

SERFF Tracking Number: TPCI-127103184 State: Arkansas
 Filing Company: PHL Variable Insurance Company State Tracking Number: 48667
 Company Tracking Number: 11LIA
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: Legacy Fixed Indexed Annuity
 Project Name/Number: /

Filing at a Glance

Company: PHL Variable Insurance Company
 Product Name: Legacy Fixed Indexed Annuity SERFF Tr Num: TPCI-127103184 State: Arkansas
 TOI: A071 Individual Annuities - Special SERFF Status: Closed-Approved- State Tr Num: 48667
 Closed
 Sub-TOI: A071.001 Equity Indexed Co Tr Num: 11LIA State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Disposition Date: 05/12/2011
 Authors: Scott Zweig, Joseph Bonfitto, Barbara Slater, Jean Bulger, Jeanie Gagnon, Elizabeth Stevens, Noreen O'Connell
 Date Submitted: 05/04/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 05/12/2011
 State Status Changed: 05/12/2011
 Deemer Date: Created By: Elizabeth Stevens
 Submitted By: Elizabeth Stevens Corresponding Filing Tracking Number: 11LIA
 Filing Description:

We are filing the above-referenced forms for approval in your state. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, positioning and pagination. These forms are new and are not intended to replace existing forms. We intend to make these forms available on July 15, 2011, but not without approval from your Department. These forms will be marketed to the general public. They were approved by our domiciliary state of Connecticut for use outside of Connecticut effective May 3, 2011.

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Contract form (11LIA), a Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity contract, available with an optional Premium Bonus, is designed to provide a series of periodic payments based on the Settlement Option on the Maturity Date and the performance of various selected crediting strategies. The optional Premium Bonus vests into the Annuity Value according to Vesting Schedule shown on the schedule pages. The amount of the Premium Bonus will be based on the amount of the premium payment and the applicable Premium Bonus Percentage shown on the schedule pages. At the time of issue, the initial premium and any applicable vested Premium Bonus (if the Premium Bonus version is elected) will be applied to the contract and allocated in accordance with the premium allocation chosen at the time of application. Both the vested and non-vested portion of the Premium Bonus will be allocated at all times among the selected crediting strategies in the same proportion as the corresponding Annuity Value. This contract provides both fixed rate and index based crediting strategies to which the client can allocate their premium and Premium Bonus, if applicable. The fixed rate crediting strategy will accumulate at a specified interest rate, while any chosen indexed crediting strategy's growth will be based on the performance of those particular indexes over a specified period of time. At the end of that period ("Term Period"), the performance of the index will be measured. Based on that calculation, an interest credit may be applied to the Annuity Value. A negative interest credit will never be applied to the contract.

When the Premium Bonus feature of the contract is elected, the Vesting Bonus Rider (form 11VBR) will be issued with the contract. This form describes conditions surrounding how the Premium Bonus vests into the contract. In addition to this rider, one of two sets of schedule pages will be issued with the contract when the Premium Bonus feature of the product is elected (forms 11LIADP8VB and 11LIDDP12VB). The only difference between these two forms is the Premium Bonus Percentage. These schedule pages contain information specific to the bonus version of the product and will only be issued if such version is elected at the time of application. Alternatively, when the contract is elected without the optional Premium Bonus feature, form 11LIADP0, standard contract schedule pages will be issued with the contract. In addition to ordinary case-specific information, both versions of the schedule pages will also include information regarding the various crediting strategies that are available with the product.

Form 11MVA, a market value adjustment amendment, if issued with this contract, will provide a market value adjustment feature. There is no charge for this amendment and it is not an option selected at the time of application. The company may decide to offer or cease offering this feature for new issues at any time.

Form 10WSC, a confinement waiver amendment, if issued with this contract, will provide a waiver of Surrender Charges if the Owner meets specified criteria. There is no charge for this amendment and it is not an option selected at the time of application. The company may decide to offer or cease offering this feature for new issues at any time.

Form 11GLWB, a guaranteed lifetime withdrawal benefit rider, will also be made available with this contract. It provides guaranteed withdrawals up to the Annual Benefit Amount each Rider Year following the Rider Exercise Date for the life of the Covered Person(s) regardless of the value of the base contract. There is an explicit charge for this rider based on the particular version of the rider selected.

<i>SERFF Tracking Number:</i>	<i>TPCI-127103184</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>PHL Variable Insurance Company</i>	<i>State Tracking Number:</i>	<i>48667</i>
<i>Company Tracking Number:</i>	<i>11LIA</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>Legacy Fixed Indexed Annuity</i>		
<i>Project Name/Number:</i>	<i>/</i>		

There are five Crediting Strategy Riders available for use with this contract. Each describes a particular crediting methodology that is used to determine the interest credit that may be applied to the contract. These riders will be issued with the contract if the particular crediting methodology is offered at the time of issue. A list of those five riders is included below. For more detailed information, please see the attachments included on the Form Schedule tab of this submission.

Form Number Form Title

11GFR Guaranteed Fixed Rate Strategy Rider

11GOLD Gold Strategy Rider

11MNTHBL Monthly Averaging Blended Strategy Rider

11PTPC Point-to-Point with Cap Strategy Rider

11PTPM Point-to-Point with Multiplier Strategy Rider

Form LEG11-01, an annuity application, will be used to apply for this product.

Form LEG11-02, an amendment to the application, will be used to amend important information that was incorrect or left off of the application when submitted. Material information such as age, sex, date of birth and social security number may appear on this form. A copy of this form, containing the amended information will be included with the contract at the time of issue. The Owner(s) will be required to sign an additional copy at the time of contract delivery, acknowledging the amendment.

Form LEG11-03, an application clarification, will be used to clarify non-material information that was incorrect or left off of the application when submitted. Non-material information such as address and telephone number may appear on this form. A copy of this form, containing the clarified information will be included with the contract at the time of issue.

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

Previously and subsequently approved riders, endorsements, amendments, addendums, insert and schedule pages may also be made available with this contract. Text ordinarily bracketed appears in the schedule pages of the forms. See the attached Statement of Variability for a more complete description. Any requisite fees and filing documents have been enclosed.

Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me at 1-860/403-5951, by fax at (860) 403-5296 or by e-mail at scott.zweig@phoenixwm.com.

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Sincerely,

Scott Zweig
 Director, State Compliance

Company and Contact

Filing Contact Information

Scott Zweig, Compliance Consultant scott.zweig@phoenixwm.com
 One American Row 860-403-5951 [Phone]
 Hartford, CT 06102 860-403-7225 [FAX]

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Fee is \$50 per filing.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
PHL Variable Insurance Company	\$50.00	05/04/2011	47234815
PHL Variable Insurance Company	\$750.00	05/09/2011	47394854

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/12/2011	05/12/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	05/09/2011	05/09/2011	Elizabeth Stevens	05/09/2011	05/09/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	AR - External Indexed Guideline Certification	Elizabeth Stevens	05/09/2011	05/09/2011
Supporting Document	AR - EIA Certification	Elizabeth Stevens	05/09/2011	05/09/2011
Supporting Document	AR - Reserve Certification	Elizabeth Stevens	05/09/2011	05/09/2011

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Disposition

Disposition Date: 05/12/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	AR - External Indexed Guideline Certification		Yes
Supporting Document	AR - EIA Certification		Yes
Supporting Document	AR - Reserve Certification		Yes
Form	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract		Yes
Form	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Schedule Pages		Yes
Form	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Schedule Pages		Yes
Form	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Schedule Pages		Yes
Form	Vesting Bonus Rider		Yes
Form	Gold Strategy Rider		Yes
Form	Monthly Averaging Blended Strategy Rider		Yes
Form	Guaranteed Fixed Rate Strategy Rider		Yes
Form	Point-to-Point with Multiplier Strategy Rider		Yes
Form	Point-to-Point with Cap Strategy Rider		Yes
Form	Market Value Adjustment Amendment		Yes
Form	Confinement Waiver Amendment		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Annuity Application		Yes
Form	Amendment to Application		Yes
Form	Application Clarification		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/09/2011
Submitted Date 05/09/2011
Respond By Date 06/09/2011

Dear Scott Zweig,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$750.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/09/2011
Submitted Date 05/09/2011

Dear Linda Bird,

Comments:

Thank you for your review.

Response 1

Comments: I have added \$750 to the EFT for this filing. Please accept my apology.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$750.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Barbara Slater, Elizabeth Stevens, Jean Bulger, Jeanie Gagnon, Joseph Bonfitto, Noreen O'Connell, Scott Zweig

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Amendment Letter

Submitted Date: 05/09/2011

Comments:

I neglected to include three certifications with my original submission. These certifications (Reserve Certification, External Indexed Guideline Certification, and EIA Hedging Certification) are now attached.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: AR - External Indexed Guideline Certification

Comment:

AR certif - 11LIA.pdf

User Added -Name: AR - EIA Certification

Comment:

AR EIA hedging cert - 11LIA.pdf

User Added -Name: AR - Reserve Certification

Comment:

AR reserve certif - 11LIA.pdf

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Form Schedule

Lead Form Number: 11LIA

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	11LIA	Policy/Contract/Fraternal Certificate	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract	Initial		50.120	11LIA Legacy Contract 5-3-11 FINAL.pdf
	11LIADP0	Schedule Pages	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Schedule Pages	Initial		58.610	11LIADP0 - Non-Bonus Data Page 4-26-11 FINAL.pdf
	11LIADP8VB	Schedule Pages	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Schedule Pages	Initial		63.540	11LIADP8VB - Bonus 8 Data Page 4-26-11 FINAL.pdf
	11LIADP12VB	Schedule Pages	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Schedule Pages	Initial		62.570	11LIADP12VB - Bonus 12 Data Page 4-26-11 FINAL.pdf
	11VBR	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Vesting Bonus Rider	Initial		51.340	11VBR - Vesting Bonus Rider 4-21-11 FINAL.pdf
	11GOLD	Policy/Contract/Fraternal	Gold Strategy Rider	Initial		52.850	11GOLD - Gold Strategy

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	al			4-28-11
	Certificate:			FINAL.pdf
	Amendmen			
	t, Insert			
	Page,			
	Endorseme			
	nt or Rider			
11MNTHBL	Policy/Cont Monthly Averaging	Initial	58.650	11MNTHBL -
	ract/Fratern Blended Strategy			Monthly
	al Rider			Averaging
	Certificate:			Blended
	Amendmen			Strategy 4-26-
	t, Insert			11 FINAL.pdf
	Page,			
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	nt or Rider			
11GFR	Policy/Cont Guaranteed Fixed	Initial	52.220	11GFR -
	ract/Fratern Rate Strategy Rider			Guaranteed
	al			Fixed Rate
	Certificate:			Strategy 4-26-
	Amendmen			11 FINAL.pdf
	t, Insert			
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	nt or Rider			
11PTPM	Policy/Cont Point-to-Point with	Initial	61.440	11PTPM -
	ract/Fratern Multiplier Strategy			Point-to-Point
	al Rider			w Multiplier
	Certificate:			Strategy 4-26-
	Amendmen			11 FINAL.pdf
	t, Insert			
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	Endorseme			
	nt or Rider			
11PTPC	Policy/Cont Point-to-Point with	Initial	57.460	11PTPC -
	ract/Fratern Cap Strategy Rider			Point-to-Point
	al			with Cap
	Certificate:			Strategy 4-26-

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	Amendmen t, Insert Page, Endorseme nt or Rider			11 FINAL.pdf
11MVA	Policy/Cont Market Value ract/Fratern Adjustment al Amendment Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	54.130	11MVA - Market Value Adjustment 5- 2-11 FINAL.pdf
11WSC	Policy/Cont Confinement Waiver ract/Fratern Amendment al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.220	11WSC - Confinement Waiver Amendment 4-21-11 FINAL.pdf
11GLWB	Policy/Cont Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.490	11GLWB - 4- 28-11 FINAL.pdf
LEG11-01	Application/ Annuity Application Enrollment Form	Initial	50.590	LEG11-01 - Application 5- 2-11 FINAL with John Doe.pdf
LEG11-02	Application/ Amendment to	Initial	50.590	LEG11-02 -

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Enrollment Application
Form

Amendment
to Application
4-27-11
FINAL.pdf
LEG11-03 -
Application
Clarification
4-27-11
FINAL.pdf

LEG11-03	Application/ Application Enrollment Clarification Form	Initial	50.590
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PHL Variable Insurance Company

Home Office: [One American Row, Hartford, CT 06102]

Administrative Office: [P.O. Box 81728, Lincoln, NE 68501 • Telephone (877) 549-7663 (Toll Free)]

SINGLE PREMIUM DEFERRED FIXED MODIFIED GUARANTEED INDEXED ANNUITY CONTRACT

NOTICE OF RIGHT TO CANCEL CONTRACT. No later than [10] days after the Contract is delivered ([30] days if the Contract replaces another contract), the Owner may cancel it by returning the Contract, with a written request to cancel, to the Company's Administrative Office or the insurance agent through whom it was purchased. Upon delivery of the Contract and written request to cancel, the Contract shall be void from the beginning. The Company will refund the Premium Payment minus any Withdrawals made under the Contract as of the date of cancellation within fifteen (15) days of receipt of the Contract and the written request to cancel at the Company's Administrative Office.

PHL Variable Insurance Company (hereinafter "the Company") will make the payments and provide the benefits described in the Contract in consideration of the Owner's application and premium payment as described within the Contract. No part of the Contract may be changed or waived unless done in writing and signed by one of the Company's executive officers and countersigned by another one of the Company's executives. No agent has the authority to waive or change any provision of the Contract.

Any Annuity Value, Surrender Value or Death Benefit payments available under the Contract are at least the minimum required by the laws of the state where the Company issues the Contract

The Contract provides for Crediting Rate Strategies. The available Crediting Rate Strategies are described in the attached riders.

While the values under the Contract may be affected by an external index, the Contract does not directly participate or invest in any stock, bond or index.

The Contract contains a Market Value Adjustment that may increase or decrease the values under the Contract.

Withdrawals or Surrenders may be subject to Surrender Charges and taxes.

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

Signed for the Company.



[President]



[Secretary]

**INCOME PAYABLE ON MATURITY DATE
NON-PARTICIPATING
NO ANNUAL DIVIDENDS**

This is a legal contract between the Owner and the Company. Please read the Contract carefully.

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DEFINITIONS

Access is Surrender, the payment of a Death Benefit, any Transfer from a Crediting Rate Strategy, any Withdrawal, any Rider Charges deducted or application of the Contract proceeds under a Settlement Option.

Annuitant is the individual whose age and gender are used to determine the amount of Settlement Option payments. Joint Annuitants may be named and must be spouses when the Owner is a non-natural person. The Owner(s) and Annuitant(s) may be different persons unless the Contract is issued to a trust for the benefit of an Annuitant, or issued in connection with a Qualified Plan or IRA, where the owner is a trust for the benefit of the Annuitant. Prior to Maturity Date should an Annuitant die while the Owner is living, the surviving Joint Annuitant (if any) shall become the sole Annuitant. If there is no surviving Annuitant and the Owner is an individual, the Owner shall automatically become the Annuitant. If there are Joint Owners, then both will become the Joint Annuitants. Unless otherwise indicated, "Annuitant" shall refer to more than one person, if there are Joint Annuitants. The Annuitant may be changed with the Company's consent.

Annuity Value equals the Premium Payment plus any interest credited under the Crediting Rate Strategies, minus any Gross Withdrawals and Rider Charges. At any time, the Annuity Value equals the sum of all Strategy Values.

Beneficiary is the person(s) designated by the Owner to receive the Death Benefit if the Owner dies before the Maturity Date and there is no Joint Owner.

Contract is the annuity contract between the Owner and the Company.

Contract Anniversary is the same day and month as the Contract Issue Date in subsequent years.

Contract Issue Date is the date the Contract was issued and takes effect, as shown on the Data Page.

Contract Year is the 12-month period measured from the Contract Issue Date, and each succeeding 12-month period.

Crediting Rate Strategies are the methods for determining the amount of interest credited to the Contract. The Owner may allocate the Premium Payment and Transfers among the Crediting Rate Strategies then available.

