whom an Annuity Certificate has not previously been issued.

**5.3.5** This Contract terminates only when all Annuities for which there is a remaining payment obligation have been fully paid.

### **5.4 Certificates.**

**5.4.1** We and an Annuitant may agree to a modification to his or her Annuity Certificate, provided such modification is consistent with this Contract and with the applicable Code regulatory requirements. [If required under applicable Code, regulations or a Domestic Relations Order, the Annuitant's Spouse may be required to consent to such modifications. <sup>Var 52</sup>]

**5.4.2** If there is a conflict between this Contract and any Annuity Certificate, the provisions of the Annuity Certificate are controlling. [If there is a conflict between this Contract and any Coverage Certificate, this Contract controls. <sup>Var 53</sup>]

## **SECTION 6 – Provisions Pertaining to General Matters**

### **6.1 Notices-Error.**

**6.1.1** All notices, information, consents, or proofs we require must be in writing. We are not affected by any such notice, information, consent, or proof, and are not liable for the fulfillment of any obligations dependent upon the matters contained in any such notice, information, consent, or proof, until we receive it at our home office in a form and substance we reasonably deem satisfactory. As of the Effective Date the address for all notices is:

Hartford Life Insurance Company  
[Retirement Division  
Assistant Vice President, Retirement Income Solutions  
200 Hopmeadow Street  
Simsbury, CT 06089 <sup>Var 54</sup>]

**6.1.2** The Holder, the Annuitant or any other person who has an interest in payments under an Annuity shall promptly furnish us with any information and proofs we may reasonably require as to any and all facts concerning any person affected by the provisions of an Annuity Certificate.

**6.1.3** In accordance with our then current administrative practices, we may rely on the Holder or, if appropriate, a Plan administrator or other Plan fiduciary or agent for information or certification as to any fact or that any election, waiver, or consent required is accurate and has been secured in proper form.

**6.1.4** If age or any other fact relating to an Annuitant or other payee was incorrectly stated, and we acquire proof of the incorrect statement, we may use the correct fact to determine the amount and terms of any payment payable by or to us and the amount of any adjustment in future payments to any payee because of previous underpayments or overpayment to that payee. Our obligation is limited to that determined based on the correct data.

**6.1.5** We may correct any error (whether by the Holder, by any Annuitant, or by us) in making payments or keeping any records regarding an Annuity. If such error caused an incorrect payment to be made to any payee, an equitable adjustment may be made.

### **6.2 Beneficiary.**

**6.2.1** After an Annuity Certificate has been issued, an Annuitant may name or change a Beneficiary designation by filing a designation with us. Such designation is effective on the date it is signed, even if the Annuitant is not living when we receive it, but without prejudice because of any payments we make before receipt of the notice. [An Employee Participant who has a Spouse may name a non-Spouse Beneficiary only with the notarized consent of such Spouse. <sup>Var 55</sup>]

**6.2.2** If, after distribution of an Annuity Certificate, no Beneficiary is named in our records or the designated Beneficiary has pre-deceased an Annuitant, any death benefit is paid [to the Annuitant's current husband or wife, if any. If there is no such husband or wife, any death benefit is paid to the Annuitant's estate; provided that after the Beginning Date such death benefit is paid to the estate of the last person receiving payments under the Annuity. If we are advised

that no estate is or will be established, we may, in our discretion, pay the death benefit to the spouse, children, parents, grandchildren or siblings of such decedent.<sup>Var 56]</sup>

**6.2.3** If more than one person is named Beneficiary, [all such persons living on the date of the Annuitant's death are considered co-Beneficiaries and receive equal shares of any payment, unless the designation of the Annuitant clearly provides otherwise.<sup>Var 56]</sup>

### **6.3 Agreement-Incontestability.**

**6.3.1** All agreements pertaining to this Contract must be in writing [and signed by one of our duly authorized officers.<sup>Var 57]</sup>

**6.3.2** Any provision of this Contract or any Annuity Certificate which may have been waived on one occasion shall continue to be enforceable at all other times.