Death Benefit is the amount payable as a result of the first death of any Owner before the Maturity Date.

Federal Spouse is as defined under the Federal Defense of Marriage Act (DOMA), as a man or a woman legally joined. Neither individuals married under State or foreign laws that permit a marriage between two men or two women nor individuals participating in a civil union, domestic partnership or other like status are spouses for any federal purposes, including provisions of the Internal Revenue Code relevant to the Contract. Please consult a tax advisor for additional information.

Gross Withdrawal is a Withdrawal plus any assessed Surrender Charges and any applicable Market Value Adjustments.

Issue Age is the age, as of the Contract Issue Date, of the older Owner, or of the older Annuitant if the Owner is a non-natural person. A person's age is determined as of his or her last birthday.

Joint Annuitant is the person so named on the Data Page or changed by the Owner before the Maturity Date. Joint Annuitants must be spouses if no Owner is named or if the Owner is a non-natural person.

Market Value Adjustment is an adjustment that may be applied to the Annuity Value upon Surrender or Withdrawal during the Surrender Charge period.

Maturity Date is the date payments are required to begin under a Settlement Option. The date is shown on the Data Page.

Minimum Guaranteed Fixed Rate is the minimum annualized interest rate credited to the Guaranteed Fixed Rate Strategy. The rate is shown on the Data Page.

Minimum Guaranteed Interest Rate is an annualized interest rate credited to the Minimum Guaranteed Surrender Value. The rate is shown on the Data Page.

Minimum Guaranteed Surrender Value equals 87.50% of the Premium Payment received, minus Withdrawals and any Rider Charges as they occur, all accumulated at the Minimum Guaranteed Interest Rate for the life of the Contract. This is the minimum amount the Owner will receive as the Death Benefit or upon Surrender of the Contract.

Nonqualified for purposes of the Contract is defined as a Contract funded with after-tax dollars.

Owner is any natural or non-natural person with an ownership interest in the Contract. If there is more than one Owner, the Owners must be spouses and exercise ownership rights jointly. There may be only one owner for a Contract issued in connection with a Qualified Plan or IRA. Unless otherwise indicated, "Owner" as used in connection with the exercise of Contract rights shall refer to more than one person if there are Joint Owners.

Penalty Free Withdrawal is an amount that is not subject to Surrender Charges or any applicable Market Value Adjustments upon Withdrawal. Upon Surrender, the Company will deduct any Recovered Surrender Charges.

Premium Payment is the amount paid into the Contract and received by the Company at its Administrative Office prior to issuance of the Contract.

Qualified means that the Contract is funded with pre-tax dollars for an arrangement such as an IRA, SEP IRA, pension or profit-sharing trust, or TSA 403(b) plan, if available. In relation to certain provisions, a ROTH IRA is also treated as Qualified even though it is funded with after-tax dollars.

Recovered Surrender Charges are Surrender Charges that were not assessed to Penalty Free Withdrawals taken during the 12 months prior to the date of Surrender.

Rider Charges are deductions for any additional benefits or riders attached to the Contract. All Rider Charges will reduce the Annuity Value.

Settlement Option is a method that may be elected for receiving payments of the Contract's proceeds over a fixed period, in a fixed amount or over the lifetime(s) of the Annuitant. A Settlement Option may be elected by the Owner or by the person to whom Death Benefits are payable.

Strategy Value is the portion of the Annuity Value allocated to an individual Crediting Rate Strategy at any given time.

Surrender is the removal of all available Contract values on or before the Maturity Date. "Surrender" shall be interpreted to include other Withdrawals where appropriate.

Surrender Charge is a charge that may be assessed for a Surrender or Withdrawal. The amount of the charge is based on the Table of Surrender Charge Percentages for each Contract Year, as shown on the Data Page.

Surrender Value is the amount payable upon Surrender of the Contract. It is equal to the greater of: (a) the Minimum Guaranteed Surrender Value; and (b) the Annuity Value minus any Surrender Charges and Recovered Surrender Charges, and adjusted for any applicable Market Value Adjustments.

Transfer is an amount reallocated from a Crediting Rate Strategy to another Crediting Rate Strategy.

Waiver of Surrender Charge Threshold is the period of time after which the Waiver of Surrender Charges provision can be exercised. The period is shown on the Data Page.

Withdrawal is an amount equal to the Gross Withdrawal adjusted for any applicable Market Value Adjustments and less any assessed Surrender Charges.

GENERAL PROVISIONS

ENTIRE CONTRACT

The Contract is issued in consideration of the Owner's Application and receipt of the premium. The entire contract consists of: a) the Contract; b) the Owner's application, a copy of which is attached to and made a part of the Contract; and c) all amendments, endorsements, and riders which are attached to the Contract or mailed to the Owner's last known address. Any additional amounts the Company credits to the Contract will be treated as gain in the Contract.

CONTRACT EFFECTIVE DATE

The Contract is effective on the Contract Issue Date, provided the Owner is alive. If the Owner is a non-natural person, the Annuitant must be alive on the Contract Issue Date. The Contract Issue Date is shown on the Data Page. Contract years and Contract Anniversaries are measured from the Contract Issue Date.

AUTHORITY TO CHANGE

No part of the Contract may be changed or waived unless done in writing and signed by one of the Company's executive officers and countersigned by another one of the Company's executives. No agent has the authority to waive or change any provision of the Contract. The Company will not make any change that reduces the amounts payable under the Contract unless the change is required by law. The Company will mail a copy of any changes made to the Contract to the Owner's last known address.

INCONTESTABILITY

This Contract shall be incontestable after it has been in force for two years from the Contract Issue Date. The two-year limitation on contestability shall not apply to fraud in the procurement of the Contract, if permitted by applicable law in the state or jurisdiction where the Contract is delivered or issued for delivery.

While the Contract is contestable, we may either rescind the Contract or deny benefits on the basis of the material misstatement in the application for this Contract regarding (i) confinement in a Hospital, Hospice Facility or Nursing Home; (ii) a diagnosis by a licensed medical professional, licensed physician or health care provider regarding a Terminal Illness; (iii) the intent to sell this Contract to a third party, that has no ongoing familial relationship with the Owner or Annuitant and (iv) the intent to use or the use of the policy for any illegal purpose.

MISSTATEMENT OF AGE OR GENDER

If the age or gender of an Owner or Annuitant has been misstated, any benefits payable will be adjusted to the correct amount that would have been purchased based on the Owner or Annuitant's true age or gender. Age will be calculated as of the last birthday. Any overpayment(s) and underpayment(s) made by the Company will be charged or credited respectively against future payments to be made under the Contract. The Company will charge interest on any overpayments at an effective annual rate of 6%. The Company will credit interest on any underpayments at the effective annual rate of 6%.

ASSIGNMENT

The Owner may not assign any part or all of his, her, or its interest in the Contract.

CLAIMS OF CREDITORS

To the extent allowed by law, the benefits will not be subject to the claims of any creditor.

ADMINISTRATIVE ERROR

The Contract describes the annuity benefits that it provides. No action by the Company, whether by mistake or otherwise, will convey any greater or lesser benefit other than that which was applied for and for which the premium has been paid.

OWNER

The Owner possesses all rights described in the Contract, subject to the Death Benefit provision. In the event there are Joint Owners, all elections and other actions which may be taken by the Owner pursuant to the terms of the Contract require joint action of both Owners. If there are Joint Owners, the election or other action of either Owner alone will be ineffective. Joint Owners must be spouses.

If no Owner is named for the Contract, the Annuitant will be the Owner. Under a qualified plan and all IRA Contracts, the Owner must be the Annuitant (unless the Owner is a trust for the benefit of the Annuitant) and there can be only one Owner and one Annuitant. If at the time of application no Owner is named and there are Joint Annuitants that are spouses, the Joint Annuitants will be the Joint Owners. If there are Joint Annuitants and they are not spouses, an Owner must be named. If there are Joint Annuitants and a non-natural person is named as the Owner, the Joint Annuitants must be spouses.

Prior to the Maturity Date and prior to a death that causes payment of a Death Benefit, the Owner has the right to:

- Name and/or change the Beneficiary(ies) with the Company's consent.
- Change the Owner with the Company's consent.
- Make Withdrawals from and Transfers within the Contract.
- Select the method for distribution of the Death Benefit under the Settlement Options provision.
- Select and/or change a Settlement Option.
- Name a payee to receive payments under a Settlement Option.
- Surrender the Contract and receive the Surrender Value.

When the Owner is ready to exercise any of these rights, the Company must receive the Owner's written instructions in a form and manner acceptable to the Company. These rights may be subject to certain limitations. Contact the Company's Administrative Office for the necessary forms to take any action.

BENEFICIARY

The Beneficiary is the person or persons to whom the Death Benefit may become payable if the Owner dies before the Maturity Date and there is no Joint Owner. Upon the death of the Owner, if no Beneficiary is named or surviving, any Death Benefit will be paid to the surviving Owner or the estate(s) of the Owner(s).

The Owner may name or change a Beneficiary at any time prior to a death that causes payment of the Death Benefit. If the Owner names an irrevocable Beneficiary, certain changes the Owner makes must also include the written consent of the irrevocable Beneficiary. A change of Beneficiary does not bind the Company unless said change is made in writing and received by the Company at its Administrative Office. A change of Beneficiary will be effective on the date the change request was signed, but will be subject to any payments made (including claims paid) or other action taken by the Company before it received written notice of the change. The Owner may select a Settlement Option that cannot be changed by the Beneficiary.

If more than one Beneficiary is named, each named Beneficiary will share in any benefit or rights granted by the Contract, as indicated on the Beneficiary designation. If the Owner provides no other written instructions, all remaining surviving Beneficiaries will share proportionately.

Unless otherwise provided for under the applicable state law, if the Beneficiary dies simultaneously with, or within six (6) days of the person whose death results in payment of the Death Benefit (the Owner, or Annuitant if the Owner is a non-natural person), the Company will pay any such benefits as if the Beneficiary predeceased the said Owner or Annuitant.

If the Beneficiary survives the said Owner or Annuitant by at least six (6) days, but dies before the entire Death Benefit is paid, the Company will pay the remaining Death Benefit in a lump sum to: (1) the payee named by the Beneficiary; or, (2) if no payee was named, to the Beneficiary's Estate.

DEATH BENEFIT

The Death Benefit is the amount payable as a result of death of an Owner (or an Annuitant if the Owner is a non-natural person) before the Maturity Date. The amount of the Death Benefit is determined as of the date of death and equal to the greater of: (a) the Annuity Value; or (b) the Surrender Value. The Company must receive proof of death acceptable to the Company before it will pay the Death Benefit.

DEATH BEFORE THE MATURITY DATE

If an Owner dies before the Maturity Date, the Company will pay the Death Benefit. If the Owner is a non-natural person, such as a trust for the benefit of a natural person, and the Annuitant dies before the Maturity Date, it will be treated as the death of the Owner and the Company will pay the Death Benefit. The manner in which the Company will pay the Death Benefit depends on the relationship and/or status of the person(s) involved in the Contract. The Contract will terminate upon a death that causes payment of the Death Benefit except for the applicable provisions of this section. The Death Benefit will be payable to the first person from the applicable list below:

If the Owner is the Annuitant and the Owner dies:

- The Joint Owner, if any.
- The Beneficiary.

If the Owner is not the Annuitant and the Owner dies:

- The Joint Owner, if any.
- The Beneficiary.

In any event, the Death Benefit shall be paid in accordance with Section 72(s) or Section 401(a) of the Internal Revenue Code.

If the Owner is a non-natural person, the death of any Annuitant is treated as the death of the Owner, as provided in Internal Revenue Code Section 72(s)(6). The Death Benefit will be payable to the first person from the applicable list below:

- The Joint Annuitant, if any.
- The Beneficiary.

If the Owner's surviving Federal Spouse is the designated Beneficiary, the surviving spouse Beneficiary can elect to keep the Contract in force with the surviving Federal Spouse as the new Annuitant. If permitted under applicable state law, the Company will continue the Contract with the Owner's Federal Spouse as the Annuitant and the Owner, as applicable, unless the Owner's Federal Spouse selects a lump sum payment or a Settlement Option.

If the designated Beneficiary of the Death Benefit is someone other than the Owner's surviving Federal Spouse, the Company will pay the Death Benefit in a lump sum to, or for the benefit of, such Beneficiary(ies) within one year, unless such person selects a Settlement Option as provided in the Contract.

In lieu of a lump sum Death Benefit, the individual to whom the Death Benefit is payable may select a Settlement Option within sixty (60) days after the Company has received proof of death. Such payments must begin within one year after the Owner's death, and a) must be in equal amounts over five years; or b) be annual payments distributed over a period of time not extending beyond such person's life or life expectancy.

DEATH AFTER THE MATURITY DATE

See the SETTLEMENT OPTIONS section.

MATURITY DATE

The Maturity Date is the Contract Anniversary following the 105th birthday of the person whose age determined the Issue Age. The Maturity Date is shown on the Data Page and cannot be changed. The Maturity Date is the date payments are required to begin under the Settlement Option.

INCOME TAX QUALIFICATION

The Contract is intended to qualify as an annuity contract for federal income tax purposes. All provisions will be interpreted to maintain such tax qualification despite any other provision to the contrary. The Company has the right to change the Contract as needed or appropriate to maintain the qualification. If required, any change will be filed and approved by the appropriate state insurance department prior to its use. The Company will mail a copy of any such changes made to the Contract to the Owner's last known address.

CONFORMITY WITH APPLICABLE LAWS

The Contract is governed by the laws of the jurisdiction in which it is issued. If any provision of the Contract is in conflict with such laws, such provision will be deemed to be amended to conform with such laws. All values and benefits available under the Contract are at least equal to those required by that jurisdiction.

NONPARTICIPATING

The Contract pays no dividends, and the Owner has no voting rights. It does not share in the Company's profits or surplus.

ANNUAL REPORTS

The Company will send the Owner a statement regarding the Annuity Value, Surrender Value, and activity at least once per year until the Contract terminates. The Annual Report will show any other information required by state or federal laws or regulations.

PREMIUM AND CREDITING RATE STRATEGIES

PREMIUM

The Premium Payment received by the Company, as shown on the Data Page, establishes the Contract. The Premium Payment is allocated by the Owner to the available Crediting Rate Strategies. Additional Premium Payments are not allowed under the Contract. The Contract will continue to be in effect until all values are distributed.

SEPARATE ACCOUNT

Assets supporting the Company's liabilities under the Contract are held in a non-unitized separate account established under Connecticut law. The terms and values of the Contract do not depend on the performance of the assets in the Separate Account. There are no discrete units in the Separate Account. All income, gains and losses, realized and unrealized, of the Separate Account are credited to or charged against the amounts placed in the Separate Account without reference to other income, gains and losses of the Company's General Account. The assets of the Separate Account are owned solely by the Company and the Company is not a trustee with respect to such assets. These assets are not chargeable with liabilities arising out of any other business that the Company may conduct.

CREDITING RATE STRATEGIES

Each Crediting Rate Strategy is added to and made a part of the Contract by rider. After the Company has established a Crediting Rate Strategy, Transfers into the Crediting Rate Strategy will be allowed in accordance with the provisions of the Contract and the rider. The rider shall establish the method by which interest is credited. The Company reserves the right to add additional Crediting Rate Strategies, or cease offering one or more of the Crediting Rate Strategies at any time

Except for the One-Year Term Period under the Guaranteed Fixed Rate Strategy, the Company may cease to accept Transfers or renewals to a specific Crediting Rate Strategy at any time. The Company will always offer the One-Year Term Period under the Guaranteed Fixed Rate Strategy.

The Owner should refer to the Crediting Rate Strategy Riders for additional information, including any limitations and restrictions that may apply to the Contract.

MINIMUM GUARANTEED SURRENDER VALUE

MINIMUM GUARANTEED SURRENDER VALUE

On the Contract Issue Date the Minimum Guaranteed Surrender Value equals 87.50% of the Premium Payment received. On any given day after the Contract Issue Date, the Minimum Guaranteed Surrender Value equals:

- (a) the Minimum Guaranteed Surrender Value as of the previous day,
- (b) plus daily interest credited since the previous day at the Minimum Guaranteed Interest Rate,
- (c) less partial Withdrawals since the previous day,
- (d) less any applicable Rider Charges.

SURRENDER, WITHDRAWALS, TERMINATION AND CHARGES

SURRENDER

The Owner may surrender the Contract at any time for its Surrender Value. A Withdrawal that equals the Surrender Value will be treated as a Surrender of the Contract and will terminate all of the Company's obligations under the Contract. The Company may defer payment of any Surrender for up to six (6) months, contingent on approval by the insurance supervisory official of the state where the contract is issued, if such approval is required by state law.

SURRENDER CHARGES

The Company may assess a Surrender Charge on Surrender or on amounts withdrawn which are in excess of the Penalty Free Withdrawal Amount. The Surrender Charge will be determined by multiplying the applicable surrender charge percentage, by each portion of the excess, based on the current Contract Year. The Surrender Charge Percentage for each Contract Year is shown on the Data Page.

RECOVERED SURRENDER CHARGES

Upon Surrender, Recovered Surrender Charges will be deducted from the Annuity Value, as used in the calculation of the Surrender Value. Recovered Surrender Charges are Surrender Charges that were not assessed to Penalty Free Withdrawals taken during the 12 months prior to the date of Surrender.

WAIVER OF SURRENDER CHARGES

After the Waiver of Surrender Charge Threshold, the Company will waive Surrender Charges and any applicable Market Value Adjustments if the Owner elects to exchange the Contract for a contract form offered for this purpose by the Company at such time. At any time, the Company may change or discontinue the offer of contract forms for this purpose.

WITHDRAWALS

The Owner may request a Withdrawal at any time: a) following 14 days after the Contract Issue Date; and b) at or before the Maturity Date. Any Withdrawals must be made by written request and must include any tax withholding and information reporting data the Company may reasonably require. Withdrawals may not exceed the Surrender Value. The Company will use the Annuity Value as of the date of Withdrawal in determining whether a Surrender Charge or any applicable Market Value Adjustment will apply. The minimum amount for each Withdrawal is [\$500] or the Minimum Required Distribution, if lower.

Withdrawals will automatically be deducted from each Crediting Rate Strategy based on the percentage of the Annuity Value it represents.

The Company may defer payment of any Withdrawal for up to six (6) months, contingent on approval by the insurance supervisory official of the state where the contract is issued, if such approval is required by state law.

PENALTY FREE WITHDRAWALS

A portion of the Annuity Value may be withdrawn free of any Surrender Charge and any applicable Market Value Adjustment, subject to the Penalty Free Withdrawal Percentage as shown on the Data Page. This portion is called the Penalty Free Withdrawal Amount. Any Withdrawals taken during the Contract Year up to the Penalty Free Withdrawal Amount will be considered Penalty Free Withdrawals.

In the first Contract Year, the Penalty Free Withdrawal Amount is limited to the Minimum Required Distribution associated with the Contract, if any, as defined in the Internal Revenue Code, for certain qualified plan (including IRA) contracts, in that Contract Year.

In each subsequent Contract Year, the Penalty Free Withdrawal Amount is equal to the greater of (a) and (b), where:

- (a) The Penalty Free Withdrawal Percentage multiplied by the Annuity Value as of the last Contract Anniversary, reduced by any Penalty Free Withdrawals taken during the Contract Year.
- (b) The Minimum Required Distribution associated with the Contract, reduced by any Penalty Free Withdrawals taken during the Contract Year.

Any Withdrawals taken in excess of the Penalty Free Withdrawal Amount may be subject to a Surrender Charge and any applicable Market Value Adjustment.

AUTOMATIC SURRENDER

If the Annuity Value is reduced to zero, the Contract will immediately terminate, unless otherwise determined by an attached rider, amendment, or endorsement. The Company will mail notice to the Owner at the Owner's last known address on file at the Company's Administrative Office. If the Annuity Value falls below the Minimum Remaining Annuity Value, it will be treated as a request for Surrender, unless otherwise determined by an attached rider. The Minimum Remaining Annuity Value is shown on the Data Page.

SETTLEMENT OPTIONS

SETTLEMENT OPTION BENEFIT AMOUNT

On or before the Maturity Date, the Owner may elect any one of the Settlement Options as described in the section. On the Maturity Date, the Company will begin a series of payments to the Owner based on the Settlement Option shown on the Data Page, unless otherwise changed by the Owner. The amount of each Settlement Option payment will be equal to the Settlement Option Benefit Amount, as described below, divided by 1,000 and then multiplied by the applicable annuity payment option rates.

If the amount to be applied on the Maturity Date would result in monthly payments of less than \$20, the Company has the right to pay such amount to the Owner in one lump sum in lieu of providing such annuity. The Company also has the right to change the annuity payment frequency to annual if the monthly annuity payment would otherwise be less than \$20.

The Settlement Option Benefit Amount will be the greater of:

- a) Annuity Value, adjusted for any applicable premium-related taxes, fees, or assessments imposed by any Federal, State or Municipal taxing authority; or
- b) Surrender Value, adjusted for any applicable premium-related taxes, fees, or assessments imposed by any Federal, State or Municipal taxing authority.

A premium tax (or similar tax) may be required based on the laws of the state of delivery or the state where the Owner resides on the Contract Issue Date. The charge, if any, will be deducted either from the Premium Payment or from the Settlement Option Benefit Amount if and when such tax is incurred by the Company. The Company will pay any premium tax due and will reimburse itself upon the earlier of Withdrawal, Surrender, payment of death proceeds or the Maturity Date. In any such payment, the Company will deduct a pro rata amount of the tax based upon the ratio of the amount withdrawn to the Annuity Value.

SETTLEMENT OPTIONS

Election of a Settlement Option must be made by written request. The Company reserves the right to issue a supplementary contract by the Company or an affiliate reflecting the terms of the Settlement Option elected. The Company has the right to require proof of age and gender of any person on whose life payments depend, as well as proof of the continued survival of any such person. The recipient of the settlement may not change the Settlement Option elected after the first Settlement Option payment is made. Where the election of a Settlement Option is made by the Beneficiary of any death benefit payable as allowed under the Contract, the term "Annuitant" as used below shall refer to such Beneficiary.

Life Annuity with Specified Period Certain

A fixed payout annuity payable monthly while the Annuitant is living or, if later, the end of the specified period certain. The period certain may be specified as 5, 10, or 20 years. The period certain must be elected at the time this option is elected.

Non-Refund Life Annuity

A fixed payout annuity payable monthly while the Annuitant is living and ending with the last Life payment due preceding the date of the Annuitant's death.

Joint and Survivorship Life Annuity

A fixed payout annuity payable monthly while the Annuitant and the designated Joint Annuitant are living, continuing thereafter during the lifetime of the survivor and ending with the last Life payment due preceding the date of the Joint Annuitant's death. The amount to be continued to the survivor is 100% of the joint annuity payment. The designated Joint Annuitant must be designated at the time this option is elected and must be at least 40 years of age.

Installment Refund Life Annuity

A fixed payout annuity payable monthly while the Annuitant is living or, if later, the date the Settlement Option payments made under this option total an amount which refunds the Settlement Option Benefit Amount. If the Annuitant is not living when the final payment falls due, that payment will be limited to the amount which needs to be added to the payments already made to equal the Settlement Option Benefit Amount.

Joint and Survivorship Life Annuity with 10-Year Period Certain

A fixed payout annuity payable monthly while either the Annuitant or designated Joint Annuitant is living and ending with the last Life payment due preceding the date of the Joint Annuitant's death, or if later, the end of 10 years. The designated Joint Annuitant must be designated at the time this option is elected and must be at least 40 years of age.

Payments for a Specified Period

Equal income installments for a specified period of years are paid and are not dependent on the continuation of a life whether the payee lives or dies. The period certain specified must be in whole numbers of years from 10 to 30.

Payments of a Specified Amount

Equal income installments of a specified amount are paid until the principal sum remaining under the Settlement Option Benefit Amount is less than the amount of the installment. When that happens, the principal sum remaining will be paid as a final payment. The amount specified must provide for payments for a period of at least 5 years.

Other Options

The Company may offer other Settlement Options or alternative versions of the options listed above.

TABLES OF ANNUITY PAYMENT OPTION FACTORS

The tables in this section show the guaranteed minimum monthly annuity payment option rates. The guaranteed annuity payment option rates for all life contingent options are based on the 2000 Individual Annuity Mortality Table with a 10-year age setback and an interest rate of 2.5%. The options for Payment for a Specified Period and Payment of a Specified Amount are based on an interest rate of 1.5%.

If the Company's rates in effect on the Maturity Date are more favorable, the Company will use those rates, referred to as the current annuity payment option rates. Amounts for payment frequencies, periods or ages not shown will be furnished upon request. The term "age" as used in the tables refers to the actual age of the Annuitant on the Maturity Date.

Life Annuity with Specified Period Certain Non-Refund Life Annuity Installment Refund Life Annuity

Age	Male					Female				
	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life
		5-Year	10-Year	20-Year			5-Year	10-Year	20-Year	
40	2.90	2.90	2.89	2.89	2.85	2.79	2.79	2.79	2.78	2.76
45	3.05	3.05	3.05	3.03	2.99	2.92	2.92	2.92	2.91	2.88
50	3.24	3.24	3.24	3.21	3.15	3.08	3.08	3.08	3.06	3.02
55	3.49	3.48	3.47	3.42	3.35	3.28	3.28	3.28	3.25	3.20
60	3.79	3.79	3.76	3.67	3.58	3.54	3.54	3.53	3.48	3.41
65	4.18	4.17	4.13	3.97	3.87	3.87	3.87	3.85	3.76	3.68
70	4.69	4.67	4.61	4.30	4.24	4.31	4.30	4.26	4.09	4.01
75	5.40	5.36	5.21	4.63	4.68	4.90	4.88	4.81	4.45	4.44
80	6.38	6.28	5.97	4.92	5.24	5.73	5.68	5.51	4.80	4.98
85	7.73	7.49	6.82	5.12	5.93	6.94	6.81	6.41	5.07	5.67
90	9.61	9.04	7.70	5.22	6.78	8.73	8.38	7.42	5.21	6.55
95	12.24	10.90	8.46	5.27	7.84	11.40	10.40	8.32	5.26	7.65
100	15.82	12.87	8.98	5.27	9.14	15.19	12.60	8.92	5.27	8.96
105	20.63	14.74	9.27	5.27	10.83	19.99	14.52	9.25	5.27	10.58

Joint and Survivorship Life Annuity – 100% to Survivor

Female Age	Male Age													
	40	45	50	55	60	65	70	75	80	85	90	95	100	105
40	2.65	2.69	2.72	2.74	2.75	2.76	2.77	2.78	2.78	2.78	2.79	2.79	2.79	2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.92	2.92	2.92	2.92
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07	3.08	3.08	3.08
55	2.79	2.88	2.97	3.05	3.11	3.16	3.20	3.23	3.25	3.26	3.27	3.28	3.28	3.28
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.51	3.52	3.53	3.53	3.54
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.83	3.85	3.86	3.87
70	2.86	2.99	3.14	3.31	3.49	3.66	3.83	3.98	4.09	4.18	4.23	4.26	4.28	4.30
75	2.87	3.01	3.18	3.37	3.58	3.81	4.05	4.28	4.48	4.63	4.74	4.81	4.85	4.87
80	2.88	3.03	3.20	3.41	3.65	3.93	4.25	4.58	4.89	5.17	5.38	5.52	5.61	5.66
85	2.89	3.04	3.22	3.44	3.70	4.03	4.41	4.84	5.31	5.76	6.15	6.44	6.64	6.77
90	2.89	3.04	3.23	3.46	3.74	4.09	4.52	5.05	5.67	6.34	6.99	7.56	7.99	8.29
95	2.89	3.05	3.24	3.47	3.76	4.13	4.60	5.20	5.95	6.84	7.80	8.76	9.59	10.24
100	2.90	3.05	3.24	3.48	3.78	4.15	4.64	5.29	6.13	7.19	8.45	9.84	11.21	12.43
105	2.90	3.05	3.24	3.48	3.78	4.16	4.67	5.34	6.24	7.41	8.89	10.66	12.57	14.47

Joint Survivor Life Annuity with 10 Year Period Certain – 100% to Survivor

Female Age	Male Age													
	40	45	50	55	60	65	70	75	80	85	90	95	100	105
40	2.65	2.69	2.72	2.74	2.75	2.76	2.77	2.78	2.78	2.78	2.79	2.79	2.79	2.79
45	2.71	2.76	2.80	2.84	2.86	2.88	2.89	2.90	2.91	2.91	2.91	2.92	2.92	2.92
50	2.75	2.82	2.89	2.94	2.98	3.01	3.04	3.05	3.06	3.07	3.07	3.08	3.08	3.08
55	2.79	2.88	2.97	3.04	3.11	3.16	3.20	3.23	3.25	3.26	3.27	3.27	3.28	3.28
60	2.82	2.93	3.04	3.15	3.24	3.33	3.40	3.45	3.48	3.50	3.52	3.52	3.53	3.53
65	2.84	2.96	3.09	3.23	3.37	3.50	3.61	3.70	3.76	3.80	3.82	3.84	3.85	3.85
70	2.86	2.99	3.14	3.31	3.48	3.66	3.83	3.98	4.09	4.17	4.21	4.24	4.25	4.26
75	2.87	3.01	3.17	3.36	3.58	3.81	4.05	4.27	4.47	4.61	4.71	4.76	4.79	4.80
80	2.88	3.03	3.20	3.41	3.65	3.93	4.24	4.56	4.87	5.12	5.31	5.42	5.48	5.51
85	2.89	3.04	3.22	3.44	3.70	4.02	4.39	4.82	5.26	5.67	5.99	6.21	6.33	6.39
90	2.89	3.04	3.23	3.45	3.73	4.08	4.50	5.01	5.58	6.15	6.66	7.04	7.26	7.38
95	2.89	3.04	3.23	3.46	3.75	4.11	4.56	5.12	5.79	6.50	7.18	7.72	8.07	8.25
100	2.89	3.05	3.24	3.47	3.76	4.12	4.59	5.18	5.90	6.70	7.49	8.15	8.59	8.83
105	2.89	3.05	3.24	3.47	3.76	4.13	4.60	5.21	5.95	6.79	7.64	8.36	8.86	9.14

Payments for a Specified Period

Number of Years	Annual Installment	Monthly Installment
10	106.83	8.96
11	97.83	8.21
12	90.33	7.58
13	83.98	7.05
14	78.55	6.59
15	73.84	6.20
16	69.72	5.85
17	66.09	5.55
18	62.86	5.27
19	59.98	5.03
20	57.38	4.81
25	47.55	3.99
30	41.02	3.44

DATA PAGE

Contract Number: [P0012345]		
Owner(s) Name: [John Doe]	Birth Date(s): [January 1, 1976]	
[Jane Doe]	[January 5, 1976]	
Annuitant(s) Name(s): [Jim Smith]	Birth Date(s): [January 10, 1976]	Contract Issue Date: [February 1, 2011]
[Mary Smith]	[January 15, 1976]	Contract Anniversary: [February 1]
Beneficiary: As stated in the copy of the Application attached to this Contract unless subsequently changed in compliance with this Contract's provision.		

Settlement Option: [Life Annuity with 10 Year Period Certain] (For more details see the Settlement Options section.)
Maturity Date: [February 1, 2081]

Crediting Rate Strategy(ies)	Initial Premium Allocated	Term Period	Cap*	Participation Rate*	Minimum Guaranteed Interest Rate
[Point-to-Point with Cap Strategy]	[\$2,500.00]	[1]	[XX% annual]	[XX%]	[X.XX%]
[Point-to-Point with Multiplier Strategy [†]]	[\$0]	[1]	[XX% annual]	[N/A]	[X.XX%]
[Gold Strategy]	[\$0]	[1]	[XX% annual]	[XX%]	[X.XX%]
[Monthly Averaging Blended Strategy ^{††}]	[\$2,500.00]	[3]	[XX% triennial]	[XX%]	[X.XX%]
[Guaranteed Fixed Rate Strategy – [One-Year] Term Period ^{**}]	[\$5,000.00]		[N/A]	[N/A]	[X.XX%]
Total Initial Premium Paid:	[\$10,000.00]				

*The Caps and/or Participation Rates are declared in advance and guaranteed only for the initial Term Period.