### **6.4 Non-Alienability.**

**6.4.1** [Except with respect to a Domestic Relations Order,<sup>Var 58]</sup> no Annuitant, Joint Annuitant or Beneficiary may voluntarily or involuntarily sell, assign, transfer, discount or pledge as collateral for a loan or as a security for the performance of an obligation or for any other purpose, any Annuity or other payment. Any Annuity due to an Annuitant, Joint Annuitant or Beneficiary is exempt from the claims of creditors of the Annuitant, Joint Annuitant or Beneficiary. If the provisions of this paragraph are contrary to that law governing in a particular circumstance, then as to that circumstance, the payment will be exempt to the maximum extent permitted by law.

### **6.5 Representations.**

**6.5.1** The Holder represents that [this Contract is its valid and binding obligation, enforceable in accordance with its terms<sup>Var 59]</sup>.

**6.5.2** We represent that [the Contract is our valid and binding obligation, enforceable in accordance with its terms<sup>Var 59]</sup>.

### **[6.6 Inclusion of Plan Features.**

**6.6.1** With our consent, specific features of a Plan may be included in any Annuity. The Employer or other Plan fiduciary is solely responsible for ensuring that any required Plan features are included in the Annuity.<sup>Var 60]</sup>

### **[[6.[7<sup>Var 6]</sup> Recognition and Administration of Domestic Relations Orders.**

**6.[7<sup>Var 6]</sup>.1** If a Domestic Relations Order specifies the distribution of all or a part of an Annuitant's payments to another payee, then the creation, recognition or assignment of such payee's rights to payments under such order is not subject to the restrictions of the "Non-alienability" Section above. The value of all payments or other distributions made to the

Annuitant and all other payees on or after the effective date of a Domestic Relations Order may not exceed the remaining value of the Annuity.

**6.[7<sup>Var 6</sup>].2** If an Annuity Certificate has been distributed to an Annuitant, we may determine if a particular order is a Domestic Relations Order and such determination is conclusive in determining the rights of any party with respect to any Annuity. We may take such reasonable action and make such reasonable determinations as we deem appropriate with respect to such a Domestic Relations Order.

**6.[7<sup>Var 6</sup>].3** Prior to the Beginning Date, our normal procedure with respect to an Annuity Certificate is to transfer the applicable percentage or amount of the current Cash-Out Value and Income Shares subject to the Domestic Relations Order to the Spouse and convert the transferred Income Shares to Income Shares based on the life of the Spouse or other alternate payee.

**6.[7<sup>Var 6</sup>].4** After the Beginning Date, our normal procedure is to split any Annuity payments due in the proportion directed by the Domestic Relations Order.<sup>Var.58]</sup>

**6.[8<sup>Var 6</sup>] Restrictions Imposed by [ERISA or Other<sup>Var 51</sup>] Law or Regulations.**

**6.[8<sup>Var 6</sup>].1** An Annuity may be suspended, reduced or terminated upon either: (a) written direction to do so from a Plan fiduciary; provided that the person so directs and certifies that such suspension, reduction or termination is necessary to effect compliance with applicable law or regulation and agrees to hold us harmless in connection with any suspension, reduction or termination, or (b) written direction to do so from a duly constituted agency of government with jurisdiction over a Plan or this Contract.

**6.[9<sup>Var 6</sup>] Non-Participating.**

**6.[9<sup>Var 6</sup>].1** All Income Shares purchased under this Contract are non-participating.

**6.[10<sup>Var 6</sup>] Fees and Charges.**

**6.[10<sup>Var 6</sup>].1** The premiums quoted for each Income Share [includes all fees and charges, including any commissions or premium taxes. There are no annual fees or charges associated with any Income Share purchased under this Contract.<sup>Var 61</sup>

**6.[11<sup>Var 6</sup>] Trust Agreement.**

**6.[11<sup>Var 6</sup>].1** We have no obligation to inquire into the provisions of any Plan or any trust agreement relating any Plan or program, and are not chargeable with such knowledge.