**Any premium allocation to the Guaranteed Fixed Rate Strategy will be credited with an annualized interest rate of [X.XX%] from [February 1, 2011 to January 31, 2012]. The Minimum Guaranteed Fixed Rate is [1.00%] for each Contract Year until the Maturity Date. The Company may, at its discretion, declare current annualized interest rates in excess of the Minimum Guaranteed Fixed Rate.

[†]The Multiplier is [1] and guaranteed only for the initial Term Period.]

^{††}The Spread is [18%] and guaranteed only for the initial Term Period.]

[For the Point-to-Point with Cap Strategy, the Minimum Participation Rate is [100%] and the Minimum Cap is [1.00%.]

[For the Point-to-Point with Multiplier Strategy, the Minimum Cap is [1.00%] and the Minimum Multiplier is [1].]

[For the Gold Strategy, the Minimum Participation Rate is [100%] and the Minimum Cap is [1.00%.]

[For the Monthly Averaging Blended Strategy, the Minimum Participation Rate is [100%], the Minimum Cap is [X.XX%] and the Maximum Spread is [18%.]

Maximum Fixed Strategy Allocation Percentage: [100%]

Minimum Remaining Annuity Value: [\$1,000.00]

Penalty Free Withdrawal Percentage: [10%]

Waiver of Surrender Charge Threshold: [first Contract Year]

Prior Confinement Period: [12 months prior to the Contract Issue Date]

Waiting Period: [1 Contract Year]

Elimination Period: [90 consecutive days]

[Income Rider:

The Minimum Election Age is [50] years old
The Roll-Up Rate is [X.XX%]
The Initial Roll-Up Period is [the first 10 Contract Years]
The Subsequent Roll-Up Period is [10 Contract Years]
The Guaranteed Minimum Restart Roll-Up Rate is [X.XX%]

The Rider Charge Percentage is [X.XX%]
The Maximum Rider Charge Percentage is [X.XX%]

The Owner has elected the [Single Life Option] at time of application. The Guaranteed Income Withdrawal Percentage is based on the youngest Covered Person’s age on the Rider Exercise Date, as follows: age [50–54] [X.XX%]; [55–59] [X.XX%]; [60–64] [X.XX%]; [65–69] [X.XX%]; [70–74] [X.XX %]; [75–79] [X.XX %]; [80–84] [X.XX%]; [85–89] [X.XX%]; and 90+ [X.XX %].]

Surrender Charge Schedule

Surrender Charges Based on Contract Year										
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
[12%]	[12%]	[12%]	[11%]	[10%]	[9%]	[8%]	[7%]	[6%]	[5%]	[0%]

The information regarding the Owner, Beneficiary, Annuitant, Settlement Option, and Maturity Date is subject to any change submitted and on record.

Riders and Endorsements attached:

- [Guaranteed Fixed Rate Strategy Rider, 11GFR]
- [Point-to-Point with Cap Strategy Rider, 11PTPC]
- [Point-to-Point With Multiplier Strategy Rider, 11PTPM]
- [Gold Strategy Rider, 11GOLD]
- [Monthly Averaging Blended Strategy Rider, 11MNTHBL]
- [Income Rider, 11GLWB]
- [Market Value Adjustment Amendment, 11MVA]
- [Confinement Waiver Amendment, 11WSC]
- [Individual Retirement Annuity Endorsement, PHL-IRA]
- [ROTH Individual Retirement Annuity Endorsement, PHL-ROTH]

DATA PAGE

Contract Number: [P0012345]		
Owner(s) Name: [John Doe]	Birth Date(s): [January 1, 1976]	
[Jane Doe]	[January 5, 1976]	
Annuitant(s) Name(s): [Jim Smith]	Birth Date(s): [January 10, 1976]	Contract Issue Date: [February 1, 2011]
[Mary Smith]	[January 15, 1976]	Contract Anniversary: [February 1]
Beneficiary: As stated in the copy of the Application attached to this Contract unless subsequently changed in compliance with this Contract's provision.		

Settlement Option: [Life Annuity with 10 Year Period Certain] (For more details see the Settlement Options section.)

Maturity Date: [February 1, 2081]

Crediting Rate Strategy(ies)	Initial Premium Allocated	Term Period	Cap*	Participation Rate*	Minimum Guaranteed Interest Rate	Initial Bonus Allocated ¹
[Point-to-Point with Cap Strategy]	[\$2,500.00]	[1]	[XX% annual]	[XX%]	[X.XX%]	[\$200.00]
[Point-to-Point with Multiplier Strategy ⁺]	[\$0]	[1]	[XX% annual]	[N/A]	[X.XX%]	[\$0]
[Gold Strategy]	[\$0]	[1]	[XX% annual]	[XX%]	[X.XX%]	
[Monthly Averaging Blended Strategy ⁺⁺]	[\$2,500.00]	[3]	[XX% triennial]	[XX%]	[X.XX%]	[\$200.00]
[Guaranteed Fixed Rate Strategy – [One-Year] Term Period ^{**}]	[\$5,000.00]		[N/A]	[N/A]	[X.XX%]	[\$400.00]
Total Initial Premium Paid:	[\$10,000.00]					[\$800.00]

*The Caps and/or Participation Rates are declared in advance and guaranteed only for the initial Term Period.

**Any premium allocation to the Guaranteed Fixed Rate Strategy will be credited with an annualized interest rate of [X.XX%] from [February 1, 2011 to January 31, 2012]. The Minimum Guaranteed Fixed Rate is [1.00%] for each Contract Year until the Maturity Date. The Company may, at its discretion, declare current annualized interest rates in excess of the Minimum Guaranteed Fixed Rate.

⁺The Multiplier is [1] and guaranteed only for the initial Term Period.]

⁺⁺The Spread is [18%] and guaranteed only for the initial Term Period.]

[For the Point-to-Point with Cap Strategy, the Minimum Participation Rate is [100%] and the Minimum Cap is [1.00%.]

[For the Point-to-Point with Multiplier Strategy, the Minimum Cap is [1.00%] and the Minimum Multiplier is [1].]

[For the Gold Strategy, the Minimum Participation Rate is [100%] and the Minimum Cap is [1.00%.]

[For the Monthly Averaging Blended Strategy, the Minimum Participation Rate is [100%], the Minimum Cap is [X.XX%] and the Maximum Spread is [18%.]

Maximum Fixed Strategy Allocation Percentage: [100%]

Minimum Remaining Annuity Value: [\$1,000.00]

Penalty Free Withdrawal Percentage: [10%]

Waiver of Surrender Charge Threshold: [first Contract Year]

Waiver of Surrender Charge Vesting Threshold: [eighth Contract Year]

Vesting Threshold: [third Contract Year]

Prior Confinement Period: [12 months prior to the Contract Issue Date]

Waiting Period: [1 Contract Year]

Elimination Period: [90 consecutive days]

[Income Rider:

The Minimum Election Age is [50] years old.
The Roll-Up Rate is [X.XX%]
The Initial Roll-Up Period is [the first 10 Contract Years]
The Subsequent Roll-Up Period is [10 Contract Years]
The Guaranteed Minimum Restart Roll-Up Rate is [X.XX%]

The Rider Charge Percentage is [X.XX%]
The Maximum Rider Charge Percentage is [X.XX%]

The Owner has elected the [Single Life Option] at time of application. The Guaranteed Income Withdrawal Percentage is based on the youngest Covered Person’s age on the Rider Exercise Date, as follows: age [50–54] [X.XX%]; [55–59] [X.XX%]; [60–64] [X.XX%]; [65–69] [X.XX%]; [70–74] [X.XX %]; [75–79] [X.XX %]; [80–84] [X.XX%]; [85–89] [X.XX%]; and 90+ [X.XX %].]

Surrender Charge Schedule

Surrender Charges Based on Contract Year										
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
[14%]	[14%]	[13%]	[12%]	[11%]	[9%]	[8%]	[7%]	[6%]	[5%]	[0%]

Vesting Schedule

Vesting Schedule Based on Contract Year and Percentage of Non-Vested Bonus Value										
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
[0%]	[0%]	[0%]	[0%]	[0%]	[14%]	[28%]	[42%]	[56%]	[70%]	[84%]

Year 12
[100%]

¹The Premium Bonus Percentage is [8.00%]. The Non-Vested Bonus Value vests according to the above Vesting Schedule.

The information regarding the Owner, Beneficiary, Annuitant, Settlement Option, and Maturity Date is subject to any change submitted and on record.

Riders and Endorsements attached:

- [Guaranteed Fixed Rate Strategy Rider, 11GFR]
- [Point-to-Point with Cap Strategy Rider, 11PTPC]
- [Point-to-Point With Multiplier Strategy Rider, 11PTPM]
- [Gold Strategy Rider, 11GOLD]
- [Monthly Averaging Blended Strategy Rider, 11MNTHBL]
- [Income Rider, 11GLWB]
- [Vesting Bonus Rider, 11VBR]
- [Market Value Adjustment Amendment, 11MVA]
- [Confinement Waiver Amendment, 11WSC]
- [Individual Retirement Annuity Endorsement, PHL-IRA]
- [ROTH Individual Retirement Annuity Endorsement, PHL-ROTH]

DATA PAGE

Contract Number: [P0012345]		
Owner(s) Name: [John Doe]	Birth Date(s): [January 1, 1976]	
[Jane Doe]	[January 5, 1976]	
Annuitant(s) Name(s): [Jim Smith]	Birth Date(s): [January 10, 1976]	Contract Issue Date: [February 1, 2011]
[Mary Smith]	[January 15, 1976]	Contract Anniversary: [February 1]
Beneficiary: As stated in the copy of the Application attached to this Contract unless subsequently changed in compliance with this Contract's provision.		

Settlement Option: [Life Annuity with 10 Year Period Certain] (For more details see the Settlement Options section.)
Maturity Date: [February 1, 2081]

Crediting Rate Strategy(ies)	Initial Premium Allocated	Term Period	Cap*	Participation Rate*	Minimum Guaranteed Interest Rate	Initial Bonus Allocated ¹
[Point-to-Point with Cap Strategy]	[\$2,500.00]	[1]	[XX% annual]	[XX%]	[X.XX%]	[\$300.00]
[Point-to-Point with Multiplier Strategy ⁺]	[\$0]	[1]	[XX% annual]	[N/A]	[X.XX%]	[\$0]
[Gold Strategy]	[\$0]	[1]	[XX% annual]	[XX%]	[X.XX%]	
[Monthly Averaging Blended Strategy ⁺⁺]	[\$2,500.00]	[3]	[XX% triennial]	[XX%]	[X.XX%]	[\$300.00]
[Guaranteed Fixed Rate Strategy – [One-Year] Term Period ^{**}]	[\$5,000.00]		[N/A]	[N/A]	[X.XX%]	[\$600.00]
Total Initial Premium Paid:	[\$10,000.00]					[\$1,200.00]

*The Caps and/or Participation Rates are declared in advance and guaranteed only for the initial Term Period.

**Any premium allocation to the Guaranteed Fixed Rate Strategy will be credited with an annualized interest rate of [X.XX%] from [February 1, 2011 to January 31, 2012]. The Minimum Guaranteed Fixed Rate is [1.00%] for each Contract Year until the Maturity Date. The Company may, at its discretion, declare current annualized interest rates in excess of the Minimum Guaranteed Fixed Rate.

⁺The Multiplier is [1] and guaranteed only for the initial Term Period.]

⁺⁺The Spread is [18%] and guaranteed only for the initial Term Period.]

[For the Point-to-Point with Cap Strategy, the Minimum Participation Rate is [100%] and the Minimum Cap is [1.00%.]

[For the Point-to-Point with Multiplier Strategy, the Minimum Cap is [1.00%] and the Minimum Multiplier is [1].]

[For the Gold Strategy, the Minimum Participation Rate is [100%] and the Minimum Cap is [1.00%.]

[For the Monthly Averaging Blended Strategy, the Minimum Participation Rate is [100%], the Minimum Cap is [X.XX%] and the Maximum Spread is [18%.]

Maximum Fixed Strategy Allocation Percentage: [100%]

Minimum Remaining Annuity Value: [\$1,000.00]

Penalty Free Withdrawal Percentage: [10%]

Waiver of Surrender Charge Threshold: [first Contract Year]

Waiver of Surrender Charge Vesting Threshold: [tenth Contract Year]

Vesting Threshold: [third Contract Year]

Prior Confinement Period: [12 months prior to the Contract Issue Date]

Waiting Period: [1 Contract Year]

Elimination Period: [90 consecutive days]

[Income Rider:

The Minimum Election Age is [50] years old
The Roll-Up Rate is [X.XX%]
The Initial Roll-Up Period is [the first 10 Contract Years]
The Subsequent Roll-Up Period is [10] Contract Years
The Guaranteed Minimum Restart Roll-Up Rate is [X.XX%]

The Rider Charge Percentage is [X.XX%]
The Maximum Rider Charge Percentage is [X.XX%]

The Owner has elected the [Single Life Option] at time of application. The Guaranteed Income Withdrawal Percentage is based on the youngest Covered Person’s age on the Rider Exercise Date, as follows: age [50–54] [X.XX%]; [55–59] [X.XX%]; [60–64] [X.XX%]; [65–69] [X.XX%]; [70–74] [X.XX%]; [75–79] [X.XX%]; [80–84] [X.XX%]; [85–89] [X.XX%]; and 90+ [X.XX %].]

Surrender Charge Schedule

Surrender Charges Based on Contract Year										
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
[15%]	[15%]	[14%]	[13%]	[12%]	[10%]	[9%]	[8%]	[7%]	[6%]	[0%]

Vesting Schedule

Vesting Schedule Based on Contract Year and Percentage of Non-Vested Bonus Value										
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
[0%]	[0%]	[0%]	[0%]	[0%]	[10%]	[20%]	[30%]	[40%]	[50%]	[60%]

Year 12	Year 13	Year 14	Year 15
[70%]	[80%]	[90%]	[100%]

¹The Premium Bonus Percentage is [12.00%]. The Non-Vested Bonus Value vests according to the above Vesting Schedule.

The information regarding the Owner, Beneficiary, Annuitant, Settlement Option, and Maturity Date is subject to any change submitted and on record.

Riders and Endorsements attached:

- [Guaranteed Fixed Rate Strategy Rider, 11GFR]
- [Point-to-Point with Cap Strategy Rider, 11PTPC]
- [Point-to-Point With Multiplier Strategy Rider, 11PTPM]
- [Gold Strategy Rider, 11GOLD]
- [Monthly Averaging Blended Strategy Rider, 11MNTHBL]
- [Income Rider, 11GLWB]
- [Vesting Bonus Rider, 11VBR]
- [Market Value Adjustment Amendment, 11MVA]
- [Confinement Waiver Amendment, 11WSC]
- [Individual Retirement Annuity Endorsement, PHL-IRA]
- [ROTH Individual Retirement Annuity Endorsement, PHL-ROTH]

PHL Variable Insurance Company

Home Office: [One American Row, Hartford, CT 06102]
Administrative Office: [P.O. Box 81728, Lincoln, NE 68501• Telephone (877) 549-7663 (Toll Free)]

VESTING BONUS RIDER

This Rider is part of the Contract to which it is attached at time of issue and takes effect on the Contract Issue Date. This Rider is subject to the terms, conditions, and provisions contained in the Contract. This Rider supersedes any conflicting provisions in the Contract, or attached riders.

RIDER BENEFIT

This Rider provides for a Premium Bonus that vests into the Annuity Value over time, according to the Vesting Schedule shown on the Data Page. The Premium Bonus is fully vested into the Annuity Value at the beginning of the last year of the Vesting Schedule.

PREMIUM BONUS

On the Contract Issue Date, the Premium Bonus is an amount equal to the Premium Payment multiplied by the Premium Bonus Percentage shown on the Data Page.