**6.[12<sup>Var 6</sup>] Source of Premiums.**

**6.[12<sup>Var 6</sup>].1** We reserve the right to require from the Holder, an Employer or the Annuitant evidence satisfactory to us that all premiums are from an [Employer sponsored qualified defined contribution plan or<sup>Var 62</sup>] program that satisfies our standard underwriting requirements for this

class of contracts. If satisfactory evidence is not provided, we may decline or return any affected premiums.

**6.[13<sup>Var 6</sup>] Miscellaneous.**

**6.[13<sup>Var 6</sup>].1** The singular includes the plural and the masculine pronoun includes both the masculine and the feminine gender, unless the context indicates otherwise.



APPLICATION FOR GROUP ANNUITY CONTRACT

Hartford Life Insurance Company
[1 Griffin Road, North
Windsor, CT 06095-1512 Var 1]

\*\*Application is hereby made for a Group Annuity Contract (the "Contract"):

1. Applicant (Contract Holder):
[Trustee of ABC Company Savings Retirement Plan Var 2]
(Name of Trust\* or, if non-trusteed, name of Employer)

2. State of Domicile: [STATE Var 2]

3. Name of Plan: [ABC Company Savings Retirement Plan Var 2]

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

[By signing below, I acknowledge receipt of the Compensation Disclosure Form as part of the Application materials. Var 3]

Application signed at
[Any Town Var 2] [Any State Var 2] [02/02/2011 Var 2]
(City) (State) (Date)

(Print Name of Agent/Broker[,if any Var 4]) (Print Name of Trustee\*\* or Authorized Officer)

(Signature of Agent/Broker[,if any Var 4]) (Signature of Trustee or Authorized Officer)

(Title of Trustee or Authorized Officer)

\*Name of Trust examples: Trustees of XYZ Company Supplemental Savings Plan; ABC Bank, Trustee for the XYZ Company Supplemental Savings Plan.

\*\*This Application must generally be completed by the Plan's Trustee. Please note that, if the Trustee for the Plan is a bank, trust company, or other entity with trust powers, an authorized officer of that Trustee organization, and not the Plan Sponsor or other plan representative, must complete the Trustee name, signature and title lines below.

SERFF Tracking Number: HARL-127064820 State: Arkansas  
Filing Company: Hartford Life Insurance Company State Tracking Number: 48207  
Company Tracking Number: IPD HL-21326  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.003 Single Premium  
Product Name: Group Annuity Contract/Application  
Project Name/Number: Standalone Lifetime Income Contract/HL-21326

## Supporting Document Schedules

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Variable Material

**Comments:**

**Attachments:**

Income Share only DVM HL21316.pdf

DVM HL-21321(AR).pdf

<b>DESCRIPTION OF VARIABLE MATERIAL</b>		
<b>Hartford Life Insurance Company</b>		
<b>Form No. HL-21326</b>		
<b>March 2011</b>		
<b>Variable #</b>	<b>Page</b>	<b>Explanation of Variable</b>
1	Face Page and 4	The material contained in the brackets is contract specific.
2	Face Page	Generally, this will be the state where the Holder's primary business is located.
3	Face Page	The wording in bracket is current as of the January 2011 date and over time may change.
4	Face Page	The signatures will be those of the appropriate officers of the issuer at the time the contract is issued. Those shown are those in effect at this time, but over time may change.
5	2 Table of Contents	The page numbering is revised as appropriate for specific contract.
6	3,7-10,12-14,16,17	This variable 6 notation throughout the form indicates that the bracketed subsection or paragraph numbering must be revised if either (i) a preceding subsection and/or paragraph in the Section has been deleted under conditions as explained in the Variable attached to the deleted subsection and/or paragraph or (ii) the subsection or paragraph numbering is a cross reference to a subsection or paragraph which itself has been re-numbered due to a deletion in that Section. All numbering as printed in the Form is in agreement with the contents of the Form as printed.
7	3 Definitions	Wording in brackets may be modified to reflect changes in the Code.
8	3 Definitions	We may agree with the Holder that a Coverage Certificate will not be used for this contract; e.g., coverage information with respect to Income Shares otherwise incorporated into reports the Plan's recordkeeper provides. In such case, definition will be deleted. Additionally, the wording describing the Coverage Certificate can be revised on a case specific basis to describe the Plan specific means that we have agreed with the Holder will be used for providing a Plan participant with information attesting to the purchase that has been made.
9	3 Definitions 6 Section 3.1.3	For a Plan that is not subject to ERISA, the definition is deleted if Domestic Relations Orders are not recognized by the Plan or the wording is modified to reflect Plan practices.
10	3 Definitions	For a Plan that is not subject to ERISA, the definition may be deleted.