NON-VESTED BONUS VALUE

The portion of the Premium Bonus not yet included in the Annuity Value is referred to as the Non-Vested Bonus Value. Although not yet included in the calculation of the Annuity Value, the Non-Vested Bonus Value is allocated among the Crediting Rate Strategies in the same proportion as the Annuity Value. The Non-Vested Bonus Value's allocation among the Crediting Rate Strategies will change in the same proportion as the corresponding Annuity Value as the result of any Withdrawal, Transfer or renewal.

On the Contract Issue Date, the Non-Vested Bonus Value is equal to the Premium Bonus amount multiplied by one minus the Vesting Bonus Percentage in the first Contract Year, as shown on the Data Page.

After the Contract Issue Date, the Non-Vested Bonus Value equals:

- The Non-Vested Bonus Value on the Contract Issue Date;
- Plus any interest credited to the Non-Vested Bonus Value under any applicable Crediting Rate Strategy;
- Minus any amounts deducted for Gross Withdrawals;
- Minus any Vested Bonus Amounts.

A portion of the Non-Vested Bonus Value vests at the beginning of each Contract Year according to the Vesting Schedule and is credited to the Annuity Value. The Vesting Schedule is shown on the Data Page.

Interest credited to the Non-Vested Bonus Value does not represent gain for tax purposes until: (a) it vests according to the Vesting Bonus Schedule; or (b) it is applied to the Death Benefit, Waiver of Surrender Charges or the Settlement Option Benefit Amount as described in this Rider.

VESTED BONUS AMOUNT

The Vested Bonus Amount is the amount of the Premium Bonus that is added to the Annuity Value each Contract Year. On each Contract Anniversary, the Vested Bonus Amount is calculated as described below and added to the Annuity Value:

- The Non-Vested Bonus Value on the last day of the Contract Year, after any interest is credited under any applicable Crediting Rate Strategy,
- multiplied by the increase in the Vesting Bonus Percentage over the previous Contract Year,
- divided by, 1 minus the prior Contract Year's Vesting Bonus Percentage, as shown on the Data Page.

At the time of vesting, the Vested Bonus Amount is allocated to the Crediting Rate Strategies in the same proportion as the Annuity Value is allocated.

DEATH BENEFIT

After the Vesting Threshold and while this Rider is in effect, the calculation of the Death Benefit will include the remaining Non-Vested Bonus Value as part of the Annuity Value. The Vesting Threshold is shown on the Data Page.

WAIVER OF SURRENDER CHARGES

This provision applies only if the Contract contains a Waiver of Surrender Charges provision. After the Waiver of Surrender Charge Vesting Threshold and while this Rider is in effect, the amount available for the exchange will include the Non-Vested Bonus Value. The Waiver of Surrender Charge Vesting Threshold is shown on the Data Page.

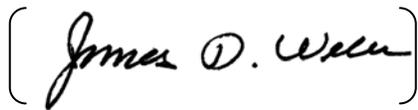
SETTLEMENT OPTIONS - BENEFIT AMOUNT

While this Rider is in effect, the calculation of the Settlement Option Benefit Amount will include the remaining Non-Vested Bonus Value as part of the Annuity Value.

RIDER TERMINATION

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

- (a) the date the attached Contract terminates for any reason;
- (b) the date Settlement Option payments begin under the Contract;
- (c) the date the Owner assigns any or all interest in the Contract to which this rider is attached.



[President]



[Secretary]

PHL Variable Insurance Company

Home Office: [One American Row, Hartford, CT 06102]
Administrative Office: [P.O. Box 81728, Lincoln, NE 68501 • Telephone (877) 549-7663 (Toll Free)]

GOLD STRATEGY RIDER

THE RIDER

This Rider takes effect on the Contract Issue Date of the Contract to which it is attached. Nothing contained in this Rider will be held to change, waive or extend any provisions of the Contract unless otherwise specified.

This Rider establishes the Gold Strategy for the Contract to which it is attached. The interest crediting rate for this Crediting Rate Strategy uses the Gold Commodity Price on the Allocation Date and the last day of the Term Period as part of its calculation. Any interest is credited on the last day of the Term Period.

If the Rider and Contract define the same term, the definition contained in this Rider will apply. The terms of the Rider apply as of the first Allocation Date associated with this Crediting Rate Strategy. The Premium Payment, any Transfers and renewals allocated to this Crediting Rate Strategy may be further apportioned among the Term Period(s) available. The Premium Payment, Transfers and renewals will be applied to the selected Term Period(s) on the Allocation Dates determined by the Company.

ALLOCATION DATE

The Allocation Date is the first day of a given Term Period. It is the date declared by the Company for the allocation of the Premium Payment, each Transfer or renewal into a Term Period under this Crediting Rate Strategy. The Allocation Date occurs within 32 days after: a) the Company's Administrative Office receives the Premium Payment; or b) the date of Transfer or renewal.

TERM PERIOD

The Term Period is the length of time that the Strategy Value must remain invested in the Crediting Rate Strategy in order to calculate the interest, if any. Each Term Period begins on the Allocation Date and expires on the same calendar day in the last calendar year of that Term Period. The initial Term Period is shown on the Data Page. Subsequent Term Periods will be determined upon the completion of the most recent Term Period

STRATEGY VALUE

Initially, the Strategy Value for the Gold Strategy is equal to the portion of the Annuity Value allocated to this Crediting Rate Strategy on the Contract Issue Date.

Thereafter, on each Contract Anniversary the Strategy Value for the Gold Strategy equals:

1. the Strategy Value immediately preceding the Contract Anniversary, multiplied by the resulting value of $(1 + \text{the applicable Interest Crediting Rate})$,
2. plus any applicable Vested Bonus Amount on that Contract Anniversary,
3. plus any reallocations to this Crediting Rate Strategy on that Contract Anniversary,
4. less any reallocations from this Crediting Rate Strategy on that Contract Anniversary,
5. less any Gross Withdrawals from this Crediting Rate Strategy on that Contract Anniversary,
6. less any applicable Rider Charges.

On any other date, the Strategy Value for the Gold Strategy equals:

1. the Annuity Value for this Crediting Rate Strategy on the preceding Contract Anniversary,
2. less any Gross Withdrawals from this Crediting Rate Strategy since the preceding Contract Anniversary,
3. less any applicable Rider Charges.

GOLD COMMODITY PRICE

The Gold Commodity Price will be the closing price of [The London Gold PM (GOLDLNPM)] as published in the [Wall Street Journal] on a specified date. If the Gold Commodity Price is not available for such date, the Gold Commodity Price used for that date will be the Gold Commodity Price on the next trading day for which it is available.

If the publication of the [Wall Street Journal] is discontinued, then the Company will substitute another similar source. If the Gold Commodity Price is discontinued, or if the calculation changes substantially, then the Company will substitute another suitable Gold Commodity Price, subject to any required regulatory approval. The Company will notify the Owner of the

change. The Crediting Rate Strategy that includes the new Gold Commodity Price will have a corresponding Minimum Participation Rate and Minimum Cap.

CAP

The Cap is a maximum Interest Crediting Rate declared by the Company for each Term Period under this Crediting Rate Strategy. The Cap will be used in the calculation of the Interest Crediting Rate for the Term Period. For subsequent Term Periods the Company may declare a new Cap on or before each Allocation Date, which will be effective on the next Allocation Date. The Minimum Cap is shown on the Data Page.

PARTICIPATION RATE

The Participation Rate is a rate used to determine the Interest Crediting Rate and is declared by the Company for each Term Period under this Crediting Rate Strategy. For subsequent Term Periods the Company may declare a new Participation Rate on or before each Allocation Date. The Minimum Participation Rate is shown on the Data Page.

INTEREST CREDITED

The Company will calculate any interest to be credited and it will be added to the Annuity Value only at the end of each Term Period. Interest credited equals the Annuity Value allocated to the Crediting Rate Strategy at the end of the Term Period before any interest is credited, multiplied by the Interest Crediting Rate. If the Owner accesses a portion of the allocated Annuity Value before the end of the Term Period, the portion accessed will not be credited interest. No interest will be credited if death occurs prior to the end of the Term Period.

INTEREST CREDITING RATE

The Interest Crediting Rate for this Crediting Rate Strategy will be the lesser of A or B, but not less than zero, where:

A equals $[(C / D) - 1] \times E$:

- C equals the Gold Commodity Price on the last day of the Term Period,
- D equals the Gold Commodity Price on the Allocation Date,
- E equals the Participation Rate.

B equals the Cap.

TRANSFERS AND RENEWALS

At least 7 days prior to the end of the Term Period, the Owner may request a Transfer into or out of this Crediting Rate Strategy, provided the amount of the Transfer is a minimum of [\$2,000] or [100%] of Strategy Value, if lower, and subject to any limitations stated in the other Crediting Rate Strategy Rider. The Transfer will be effective as of the end of the Term Period. Transfers are not allowed prior to the end of the Term Period.

If a Transfer to another Crediting Rate Strategy is not requested, the Company will renew the Strategy Value into a new Term Period. The new Term Period will begin on the Allocation Date and will have a new corresponding Participation Rate and Cap. For the Participation Rate and Cap applicable for the new Term Period, please contact the Company’s Administrative Office 30 days prior to the end of the current Term Period. If the Term Period is no longer available or the new Term Period would extend beyond the Maturity Date, then the Strategy Value will be transferred to the One-Year Term Period under the Guaranteed Fixed Rate Strategy.

RIDER TERMINATION

The Rider will terminate when the Contract terminates. In addition, the Company may cease to accept Transfers or renewals into this Crediting Rate Strategy. Also, the Company may terminate this Rider at any time by sending to the Owner, at the Owner’s last known address, a written notice stating the termination date. The notice will be sent to the Owner at least 30 days in advance of such termination date. Upon termination, the Owner will not be permitted to allocate any Transfers or renewals to this Crediting Rate Strategy. Any existing Premium Payment, Transfers or renewals allocated to this Crediting Rate Strategy will remain in effect until the end of the applicable Term Period and interest will be credited as set forth in this Rider. Unless notified by the Owner prior to the Rider’s termination date, the Strategy Value of the Gold Strategy will be transferred to the One Year Term Period under the Guaranteed Fixed Rate Strategy.



[President]



[Secretary]

PHL Variable Insurance Company

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Administrative Office: [P.O. Box 81728, Lincoln, NE 68501 • Telephone (877) 549-7663 (Toll Free)]

MONTHLY AVERAGING BLENDED STRATEGY RIDER

THE RIDER

This Rider takes effect on the Contract Issue Date of the Contract to which it is attached. Nothing contained in this Rider will be held to change, waive or extend any provisions of the Contract unless otherwise specified.

This Rider establishes the Monthly Averaging Blended Strategy for the Contract to which it is attached. The Interest Crediting Rate for this Crediting Rate Strategy uses the Index Price of each Index on the Allocation Date and the Index Average of each Index on the last day of the Term Period as part of its calculation. Any interest is credited on the last day of the Term Period.

If the Rider and Contract define the same term, the definition contained in this Rider will apply. The terms of the Rider apply as of the first Allocation Date associated with this Crediting Rate Strategy. The Premium Payment, any Transfers and renewals allocated to this Crediting Rate Strategy may be further apportioned among the Term Period(s) available. The Premium Payment, Transfers and renewals will be applied to the selected Term Period(s) on the Allocation Dates determined by the Company.

ALLOCATION DATE

The Allocation Date is the first day of a given Term Period. It is the date declared by the Company for the allocation of the Premium Payment, each Transfer or renewal into a Term Period under this Crediting Rate Strategy. The Allocation Date occurs within 32 days after: a) the Company's Administrative Office receives the Premium Payment; or b) the date of Transfer or renewal.

TERM PERIOD

The Term Period is the length of time that the Strategy Value must remain invested in the Crediting Rate Strategy in order to calculate the interest, if any. Each Term Period begins on the Allocation Date and expires on the same calendar day in the last calendar year of that Term Period. The initial Term Period is shown on the Data Page. Subsequent Term Periods will be determined upon the completion of the most recent Term Period

STRATEGY VALUE

Initially, the Strategy Value for the Monthly Averaging Blended Strategy is equal to the portion of the Annuity Value allocated to this Crediting Rate Strategy on the Contract Issue Date.

Thereafter, on each Contract Anniversary the Strategy Value for the Monthly Averaging Blended Strategy equals:

1. the Strategy Value immediately preceding the Contract Anniversary, multiplied by the resulting value of $(1 + \text{the applicable Interest Crediting Rate})$,
2. plus any applicable Vested Bonus Amount on that Contract Anniversary,
3. plus any reallocations to this Crediting Rate Strategy on that Contract Anniversary,
4. less any reallocations from this Crediting Rate Strategy on that Contract Anniversary,
5. less any Gross Withdrawals from this Crediting Rate Strategy on that Contract Anniversary,
6. less any applicable Rider Charges.

On any other date, the Strategy Value for the Monthly Averaging Blended Strategy equals:

1. the Annuity Value for this Crediting Rate Strategy on the preceding Contract Anniversary,
2. less any Gross Withdrawals from this Crediting Rate Strategy since the preceding Contract Anniversary,
3. less any applicable Rider Charges.

INDICES

The Indices for this Crediting Rate Strategy are the [S&P 500[®] Index, Nasdaq-100 Index[®] and EURO STOXX 50[®] Index]. Each Index does not reflect dividends paid on the stocks underlying that Index.

INDEX PRICE

For each Index, the Index Price will be its closing price of the Index on a specified date. If the Index Price is not available for such date, the Index Price used for that date will be the Index closing price on the next trading day for which it is available.

INDEX AVERAGE GROWTH RATE

At the end of the Term Period, an Index Average Growth Rate will be determined for each Index. There may be as many as [three] Index Average Growth Rates. For each Index, the Index Average Growth Rate will be equal to $((A / B / C) - D)$, where:

A equals the sum of the Index Price on each Index Date during the Term Period

B equals the number of months in the Term Period

C equals the Index Price on the Allocation Date

D equals one (1)

INDEX DATES

Index Dates begin one month from the Allocation Date. The Index Dates occur on the same numbered day each succeeding month as the Allocation Date. If the same numbered day does not exist in a month, the Company will use the next day that does exist. There are twelve (12) Index Dates for each year of the Term Period.

CHANGES

If the publication of an Index is discontinued, or if the calculation of an Index is changed substantially, then the Company will substitute another suitable Index, subject to any required regulatory approval. The Company will notify the Owner of the change. The Crediting Rate Strategy that includes the new Index will have a corresponding Maximum Spread, Minimum Participation Rate and Minimum Cap.

CAP

The Cap is a maximum Interest Crediting Rate declared by the Company for each Term Period under this Crediting Rate Strategy. The Cap will be used in the calculation of the Interest Crediting Rate for the Term Period. For subsequent Term Periods the Company may declare a new Cap on or before each Allocation Date, which will be effective on the next Allocation Date. The Minimum Cap is shown on the Data Page.

PARTICIPATION RATE

The Participation Rate is a rate used to determine the Interest Crediting Rate and is declared by the Company for each Term Period under this Crediting Rate Strategy. The Company may declare a new Participation Rate on or before each Allocation Date. The Minimum Participation Rate is shown on the Data Page.

SPREAD

The Spread is a rate that is used to determine the Interest Crediting Rate and is declared by the Company for each Term Period under this Crediting Rate Strategy. The Company may declare a new Spread on or before each Allocation Date. The Maximum Spread is shown on the Data Page.

INTEREST CREDITED

The Company will calculate any interest to be credited and it will be added to the Annuity Value only at the end of each Term Period. Interest credited equals the Annuity Value allocated to the Crediting Rate Strategy at the end of the Term Period before any interest is credited, multiplied by the Interest Crediting Rate. If the Owner accesses a portion of the allocated Annuity Value before the end of the Term Period, the portion accessed will not be credited interest. No interest will be credited if death occurs prior to the end of the Term Period.