<b>DESCRIPTION OF VARIABLE MATERIAL</b>		
<b>Hartford Life Insurance Company</b>		
<b>Form No. HL-21326</b>		
<b>March 2011</b>		
<b>Variable #</b>	<b>Page</b>	<b>Explanation of Variable</b>
11	3 Definitions	Wording in brackets may be revised to specify the name of the Employer or other customer specific details regarding the identification of the Employer.
12	3 and 4 Definitions	Guaranteed Return change explanation may be deleted. Definition is not used if there are no cash refund forms to be paid under the contract.
13	4 Definitions	Wording in brackets may be deleted if requested by the Holder or required by a Plan provision.
14	4 Definitions	The wording in brackets may be revised to more specifically describe the Plan Participant categories under the Plan and those who may derive rights under this Contract from those Plan Participants.
15	4 Definitions	Revise to describe specific Code qualification or, if none apply, describe other employee benefit program under which annuities will be purchased under this Contract.
16	4 Definitions	The definition of Spouse as shown is generally appropriate for a Plan that is subject to ERISA. It may be revised to include Plan specific details; e.g. specific marriage requirement. For Plans not subject to ERISA, the Plan's definition of Spouse may be substituted. If the Plan has no definition of Spouse, the definition may be deleted or the first two sentences replaced with, "Spouse" is the person married to an Employee Participant."
17	4 Section 2.1.1	For Plans under which a participant does not direct the investments and will not direct the Income Share purchase, the wording in brackets can be revised to read, "the Holder may purchase" or otherwise revised to reflect the specific plan provisions and/or practices as agreed with the Holder.
18	5 Section 2.1.2	The latest purchase age as described in the brackets is default wording and is intended to assure that the payments start before the time when federal regulations require a minimum distribution. The wording can be revised on a contract specific basis to mirror actual Plan provisions that are in place to comply with federal minimum required distribution rules. In no event will we agree to a Beginning Date that is later than the attainment of age 85. The words in brackets may be modified to use age on first day or last day of calendar year or some other purchase age determinant.

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19	5 Section 2.1.4	The wording in brackets may be deleted or the amount modified. If modified, the amount will not exceed \$2,000,000 nor be lower than \$500,000.
20	5 Section 2.1.7	Another figure may be substituted. It will not less than 30 nor more than 180. The figure will be consistent with that applicable for other contracts of this class.
21	5 and 6 Section 2.2.2	If the minimum Annuity purchase rate basis for Income Shares has been amended for other contracts of this class as provided in Section 5.2.2, the bracketed wording will be replaced with a description of the amended basis.
22	6 Section 2.3.1	The wording within brackets will be revised to reflect, if applicable, a different dollar amount (not less than \$5 nor more than \$50) or a different purchase form. Generally, the default purchase form for Annuity purchase will be the Life Annuity with Guaranteed Return form. If the Holder and Hartford Life have agreed to a different default purchase form, it will be specified in place of "Life Annuity;" e.g., "10-Year Fixed Period and Life Annuity" and described. (See descriptions in Section 4.2.1.). "
23	6 Section 2.3.2	Generally the default age, unless the Holder indicates another age, will be 65. The other age will be no earlier than 55 and no later than 70. Alternatively, the default age could be worded so as to vary depending on the Annuitant's eligibility for full retirement age under Social Security. (In such case, the words "Annuitant's 65 <sup>th</sup> birthday" are replaced by "the Annuitant attains full Social Security Retirement Age based rules in effect at the time of purchase.") As indicated, we can agree with the Holder to a different assumed beginning date. This would be appropriate for a specific Plan need; e.g. participation in the Plan after the default date.
24	6 Section 3.1.1	If the alternate Annuity death benefit is not to apply, the sentence ends before the word "unless".