INTEREST CREDITING RATE

The Interest Crediting Rate for the Term Period under this Crediting Rate Strategy will be (A minus B) multiplied by C, but not less than zero or greater than the Cap, where:

A equals 1 + 2 + 3:

1. The Index Average Growth Rate of the Index with the highest Index Average Growth Rate, multiplied by [50%],
2. The Index Average Growth Rate of the Index with the second highest Index Average Growth Rate, multiplied by [30%],
3. The Index Average Growth Rate of the Index with the third highest Index Average Growth Rate, multiplied by [20%].

B equals the Spread.

C equals the Participation Rate.

TRANSFERS AND RENEWALS

At least 7 days prior to the end of the Term Period, the Owner may request a Transfer into or out of this Crediting Rate Strategy, provided the amount of the Transfer is a minimum of [\$2,000] or [100%] of Strategy Value, if lower, and subject to any limitations stated in the other Crediting Rate Strategy Rider. The Transfer will be effective as of the end of the Term Period. Transfers are not allowed prior to the end of the Term Period.

If a Transfer to another Crediting Rate Strategy is not requested, the Company will renew the Strategy Value into a new Term Period. The new Term Period will begin on the Allocation Date and will have a new corresponding Cap, Spread and Participation Rate. For the Cap, Spread and Participation Rate applicable for the new Term Period, please contact the Company's Administrative Office 30 days prior to the end of the current Term Period. If the Term Period is no longer available or the new Term Period would extend beyond the Maturity Date, then the Strategy Value will be transferred to the One-Year Term Period under the Guaranteed Fixed Rate Strategy.

RIDER TERMINATION

The Rider will terminate when the Contract terminates. In addition the Company may cease to accept Transfers or renewals into this Crediting Rate Strategy. Also, the Company may terminate this Rider at any time by sending to the Owner, at the Owner's last known address, a written notice stating the termination date. The notice will be sent to the Owner at least 30 days in advance of such termination date. Upon termination, the Owner will not be permitted to allocate any Transfers or renewals to this Crediting Rate Strategy. Any existing Premium Payment, Transfers or renewals allocated to this Crediting Rate Strategy will remain in effect until the end of the applicable Term Period and interest will be credited as set forth in this Rider. Unless notified by the Owner prior to the Rider's termination date, the Strategy Value of the Monthly Averaging Blended Strategy will be transferred to the One-Year Term Period under the Guaranteed Fixed Rate Strategy.



[President]



[Secretary]

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GUARANTEED FIXED RATE STRATEGY RIDER

THE RIDER

This Rider takes effect on the Contract Issue Date of the Contract to which it is attached. Nothing contained in this Rider will be held to change, waive or extend any provisions of the Contract unless otherwise specified.

This Rider establishes the Guaranteed Fixed Rate Strategy for the Contract to which it is attached. Interest is credited daily under this Crediting Rate Strategy at an interest rate declared by the Company.

If the Rider and Contract define the same term, the definition contained in this Rider will apply. The terms of the Rider apply as of the first Allocation Date associated with this Crediting Rate Strategy. The Premium Payment, any Transfers and renewals allocated to this Crediting Rate Strategy may be further apportioned among the Term Period(s) available. The Premium Payment, Transfers and renewals will be applied to the selected Term Period(s) on the Allocation Dates determined by the Company.

MAXIMUM FIXED STRATEGY ALLOCATION

The Maximum Fixed Strategy Allocation Percentage is the maximum percentage of the Annuity Value that can be allocated to this Crediting Rate Strategy at any time. Any allocation to the Guaranteed Fixed Rate Strategy is subject to the Maximum Fixed Strategy Allocation Percentage, as shown on the Data Page. This requirement applies on the Contract Issue Date and the date of any subsequent Transfers and renewals.

ALLOCATION DATE

The Allocation Date is the first day of a given Term Period. It is the date declared by the Company for the allocation of the Premium Payment, each Transfer or renewal into a Term Period under this Crediting Rate Strategy. The Allocation Date occurs within 32 days after: a) the Company's Administrative Office receives the Premium Payment; or b) the date of Transfer or renewal.

TERM PERIOD

Each Term Period begins on the Allocation Date and expires on the same calendar day in the last calendar year of that Term Period. The initial Term Period is shown on the Data Page. Subsequent Term Periods will be determined upon the completion of the most recent Term Period

STRATEGY VALUE

Initially, the Strategy Value for the Guaranteed Fixed Rate Strategy is equal to the portion of the Annuity Value allocated to this Crediting Rate Strategy on the Contract Issue Date.

Thereafter, the Strategy Value for the Guaranteed Fixed Rate Strategy equals:

1. the Strategy Value on the Contract Issue Date,
2. plus any applicable Vested Bonus Amounts,
3. plus any interest credited to this Crediting Rate Strategy,
4. plus any transfers to this Crediting Rate Strategy,
5. less any transfers from this Crediting Rate Strategy,
6. less any Gross Withdrawals from this Crediting Rate Strategy,
7. less any applicable Rider Charges.

INTEREST CREDITED

This Crediting Rate Strategy credits interest at a rate declared by the Company. The interest will be credited daily to the Annuity Value. The interest rate is guaranteed not to change for the Term Period applicable for each Premium Payment, Transfer and renewal that is allocated to this Crediting Rate Strategy. A new declared interest rate may be effective upon processing of a Transfer or renewal. The interest rate for this Crediting Rate Strategy will not be less than the Minimum Guaranteed Fixed Rate as shown on the Data Page.

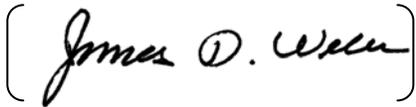
TRANSFERS AND RENEWALS

The Owner may request a Transfer into or out of this Crediting Rate Strategy at the end of the Term Period, subject to the Maximum Fixed Strategy Allocation Percentage and any limitations stated in the other Crediting Rate Strategy Rider. The Company’s Administrative Office must receive the Owner’s request to Transfer from this Crediting Rate Strategy.

If a Transfer to another Crediting Rate Strategy is not requested, the Company will renew the Strategy Value into a new Term Period under this Crediting Rate Strategy, may be subject to the Maximum Fixed Strategy Allocation. The new Term Period will begin on the Allocation Date and will have a new declared interest crediting rate. For the declared interest crediting rate applicable for the new Term Period, please contact the Company’s Administrative Office 30 days prior to the end of the current Term Period.

RIDER TERMINATION

The Rider will terminate when the Contract terminates.



[President]



[Secretary]

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POINT-TO-POINT WITH MULTIPLIER STRATEGY RIDER

THE RIDER

This Rider takes effect on the Contract Issue Date of the Contract to which it is attached. Nothing contained in this Rider will be held to change, waive or extend any provisions of the Contract unless otherwise specified.

This Rider establishes the Point-to-Point with Multiplier Strategy for the Contract to which it is attached. The interest crediting rate for this Crediting Rate Strategy uses the Swap Rate on the Allocation Date and the last day of the Term Period as part of its calculation. Any interest is credited on the last day of the Term Period.

If the Rider and Contract define the same term, the definition contained in this Rider will apply. The terms of the Rider apply as of the first Allocation Date associated with this Crediting Rate Strategy. The Premium Payment any Transfers and renewals allocated to this Crediting Rate Strategy may be further apportioned among the Term Period(s) available. The Premium Payment, Transfers and renewals will be applied to the selected Term Period(s) on the Allocation Dates determined by the Company.

ALLOCATION DATE

The Allocation Date is the first day of a given Term Period. It is the date declared by the Company for the allocation of the Premium Payment, each Transfer or renewal into a Term Period under this Crediting Rate Strategy. The Allocation Date occurs within 32 days after: a) the Company's Administrative Office receives the Premium Payment; or b) the date of Transfer or renewal.

TERM PERIOD

The Term Period is the length of time that the Strategy Value must remain invested in the Crediting Rate Strategy in order to calculate the interest, if any. Each Term Period begins on the Allocation Date and expires on the same calendar day in the last calendar year of that Term Period. The initial Term Period is shown on the Data Page. Subsequent Term Periods will be determined upon the completion of the most recent Term Period

STRATEGY VALUE

Initially, the Strategy Value for the Point-to-Point with Multiplier Strategy is equal to the portion of the Annuity Value allocated to this Crediting Rate Strategy on the Contract Issue Date.

Thereafter, on each Contract Anniversary the Strategy Value for the Point-to-Point with Multiplier Strategy equals:

1. the Strategy Value immediately preceding the Contract Anniversary, multiplied by the resulting value of $(1 + \text{the applicable Interest Crediting Rate})$,
2. plus any applicable Vested Bonus Amount on that Contract Anniversary,
3. plus any reallocations to this Crediting Rate Strategy on that Contract Anniversary,
4. less any reallocations from this Crediting Rate Strategy on that Contract Anniversary,
5. less any Gross Withdrawals from this Crediting Rate Strategy on that Contract Anniversary,
6. less any applicable Rider Charges.

On any other date, the Strategy Value for the Point-to-Point with Multiplier Strategy equals:

1. the Annuity Value for this Crediting Rate Strategy on the preceding Contract Anniversary,
2. less any Gross Withdrawals from this Crediting Rate Strategy since the preceding Contract Anniversary,
3. less any applicable Rider Charges.

[SWAP RATE

The Swap Rate is the [U.S. 10-Year Swap Rate], as published by the Federal Reserve on the Allocation Date and the last day of the Term Period. If the [U.S. 10-Year Swap Rate] is not available for such date, the [U.S. 10-Year Swap Rate] used for that date will be its interest rate on the next trading day for which it is available.]

If the publication of the [U.S. 10-Year Swap Rate] is discontinued, then the Company will substitute another Swap Rate. The Company will notify the Owner of the change. The Crediting Rate Strategy that includes the new Swap Rate will have a corresponding Minimum Multiplier and Minimum Cap.

CAP

The Cap is a maximum Interest Crediting Rate declared by the Company for each Term Period under this Crediting Rate Strategy. The Cap will be used in the calculation of the Interest Crediting Rate for the Term Period. For subsequent Term Periods, the Company may declare a new Cap on or before each Allocation Date, which will be effective on the next Allocation Date. The Minimum Cap is shown on the Data Page.

MULTIPLIER

The Multiplier is a number declared by the Company for each Term Period under this Crediting Rate Strategy. For subsequent Term Periods, the Company may declare a new Multiplier on or before each Allocation Date, which will be effective on the next Allocation Date. The Minimum Multiplier is shown on the Data Page.

INTEREST CREDITED

The Company will calculate any interest to be credited and it will be added to the Annuity Value only at the end of each Term Period. Interest credited equals the Annuity Value allocated to the Crediting Rate Strategy at the end of the Term Period before any interest is credited, multiplied by the Interest Crediting Rate. If the Owner accesses a portion of the allocated Annuity Value before the end of the Term Period, the portion accessed will not be credited interest. No interest will be credited if death occurs prior to the end of the Term Period.

INTEREST CREDITING RATE

The Interest Crediting Rate for the Term Period under this Crediting Rate Strategy will be the lesser of A or B, but not less than zero, where:

A equals $(C - D) \times E$:

- C equals the Swap Rate on the last day of the Term Period.
- D equals the Swap Rate on the Allocation Date.
- E equals the Multiplier.

B equals the Cap.

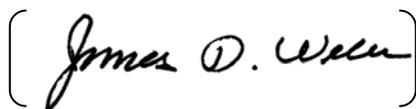
TRANSFERS AND RENEWALS

At least 7 days prior to the end of the Term Period, the Owner may request a Transfer into or out of this Crediting Rate Strategy, provided the amount of the Transfer is a minimum of [\$2,000] or [100%] of Strategy Value, if lower, and subject to any limitations stated in the other Crediting Rate Strategy Rider. The Transfer will be effective as of the end of the Term Period. Transfers are not allowed prior to the end of the Term Period.

If a Transfer to another Crediting Rate Strategy is not requested, the Company will renew the Strategy Value into a new Term Period. The new Term Period will begin on the Allocation Date and will have a new corresponding Cap and Multiplier. For the Cap and Multiplier applicable for the new Term Period, please contact the Company’s Administrative Office 30 days prior to the end of the current Term Period. If the Term Period is no longer available or the new Term Period would extend beyond the Maturity Date, then the Strategy Value will be transferred to the One-Year Term Period under the Guaranteed Fixed Rate Strategy.

RIDER TERMINATION

The Rider will terminate when the Contract terminates. In addition, the Company may cease to accept Transfers or renewals into this Crediting Rate Strategy. Also, the Company may terminate this Rider at any time by sending to the Owner, at the Owner’s last known address, a written notice stating the termination date. The notice will be sent to the Owner at least 30 days in advance of such termination date. Upon termination, the Owner will not be permitted to allocate any Transfers or renewals to this Crediting Rate Strategy. Any existing Premium Payment, Transfers or renewals allocated to this Crediting Rate Strategy will remain in effect until the end of the applicable Term Period and interest will be credited as set forth in this Rider. Unless notified by the Owner prior to the Rider’s termination date, the Strategy Value of the Point-to-Point with Multiplier Strategy will be transferred to the One-Year Term Period under the Guaranteed Fixed Rate Strategy.



[President]



[Secretary]

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POINT-TO-POINT WITH CAP STRATEGY RIDER

THE RIDER

This Rider takes effect on the Contract Issue Date of the Contract to which it is attached. Nothing contained in this Rider will be held to change, waive or extend any provisions of the Contract unless otherwise specified.

This Rider establishes the Point-to-Point with Cap Strategy for the Contract to which it is attached. The interest crediting rate for this Crediting Rate Strategy uses the Index Price on the Allocation Date and the last day of the Term Period as part of its calculation. Any interest is credited on the last day of the Term Period.

If the Rider and Contract define the same term, the definition contained in this Rider will apply. The terms of the Rider apply as of the first Allocation Date associated with this Crediting Rate Strategy. The Premium Payment, any Transfers and renewals allocated to this Crediting Rate Strategy may be further apportioned among the Term Period(s) available. The Premium Payment, Transfers and renewals will be applied to the selected Term Period(s) on the Allocation Dates determined by the Company.

ALLOCATION DATE

The Allocation Date is the first day of a given Term Period. It is the date declared by the Company for the allocation of the Premium Payment, each Transfer or renewal into a Term Period under this Crediting Rate Strategy. The Allocation Date occurs within 32 days after: a) the Company's Administrative Office receives the Premium Payment; or b) the date of Transfer or renewal.

TERM PERIOD

The Term Period is the length of time that the Strategy Value must remain invested in the Crediting Rate Strategy in order to calculate the interest, if any. Each Term Period begins on the Allocation Date and expires on the same calendar day in the last calendar year of that Term Period. The initial Term Period is shown on the Data Page. Subsequent Term Periods will be determined upon the completion of the most recent Term Period.

STRATEGY VALUE

Initially, the Strategy Value for the Point-to-Point with Cap Strategy is equal to the portion of the Annuity Value allocated to this Crediting Rate Strategy on the Contract Issue Date.

Thereafter, on each Contract Anniversary the Strategy Value for the Point-to-Point with Cap Strategy equals:

1. the Strategy Value immediately preceding the Contract Anniversary, multiplied by the resulting value of $(1 + \text{the applicable Interest Crediting Rate})$,
2. plus any applicable Vested Bonus Amount on that Contract Anniversary,
3. plus any reallocations to this Crediting Rate Strategy on that Contract Anniversary,
4. less any reallocations from this Crediting Rate Strategy on that Contract Anniversary,
5. less any Gross Withdrawals from this Crediting Rate Strategy on that Contract Anniversary,
6. less any applicable Rider Charges.

On any other date, the Strategy Value for the Point-to-Point with Cap Strategy equals:

1. the Annuity Value for this Crediting Rate Strategy on the preceding Contract Anniversary,
2. less any Gross Withdrawals from this Crediting Rate Strategy since the preceding Contract Anniversary,
3. less any applicable Rider Charges.

INDEX

The Index for this Crediting Rate Strategy is the [S&P 500[®] Index]. The Index does not directly participate in or reflect dividends paid on the stocks underlying the Index.

INDEX PRICE

The Index Price will be the closing price of the Index on a specified date. If the Index closing price is not available for such date, the Index Price used for that date will be the Index closing price on the next trading day for which it is available.