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25	6 and 7 Section 3.2	Section 3.2 may be deleted in its entirety. If used, the variations within 3.2 are described in Variables 25A through 25F below.
25A	6 and 7 Section 3.2	The “alternative Annuity Death benefit” is limited to a spouse, “Beneficiary” will be replaced by “Spouse” wherever it occurs in this section.
25B	6 and 7 Section 3.2	The rules in this section are designed to effect compliance with current IRS requirements. They may be modified to comply with any changes in applicable IRS requirements  If the rules do not apply in a particular circumstance, a different beginning date may be substituted. An age as late as an annuitant’s age 85 may be substituted.  If the “alternate Annuity Death benefit” is limited to spouse, the wording before the comma in (ii) is deleted and the sentence begins. “The Spouse may elect ...”
25C	7 Section 3.2	This item (b) may be deleted and the subsequent item re-lettered if the surrender provisions of the contract applicable for an Employee Participant Annuitant after the distribution of an Annuity Certificate (paragraphs 3.4.3 and 3.4.4 of the contract) are to apply in a like manner to the “alternate annuitant.”  If the application of this provision is different than for an Employee Participant or the surrender provisions only apply to Spouse beneficiaries, this item may be reworded to explain the differences; e.g., a different percentage of the premium under item (a) of 3.4.4 from that shown or a different availability period could apply to an “alternate annuitant.”
25D	7 Section 3.2	May be modified to specify a different annuity form or multiple annuity forms.

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25E	7 Section 3.2	<p>The exact terms and timing under which an election may be modified or revoked may be subject to particular plan rules or requirements. If so those will be described here. The time period may not be less than 30 days or more than 180.</p> <p>If the rules do not provide for an election by an Employee Participant, the first sentence may be deleted and the second sentence may begin after the word “Additionally”.</p>
25F	7 Section 3.2	<p>Item (c) may be modified to describe limited circumstances where a non natural beneficiary may be allowed to elect an annuity.</p> <p>The dollar amount in item (a) is variable. It will not be less than \$5000 nor will it exceed \$10,000. Alternatively, item (a) may be deleted.</p>
26	7 and 8 Section 3.3	<p>Section 3.3 is included only on a client specific basis if a Holder determines that such provision is needed or desired. The provision is designed to provide a benefit sufficient to satisfy ERISA’s pre-retirement spouse’s requirements which applies to some defined contribution Plans.</p>
27	8 Section 3.4.1	<p>If there are no surrender rights for the participant, such as in situations when the Plan does not give participants the right to direct investments, the wording within the brackets is replaced with, “There is no Participant directed right to surrender Income Shares previously purchased.”</p>
28	8 Section 3.4.3	<p>The words “the later of 30 days following “ are deleted if it is determined that such provision, for the particular Plan or all plans in general, is not required. If spousal consent is required for a surrender after distribution of an Annuity Certificate, a proviso is added at the end of the sentence. The proviso will read as follows: “; provided that the Spouse, if any, of an Employee Participant must consent to such surrender.” Additionally, the entire Section 3.4.3 is deleted in case specific circumstances if we have agreed with the Holder that there is no surrender after an Annuity Certificate has been distributed. If Section 3.4.3 is deleted, the subsequent paragraphs in Section 3.4 are re-numbered.</p>