CHANGES

If the publication of the Index is discontinued, or if the calculation of the Index is changed substantially, then the Company will substitute another suitable Index, subject to any required regulatory approval. The Company will notify the Owner of the change. The Crediting Rate Strategy that includes the new Index will have a corresponding Minimum Participation Rate and Minimum Cap.

CAP

The Cap is a maximum Interest Crediting Rate declared by the Company for each Term Period under this Crediting Rate Strategy. The Cap will be used in the calculation of the Interest Crediting Rate for the Term Period. For subsequent Term Periods the Company may declare a new Cap on or before each Allocation Date, which will be effective on the next Allocation Date. The Minimum Cap is shown on the Data Page.

PARTICIPATION RATE

The Participation Rate is a rate used to determine the Interest Crediting Rate and is declared by the Company for each Term Period under this Crediting Rate Strategy. For subsequent Term Periods the Company may declare a new Participation Rate on or before each Allocation Date. The Minimum Participation Rate is shown on the Data Page.

INTEREST CREDITED

The Company will calculate any interest to be credited and it will be added to the Annuity Value only at the end of each Term Period. Interest credited equals the Annuity Value allocated to the Crediting Rate Strategy at the end of the Term Period before any interest is credited, multiplied by the Interest Crediting Rate. If the Owner accesses a portion of the allocated Annuity Value before the end of the Term Period, the portion accessed will not be credited interest. No interest will be credited if death occurs prior to the end of the Term Period.

INTEREST CREDITING RATE

The Interest Crediting Rate for this Crediting Rate Strategy will be the lesser of A or B, but not less than zero, where:

A equals $[(C / D) - 1] \times E$:

C equals the Index Price on the last day of the Term Period,

D equals the Index Price on the Allocation Date,

E equals the Participation Rate.

B equals the Cap.

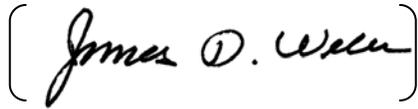
TRANSFERS AND RENEWALS

At least 7 days prior to the end of the Term Period, the Owner may request a Transfer into or out of this Crediting Rate Strategy, provided the amount of the Transfer is a minimum of [\$2,000] or [100%] of Strategy Value, if lower, and subject to any limitations stated in the other Crediting Rate Strategy Rider. The Transfer will be effective as of the end of the Term Period. Transfers are not allowed prior to the end of the Term Period.

If a Transfer to another Crediting Rate Strategy is not requested, the Company will renew the Strategy Value into a new Term Period. The new Term Period will begin on the Allocation Date and will have a new corresponding Participation Rate and Cap. For the Participation Rate and Cap applicable for the new Term Period, please contact the Company's Administrative Office 30 days prior to the end of the current Term Period. If the Term Period is no longer available or the new Term Period would extend beyond the Maturity Date, then the Strategy Value will be transferred to the One-Year Term Period under the Guaranteed Fixed Rate Strategy.

RIDER TERMINATION

The Rider will terminate when the Contract terminates. In addition, the Company may cease to accept Transfers or renewals into this Crediting Rate Strategy. Also, the Company may terminate this Rider at any time by sending to the Owner, at the Owner’s last known address, a written notice stating the termination date. The notice will be sent to the Owner at least 30 days in advance of such termination date. Upon termination, the Owner will not be permitted to allocate any Transfers or renewals to this Crediting Rate Strategy. Any existing Premium Payment, Transfers or renewals allocated to this Crediting Rate Strategy will remain in effect until the end of the applicable Term Period and interest will be credited as set forth in this Rider. Unless notified by the Owner prior to the Rider’s termination date, the Strategy Value of the Point-to-Point with Cap Strategy will be transferred to the One Year Term Period under the Guaranteed Fixed Rate Strategy.



[President]



[Secretary]

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MARKET VALUE ADJUSTMENT AMENDMENT

This Amendment takes effect on the Contract Issue Date of the Contract to which it is attached and terminates when the Contract terminates. Nothing contained in this Amendment will be held to change, waive or extend any provisions of the Contract unless otherwise specified.

Market Value Adjustment

During the Surrender Charge period, a Market Value Adjustment is applied to the Annuity Value if the amount of the Withdrawal or Surrender exceeds the Penalty Free Withdrawal Amount during any Contract Year. The Market Value Adjustment may be positive or negative. The Market Value Adjustment is in addition to any Surrender Charge.

The Market Value Adjustment will be calculated by multiplying the amount surrendered or withdrawn, in excess of the Penalty Free Withdrawal Amount, by the MVA Factor described below:

$$[(1 + A)/(1 + B + K)]^N - 1, \text{ where}$$

A = Constant Maturity Treasury Rate as published by the Federal Reserve for the maturity matching the duration of the Surrender Charge period as of the business day prior to the issue date.

B = The Constant Maturity Treasury Rate as published by the Federal Reserve for the maturity matching the remaining duration of the Surrender Charge period (as defined in N below) as of the business day prior to the date of Withdrawal or Surrender.

$$K = 0.005$$

N = The number of calendar days from the date of Withdrawal or Surrender until the end of the current Contract Year, divided by the number of calendar days in the current Contract Year, plus the number of full Contract Years remaining in the Surrender Charge Period.

On Withdrawals in excess of the Penalty Free Withdrawal Amount, the Market Value Adjustment is equal to the MVA Factor multiplied by the Gross Withdrawal amount in excess of the Penalty Free Withdrawal Amount. The absolute value of the Market Value Adjustment must be less than or equal to J, where:

$$J = \text{Annuity Value} - \text{Premium Payment} + (\text{Prior Gross Withdrawals} + \text{Market Value Adjustment associated with those Gross Withdrawals}).$$

On Surrender, the Market Value Adjustment is equal to the MVA Factor multiplied by the Annuity Value at the time of Surrender. The absolute value of the Market Value Adjustment must be less than the lesser of J and H, where:

$$J = \text{Annuity Value} - \text{Premium Payment} + (\text{Prior Gross Withdrawals} + \text{Market Value Adjustment associated with those Gross Withdrawals}).$$

$$H = \text{Annuity Value} - \text{Minimum Guaranteed Surrender Value}.$$

If the Constant Maturity Treasury Rate is not available on a specified date, the Company will use the first preceding day that the Constant Maturity Treasury Rate is available. If the Contract Maturity Treasury Rate is not published for a specific term, A or B will be obtained by linearly interpolating between the two closest published rates, but in no case less than one year.

The Market Value Adjustment is waived on the Penalty Free Withdrawal Amount, Settlement Option Benefit Amount and Death Benefit. The Market Value Adjustment is not waived when the Confinement Waiver is exercised.



[President]



[Secretary]

PHL Variable Insurance Company

Home Office: [One American Row, Hartford, CT 06102]

Administrative Office: [P.O. Box 81728, Lincoln, NE 68501• Telephone (877) 549-7663 (Toll Free)]

CONFINEMENT WAIVER AMENDMENT

This Amendment takes effect and ends with the Contract to which it is attached. Nothing contained in this Amendment will be held to change, waive or extend any provisions of the Contract unless otherwise specified.

Confinement Waiver

After the first Contract Year, the Owner may request a Surrender or Withdrawal without incurring a Surrender Charge if the Owner (one Owner in the case of Joint Owners) is confined in a Hospital, Hospice Facility or Nursing Home, subject to the terms of this Amendment. If the Owner is a non-natural person, this Confinement Waiver provision will be based on the confinement of the Annuitant (one Annuitant if Joint Annuitants).

The amount available is 100% of the Annuity Value adjusted by any applicable Market Value Adjustment. This amount will only be payable to the Owner. The Confinement Waiver may be exercised only once during the lifetime of the Contract and is payable in one lump sum.

The Company will not assess a Surrender Charge on that portion of the Annuity Value accessed through a Surrender or Withdrawal if all of the following conditions are satisfied:

1. The Owner (or the Annuitant if the Owner is a non-natural person) was not confined to a Hospital, Hospice Facility or Nursing Home at any time during the Prior Confinement Period, as shown on the Data Page.
2. There is no change in the Owner (or the Annuitant if the Owner is a non-natural person) on or after the Contract Issue Date.
3. The Contract has been in effect for at least the Waiting Period, as shown on the Data Page.
4. The Owner (or Annuitant if the Owner is a non-natural person) must be confined to a Hospital, Hospice Facility or Nursing Home for at least the Elimination Period, as shown on the Data Page.
5. Confinement to a Hospital, Hospice Facility or Nursing Home is the result of an Injury sustained or Sickness that first manifests itself after the Contract Issue Date.
6. The Company's Administrative Office must receive the written request for Withdrawal or Surrender, signed by the Owner, before the date that confinement has ceased. In addition, the Company's Administrative Office must receive: (a) written documentation from a Physician that such confinement was recommended because of an Injury or Sickness; and (b) written proof of confinement from the facility, indicating the type of facility and specific services provided. The Owner must be living at the time all required documentation is received by the Company's Administrative Office.

PHL Variable Insurance Company will not be responsible for the payment of any fees associated with satisfying these requirements.

Definitions applicable to this Amendment

Elimination Period means the minimum period of time which an Owner (or Annuitant if the Owner is a non-natural person) must be confined to a Hospital, Hospice Facility or Nursing Home (each defined below) for the Confinement Waiver to be exercised.

Hospital means an institution which: (1) is licensed as a Hospital and operated pursuant to law; and (2) is primarily engaged in providing medical or surgical care or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and major surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (3) provides 24-hour nursing service by or under the supervision of a registered nurse (RN).

Hospital does not include any institution which is principally a rest home, nursing home, convalescent home, or home for the aged or is principally an institution for the care and treatment of alcohol or chemical dependency.

Hospice Facility means an institution that provides a formal program of care for terminally ill patients whose life expectancy is less than six (6) months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified, or registered in accordance with state law.

Injury means an accidental bodily affliction sustained after the Contract Issue Date that results in a qualifying period of confinement.

Nursing Home means a facility which is licensed and operated primarily to provide nursing care for a charge (including room and board), according to the laws of the jurisdiction in which it is located.

A Nursing Home may be a freestanding facility or it may be a distinct part of a facility, including a ward or a wing of a hospital or other facility.

Nursing Home does not mean: (1) a hospital or clinic; (2) a rest home (a home for the aged or a retirement home) which does not, as its primary function, provide custodial care; (3) the Owner's home; or (4) a facility for the treatment of alcoholism, drug addiction, or mental illness.

Physician means a person skilled, educated and clinically experienced in the art of healing, who is duly licensed by the state to treat Injury or Sickness through the practice of medicine. The Physician shall not be a member of the Owner's family (or Annuitant's family if the Owner is a non-natural person) or an employee of the Nursing Home or Hospice Facility where the Owner is confined.

Prior Confinement Period means the period of time during which the Owner (or Annuitant if the Owner is a non-natural person) must not have been confined to a Hospital, Hospice Facility or Nursing Home prior to the Contract Issue Date to be eligible for the Confinement Waiver.

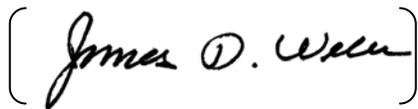
Sickness means an illness, disease, or physical impairment, which is diagnosed by a Physician and which first manifests itself after the Contract Issue Date.

Waiting Period means the period of time that must elapse before the Confinement Waiver may be exercised.

Termination

Any of the following events will result in the termination of this benefit without prejudice towards any Surrender Charges waived while the benefit was in force:

- a.) the Owner requests, in writing to terminate this amendment;
- b.) the Owner assigns their interests in the Contract to which this rider is attached;
- c.) the Contract to which this amendment is attached terminates.



[President]



[Secretary]

PHL Variable Insurance Company

Home Office: [One American Row, Hartford CT, 06102]
Administrative Office: [P.O. Box 81728, Lincoln, NE 68501 • Telephone (877) 549-7663 (Toll Free)]

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

This Rider is part of the Contract to which it is attached at the time of issue and takes effect on the Contract Issue Date. This Rider is subject to the terms, conditions, and provisions contained in the Contract. This Rider supersedes any conflicting provisions in the Contract.

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

RIDER BENEFIT

Subject to the terms and conditions of this Rider, the Covered Person(s) may receive the Guaranteed Income Amount each Contract Year during the lifetime of the Covered Person (surviving Covered Person if the Spousal Life Option is elected) even after the Annuity Value has been reduced to zero.

RIDER DEFINITIONS

Any term not defined herein is as defined in the attached Contract.

Accumulation Period begins on the Contract Issue Date and ends on the Rider Exercise Date or upon termination of the Rider, whichever is earlier.

Covered Person(s) means the person(s) whose life is used to determine the duration of the lifetime Guaranteed Income Withdrawal Payments. A Covered Person must be a natural person.

For the Single Life Option, Covered Person can be one or two lives. If there is one natural person owner, the Owner is the Covered Person. If there are two natural person owners, the Joint Owners are Covered Persons. If the Owner is a non-natural person, all Annuitants named in the Contract become the Covered Persons. This Rider terminates upon the first death of any Covered Person.

For the Spousal Life Option, Covered Persons must be Federal Spouses, as defined in the attached Contract. The Spousal Life Option is available to Joint Owners (or Joint Annuitants if the Owner is a non-natural person). The Joint Owners are the Covered Persons and may have non-spousal beneficiaries. If the Owner is a non-natural person, the Joint Annuitants are the Covered Persons. This Rider terminates upon the death of the surviving Covered Person. If the Owner elects the Spousal Life Option and subsequently obtains a divorce, there will be modifications to the terms of this Rider. For further information please contact the Company's Administrative Office.

Excess Income Withdrawals occur when a Withdrawal results in the cumulative Withdrawals for the Contract Year exceeding the Guaranteed Income Amount.

Guaranteed Income Amount is the maximum amount that can be withdrawn each Contract Year without decreasing the Income Base during the Guaranteed Income Withdrawal Period.

Guaranteed Income Withdrawal Payment is the amount requested to be received by the Owner on the Rider Exercise Date and cannot exceed the Guaranteed Income Amount.

Guaranteed Income Withdrawal Percentage is a value used in the calculation of the Guaranteed Income Amount and is shown on the Data Page.

Guaranteed Income Withdrawal Period begins on the Rider Exercise Date and ends upon termination of the Rider.

Guaranteed Minimum Restart Roll-Up Rate is the minimum annual interest rate used to determine the Restart Roll-Up Rate and is shown on the Data Page.

Income Base is a value used in the calculation of the Guaranteed Income Amount and Rider Charge.

Initial Roll-Up Period begins on the Contract Issue Date and continues for the specified period of time during the Accumulation Period, as shown on the Data Page.

Maximum Rider Charge Percentage is the maximum annual fee for this Rider, as shown on the Data Page.

Restart Roll-Up Rate is an annual interest rate declared by the Company at the time of election of Restart and takes effect on the date of Restart. The Restart Roll-Up Rate is credited to the Income Base as described below. During the Accumulation Period, the Restart Roll-Up Rate is guaranteed for the Subsequent Roll-Up Period and will never be less than the Guaranteed Minimum Restart Roll-Up Rate shown on the Data Page.

Rider Charge is the annual fee for this Rider.

Rider Exercise Date is the date the Owner begins receiving the Guaranteed Income Withdrawal Payments under this Rider. This date will be set to the Contract Anniversary following the date the Company's Administrative Office receives and processes the Owner's request to begin receiving lifetime payments under this Rider. Such a request must be submitted in writing and received at the Company's Administrative Office in a form satisfactory to the Company in order to be processed.

Roll-Up Rate is an annual interest rate declared by the Company on the Contract Issue Date and is shown on the Data Page. The Roll-Up Rate is credited to the Income Base as described below. During the Accumulation Period, the Roll-Up Rate is guaranteed for the Initial Roll-Up Period.

Subsequent Roll-Up Period begins on the Restart date and continues for the specified period of time during the Accumulation Period, as shown on the Data Page.

RIDER PROVISIONS

INCOME BASE: The Income Base is first established on the Contract Issue Date and is equal to the Annuity Value. After the Contract Issue Date, the Income Base may increase or decrease as follows:

Increases to the Income Base

During the Accumulation Period, the Income Base increases daily during the Initial Roll-up Period at the daily equivalent of the Roll-Up Rate shown on the Data Page. If a Restart is elected, a Subsequent Roll-Up Period begins and the Income Base increases daily at the daily equivalent of the Restart Roll-Up Rate.