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29 29A 29B 29C	8 and 9 Section 3.4.4	The cash out value formula currently applicable for this class of contract is shown within the double brackets and may be revised. A different mortality or interest basis may be used in item (a.i). The wording within bracketed variable 29A may specify a percentage. If a percentage is used, it may not be less than 90%. The wording within bracketed variable 29B may specify another age assumption. A different percentage may be used in variable 29C. It may not be less than 1% or more than 5%.
30	9 Section 3.4.5	Another figure may be used. The figure will not less than 30 nor more than 180. The figure will be consistent with that applicable for other contracts of this class.
31	9 Section 3.5	Delete bracketed wording in 3.5 heading and paragraph 3.5.1 if there are to be no Coverage Certificates. If deleted, the subsequent paragraphs in Section 3.5 are re-numbered.
32	9 Section 3.5.3	The wording may be revised to specify a minimum figure. If revised, the figure will not be less than \$50 and will not exceed \$100.
33	9 Section 3.5.4	Double bracketed Section 3.5.4 may be deleted.
34	9 Section 3.5.4	Delete bracketed sentence if spousal consent does not apply to Plan or the previous wording in the paragraph is deleted..
35	9 Section 4.1.1	This may be modified on a case specific basis to substitute “the Holder”, “the Plan trustee”, “the Plan sponsor” or “a Plan representative or fiduciary.”
36	9 Section 4.1.2	The “90 days” may be changed. It may not be less than 30 or more than 180.
37	9 and 10 Section 4.1.2	The Code references as shown are for a Code 401(k) plan and is revised for other plan categories. For 457 plans, the wording is: “;provided that if the Annuitant received this Certificate from the Plan prior to the occurrence of an event permitting a distribution from the Plan under Code section 457(d)(1)(A), income payments cannot start until the occurrence of a distributable event described in Code section 457(d)(1)(A)(i), (ii) or (iii), or as may otherwise be permitted under the Code or the regulations thereunder, by amendment or otherwise.”

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38	9 and 10 Section 4.1.2	The latest beginning date as shown within the brackets is default wording and is intended to assure that the payments start before the time when federal regulations require a minimum distribution. The wording can be revised on a contract specific basis to mirror actual Plan provisions that are in place to comply with federal minimum required distribution rules. Additional changes may be made in this paragraph to describe Plan specific rules or procedures for making changes to the Beginning Date. In no event will the Beginning Date be later than the attainment of age 85.
39	10 Sections 4.1.3 and 4.1.4	The forms listed in the wording within the brackets may be revised to reflect different default forms. Any annuity forms that we regularly offer may be default forms under the Contract if mutually agreed to by us and the Holder and not in conflict applicable Code requirements. If spousal consent requirements do not apply under a plan that is not subject to ERISA, this section may be revised to reflect the applicable Plan's provisions or practices.
40	10 Section 4.1.5	If spousal consent is not required under a plan that is not subject to ERISA, this paragraph is deleted and the subsequent paragraphs in this Section 4.1 are renumbered. The 90 days may be changed to another date not to exceed 180.
41	10 Section 4.1.6	Wording as printed can be revised to describe a minimum basis for adjusting the amount of the annuity payment from the purchased annuity form to a different annuity form or to start at a different Beginning Date.
42	11 and 12 Section 4.2.1	The bracketed portion can be revised to include descriptions of other specific annuity forms Hartford Life and the Holder agree can be purchased under the contract. At the Holder's request or to agree with administrative policy applied on a product basis, some forms may be omitted. Additionally, all fixed periods and percentage continuations may vary from those shown at the Holder's request to agree with administrative policy.

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43	12 Section 4.2.1	The Holder and Hartford Life may agree that forms for which the amount of the annuity payment will increase annually based on a fixed percentage will not be offered. In such case, the wording in brackets (item i) will be deleted. (If used, the parameters for the increase of 1-5% may be changed. The lower figure will not be less than 1%. The upper figure will not be more than 5%.)
44	12 Section 4.3.1	The table can be revised within the parameters permitted in the Treasury Regulations or rulings referenced in Section 4.3.4., or any modifications thereto.
45	12 Section 4.3.2	The table can be revised within the parameters permitted in the Treasury Regulations or rulings referenced in Section 4.3.4., or any modifications thereto. In addition, it may be deleted if there are to be no Fixed Period forms paid. (If deleted the subsequent paragraphs in Section 4.3 are re-numbered.)
46	13 Section 4.3.3	The wording in brackets may be revised to delete reference to Guaranteed Return or Fixed Period if the forms available under the Contract will not have these features. If neither is offered, the paragraph may be deleted and the subsequent paragraph re-numbered.
47	13 Section 4.3.4	The regulation references can be updated as regulations change.
48	13 Section 4.4.4	A specific minimum may be indicated. The minimum will not be less than \$50 and not more than \$100.
49	13 Section 5.1.1	Replace bracketed wording with “the distribution of Certificates” if there are to be no Coverage Certificates.
50	13 and 14 Sections 5.2.1,5.2.2 and 5.3.1	We may agree with Holder to revise wording in brackets to coordinate with customer specific commitment periods in customer’s Income Share or Distribution Annuity purchase program.  The period will not be less than 30 or more than 120 days.
51	14 Section 5.2.3 17 Section 6.8	Revise bracketed wording to read “applicable laws, rulings or regulations” if Plan is not subject to ERISA. Wording may also be expanded to reference Code or other legal requirements specific to a particular Plan or plan type.

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52	14 Section 5.4.1	Delete if no spousal consent required. Remove reference to Domestic Relations Order if Holder has advised, for a Plan that is not subject to ERISA, that Domestic Relations Orders are not to be recognized.
53	14 Section 5.4.2	Delete bracketed wording if there will be no Coverage Certificates.
54	15 Section 6.1.1	Hartford Life Insurance Company address will be updated if to reflect current address on the Effective Date if the address changes.
55	15 Section 6.2.1	Delete bracketed wording for non- ERISA Plan or other situation for which Holder has advised that spousal consent should not apply.
56	15 and 16 Sections 6.2.2 and 6.2.3	Plan Beneficiary succession rules of Plan multiple beneficiary rules, as specified by the Holder, may replace the rules shown.
57	16 Section 6.3.1	Comparable language to identify who can act for the Holder may be added.
58	16 and 17 Sections 6.4.1 and 6.7	Delete entire 6.7 and the word "Except with respect to a Domestic Relations Order," from the first sentence of 6.4.1 if Holder has advised, for a Plan that is not subject to ERISA, that Domestic Relations Orders are not to be recognized. If wording is deleted, capitalize the first remaining word of the remaining words in Section 6.4.1. and revise Section numbers that follow the deleted Section 6.7.
59	16 Sections 6.5.1 and 6.5.2	More detailed representations may be negotiated with the Holder.
60	16 Section 6.6.1	Section 6.6 may be deleted if inapplicable.

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61	17 Section 6.10	<p>The bracketed language may be modified to reflect or clarify any specific fee arrangement with a Holder or other Plan representative or service provider.</p> <p>Reference to commissions may be deleted if no commissions are payable.</p>
62	17 Section 6.12	At Holder request, this language may be deleted if not applicable and word “an” preceding bracket becomes “a”.

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1	1	This is an administrative address where mail is received on behalf of Hartford Life Insurance Company. The address shown is the address in effect at this time, but over time may change.
2	1	The Application for Group Annuity Contract has been completed in John Doe fashion. All bracketed material for portions of the application noted as Variable # 2 is contract specific.
3	1	The wording in brackets may be included in instances where Hartford Life Insurance Company is legally required to provide certain commission and compensation disclosures and other information to the Plan Fiduciary along with the Application.
3	1	The wording in brackets may be deleted when the application is to be used in a distribution channel that would never involve a direct sale; i.e, there would always be an Agent/Broker.