Additionally, on each Contract Anniversary during the Accumulation Period, the following will occur:

1. During the Initial Roll-up Period, the Income Base will be increased by the daily equivalent of the Roll-Up Rate. During any Subsequent Roll-Up Period, the Income Base will be increased by the daily equivalent of the Restart Roll-Up Rate.
2. If the Annuity Value after any interest credits, but before the addition of any applicable Vested Bonus Amount, is greater than the Income Base, the Income Base will then be increased to equal the Annuity Value ("step-up").
3. Any applicable Vested Bonus Amount will then be added to the Income Base.

On each Contract Anniversary during the Guaranteed Income Withdrawal Period, if the Annuity Value after any interest credits, but before the addition of any applicable Vested Bonus Amount, is greater than the Income Base, the Income Base will be increased to equal the Annuity Value ("step-up").

On the Rider Exercise Date, any applicable Non-Vested Bonus Value is added to the Income Base.

Decreases to the Income Base

During the Accumulation Period, the Income Base is reduced by any Withdrawals made under the Contract at the same proportion as the Annuity Value is reduced.

During the Guaranteed Income Withdrawal Period, the Income Base is reduced by any Excess Income Withdrawal at the same proportion as the Annuity Value is reduced by the Excess Withdrawal.

GUARANTEED INCOME AMOUNT: Guaranteed Income Withdrawal Payments up to the Guaranteed Income Amount can be elected by the Covered Person after the first Contract Year, provided the youngest Covered Person has reached the Minimum Election Age as shown on the Data Page. The Guaranteed Income Amount is the maximum amount available for Withdrawal each Contract Year under this Rider during the lifetime of the Covered Person (or the lifetime of the surviving Covered Person if the Spousal Life Option is elected) without decreasing the Income Base.

On the Rider Exercise Date the Guaranteed Income Withdrawal Period begins and the Accumulation Period ends. The Covered Person may choose to start and stop Guaranteed Income Withdrawal Payments during the Guaranteed Income Withdrawal Period and such change will be effective immediately. However, if the Owner stops the Guaranteed Income Withdrawal Payments, the Guaranteed Income Withdrawal Period continues and does not revert back to the Accumulation Period.

Prior to the Rider Exercise Date the Guaranteed Income Amount is equal to zero. The Guaranteed Income Amount is first calculated on the Rider Exercise Date. Thereafter, the Guaranteed Income Amount is recalculated anytime the Income Base is recalculated and is equal to the Income Base (after any recalculation) multiplied by the Guaranteed Income Withdrawal Percentage.

The Guaranteed Income Withdrawal Percentage is determined on the Rider Exercise Date and will not change. The Guaranteed Income Withdrawal Percentage is based on the youngest Covered Person's age on the Rider Exercise Date. The applicable Guaranteed Income Withdrawal Percentages are shown on the Data Page.

The Guaranteed Income Withdrawal Payments are treated as Withdrawals under the Contract and count toward any Penalty Free Withdrawal Amount available under the Contract.

RESTART: Restart may be elected by the Owner during the last year of the Initial Roll-Up Period during the Accumulation Period. The Restart must be elected at least 30 days prior to the end of the Initial Roll-Up Period. If elected, Restart begins on the following Contract Anniversary during the Accumulation Period and provides a Subsequent Roll-Up Period for increases to the Income Base at the Restart Roll-Up Rate. Only one Restart is allowed.

SUBSEQUENT ROLL-UP PERIOD: The Subsequent Roll-Up Period cannot extend beyond the duration of the Subsequent Roll-Up Period or the Maturity Date of the attached Contract, whichever is earlier.

WHEN THE ANNUITY VALUE IS REDUCED TO ZERO: On the date the Annuity Value is reduced to zero, the Contract terminates and all rights under the Contract and the Rider terminate other than as described below.

Prior to the Rider Exercise Date

If the Annuity Value is below the Minimum Remaining Annuity Value required by the attached Contract as the result of a Withdrawal, it will be treated as a request for Surrender and this Rider and attached Contract will terminate. The Minimum Remaining Annuity Value is shown on the Data Page. If the Annuity Value is reduced to zero as the result of Rider Charges, the Rider Exercise Date will automatically be set to the Contract Anniversary following the date the Annuity Value is reduced to zero. If the youngest Covered Person has not yet reached the Minimum Election Age, the Rider Exercise Date will automatically be set to the Contract Anniversary following the date the youngest Covered Person reaches the Minimum Election Age. On the Rider Exercise Date, the Company will commence monthly Guaranteed Income Withdrawal Payments equal to one-twelfth of the Guaranteed Income Amount. Such payments will continue until the date of first death of any Covered Person for the Single Life Option, or until the date of death of the surviving Covered Person for the Spousal Life Option. The Company may, at its discretion, permit or require other payment frequencies or methods subject to its minimum amount per payment requirement.

After the Rider Exercise Date

If the Annuity Value is reduced to zero as the result of an Excess Income Withdrawal, the Contract and Rider will terminate. If the Annuity Value is reduced to zero, as the result of a Withdrawal, not considered an Excess Income Withdrawal, or as the result of Rider Charge deductions, the Company will make a benefit payment on the date the Annuity Value is reduced to zero equal to the Guaranteed Income Amount, less cumulative Withdrawals during that Contract Year, and not less than zero. On the subsequent Contract Anniversary, the Company will commence monthly Guaranteed Income Withdrawal Payments equal to one-twelfth of the Guaranteed Income Amount. Such payments will continue until the date of first death of any Covered Person for the Single Life Option, or until the date of death of the surviving Covered Person for the Spousal Life Option. The Company may, at its discretion, permit or require other payment frequencies or methods subject to its minimum amount per payment requirement.

EXCESS INCOME WITHDRAWAL: An Excess Income Withdrawal occurs when a Withdrawal results in the cumulative Withdrawals for the Contract Year to exceed the Guaranteed Income Amount. If an Excess Income Withdrawal occurs, the Income Base is reduced by the same proportion as the Annuity Value is reduced by the Excess Income Withdrawal. At no time can an Excess Income Withdrawal exceed the Annuity Value less the remaining scheduled Guaranteed Income Withdrawal Payments for the current Contract Year. If the Excess Income Withdrawal reduces the Annuity Value to zero, it will result in termination of the Contract and Rider.

MINIMUM REQUIRED DISTRIBUTIONS UNDER THE CONTRACT

During the Accumulation Period, any Minimum Required Distributions under the Contract will reduce the Income Base proportionally.

During the Guaranteed Income Withdrawal Period, any Minimum Required Distributions under the Contract that exceed the Guaranteed Income Amount will not be treated as an Excess Income Withdrawal and will not reduce the Income Base.

ON THE MATURITY DATE: If the Annuity Value is greater than zero on the Maturity Date under the attached Contract, the Owner has the option to exchange the Settlement Option Benefit Amount for monthly lifetime payments equal to one-twelfth of the Guaranteed Income Amount in lieu of applying the Settlement Option Benefit Amount to one of the annuity payment options offered under the attached Contract.

RIDER CHARGE: On each Contract Anniversary, a Rider Charge will be deducted from the Annuity Value. The Rider Charge will be deducted proportionately from each applicable Crediting Rate Strategy. The Rider Charge is equal to the Rider Charge Percentage shown on the Data Page, multiplied by the Income Base on the applicable Contract Anniversary. The Rider Charge Percentage may change on Restart, but will not exceed the Maximum Rider Charge Percentage shown on the Data Page.

Rider Charges will not be deducted after the Annuity Value is reduced to zero.

TERMINATION OF RIDER: This Rider terminates on the earliest of the following dates:

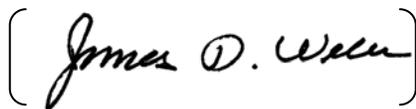
1. the date there is a change in any Covered Person;
2. the date of commencement of Settlement Option payments under a Settlement Option as described in the attached Contract;
3. the date the Contract, to which the Rider is attached, terminates;
4. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
5. the date the Owner assigns any rights or interests in the Contract to which this Rider is attached;
6. the date the Owner assigns any rights or interest in this Rider to anyone without the Company's prior written approval;
7. the date any death benefit is paid under the Contract to which this Rider is attached; or
8. the date the Owner elects, in writing, to terminate or cancel the Rider

Once this Rider is terminated, it may not be re-elected.

Each year, the Owner may be responsible for income taxes and applicable tax penalties on the amount of the Rider Benefits. A tax advisor should be consulted.

Nothing contained in this Rider will be held to change, waive or extend any provisions of the Contract except as stated.

Signed for the Company.



[President]



[Secretary]

Application is made to PHL Variable Insurance Company (“the Company”)

Administrative Office: [P.O. Box 81728, Lincoln, NE 68501]

ANNUITY APPLICATION
PLEASE PRINT AND USE DARK INK ONLY
 (Any changes must be initialed by the Owner(s))

SECTION 1 - THE PROPOSED ANNUITANT(S)

<p>Primary Annuitant Name & Address (print as desired on contract) John Q. Doe First Middle Last 123 ABC Street Street Anytown CT 123456 City State Zip Telephone (555) 555-5555 Gender <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female Social Security Number 123-45-6789 Date of Birth 1 15 1955 Birth State CT Mo Day Yr Marital Status married</p>	<p>Joint Annuitant (must be spouse of Annuitant if Owner is non-natural person) Name & Address (print as desired on contract) Jane M. Doe First Middle Last 123 ABC Street Street Anytown CT 123456 City State Zip Telephone (555) 555-5555 Gender <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female Social Security Number 56-12-0095 Date of Birth 6 2 1960 Birth State CT Mo Day Yr Marital Status married</p>
--	--

SECTION 2 - THE APPLICANT (PROPOSED OWNER) Complete this Section if Owner(s) is (are) different than Annuitant(s)

<p>Owner (If Owner is a Trust, include the Trust name and date established) Name & Address First Middle Last Street City State Zip Telephone () Gender <input type="checkbox"/> Male <input type="checkbox"/> Female Social Security Number or Tax ID Number Date of Birth Marital Status Mo Day Yr Relationship to Proposed Primary Annuitant</p>	<p>Joint Owner (must be spouse of Owner) Name & Address First Middle Last Street City State Zip Telephone () Gender <input type="checkbox"/> Male <input type="checkbox"/> Female Social Security Number or Tax ID Number Date of Birth Marital Status Mo Day Yr Relationship to Proposed Primary Annuitant</p>
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SECTION 3 - THE BENEFICIARY (If Beneficiary is a Trust, include the Trust name and date established.)

If only one beneficiary is elected and no allocation is indicated, the allocation will default to 100%. Unless otherwise specified, payments will be shared equally by all surviving primary beneficiaries, or if none, by all surviving contingent beneficiaries.

Primary Beneficiary(ies)	Date of Birth	Social Security Number	Relationship to Owner	Allocation %
Jane Doe	6/2/1960	56-12-0095	Wife	100
Contingent Beneficiary(ies)	Date of Birth	Social Security Number	Relationship to Owner	Allocation %
Sam Doe	5/26/1990	22-260-3619	Son	

SECTION 4 - PRODUCT INFORMATION

[Product Name: CommandMark 8

Optional Benefits or Riders: Guaranteed Income Withdrawal Rider (state availability may vary)
 If selected, you **must** choose either: Single Life Option or Spousal Life Option*
 Other _____]

* this option is only available to Federal Spouses who are Joint Owners (or Joint Annuitants if the Owner is a non-natural person)

Premium:	<input checked="" type="checkbox"/> Nonqualified	<input type="checkbox"/> Qualified (Complete both types)
Cash with Application Amount \$ <u>50,000</u>		<u>Annuity Type</u> <input type="checkbox"/> IRA <input type="checkbox"/> SEP-IRA <input type="checkbox"/> Roth-IRA <input type="checkbox"/> Other _____
Estimated Transfer Amount \$ _____		<u>Premium Type</u> <input type="checkbox"/> Contribution Tax Year _____ <input type="checkbox"/> Direct Transfer <input type="checkbox"/> Rollover _____

Initial Crediting Rate Strategy Selections

(whole percentages must equal 100% with no less than [10%] per strategy without Company's Administrative Office Approval)

[Strategy Name	Gold Strategy Rider	50	%
Strategy Name	Monthly Averaging Blended Strategy Rider	50	%
Strategy Name			%
Strategy Name			%
Strategy Name			%

SECTION 5 – REPLACEMENT

1. Are there any life insurance policies or annuity contracts owned by or on the life of the applicant? No Yes
 (If "Yes", complete Important Notice of Replacement form, if applicable.)
2. Will this annuity replace any existing life insurance or annuity contract? No Yes
 (If "Yes", complete Important Notice of Replacement form and provide details below, if applicable.)

SECTION 6 – OWNER STATEMENTS (REQUIRED) (If the Owner is a non-natural person, these questions apply to the proposed Annuitants)

1. Has any proposed Owner entered into, or is any proposed Owner planning to enter into, any arrangement with a third party, where each proposed Owner does not have an ongoing familial relationship, to sell this annuity contract? No Yes
2. Does any proposed Owner plan to use this annuity for any illegal purpose? No Yes
3. Is any proposed Owner currently in a Hospital, Hospice Facility or Nursing Home, or participating in an assisted living program? No Yes
4. To the best of your knowledge and belief, has any proposed Owner ever been diagnosed by a licensed medical professional, licensed physician or health care provider as having a Terminal Illness? No Yes

SECTION 7 - OWNER ACKNOWLEDGEMENTS

• I(We) understand that the Producer has no authority to make, modify, alter or discharge any contract. Acceptance of any contract issued on this application will ratify changes noted by the Company in the space titled "Home Office Changes" and a copy of the changed application attached to the contract will be sufficient notice of these changes.

• I(We) have read all the statements in this application and represent that they are complete and true to the best of my knowledge and belief. If a Trust is named as a Beneficiary, I(we) declare that the Trust is valid and operational as of the date this application is signed. I(We) understand that my(our) application is subject to the Company's administrative underwriting rules, which are applied uniformly.

• If I(We) reside in a community property or marital property state and have not named my spouse as the sole beneficiary, I understand that the spouse may need to consent to the non-spouse beneficiary designation and I(We) should consult with legal counsel regarding this designation. Should spousal consent be required, I(We) understand the Company is not liable for any consequences resulting from my(our) failure to obtain proper consent.

• Under penalties of perjury, I(we) certify that: a) the number shown on this form is my(our) correct social security/taxpayer identification number; b) I(We) may be subject to tax penalties under estimated tax payment rules if my(our) payments of estimated tax and tax withholding, if any, are not adequate; and (c) I(We) am(are) not subject to backup withholding because: 1) I(We) am(are) exempt from backup withholding; or 2) I(We) have not been notified by the Internal Revenue Service (IRS) that I(we) am(are) subject to backup withholding as a result of a failure to report all interest or dividends; or 3) the IRS has notified me(us) that I(we) am(are) no longer subject to backup withholding.

The contract applied for contains a Market Value Adjustment that may increase or decrease the values in the contract upon Withdrawal or Surrender prior to the end of the Surrender Charge Period.

Dated at Anytown, CT Date 5/1/2011

City and State


Signature of Owner

(If Owner is a Trust or other entity, print Trust/entity name and date established)



Signature of Joint Owner

By _____ Title or Authority of Owner
 Signature (e.g., Trustee Signature, Trustee)

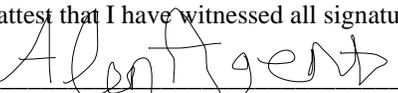
SECTION 8 - SPECIAL INSTRUCTIONS/HOME OFFICE CHANGES, if any

SECTION 9 - AGENT (PRODUCER) STATEMENT

- 1. Are there any life insurance policies or annuity contracts, owned by, or on the life of the owner(s) or the annuitant? No Yes
- 2. Will the proposed contract replace (in whole or in part) any existing life insurance or annuity contract inforce? No Yes

I certify that I have completed the amount of annuity training required by my jurisdictional state (if any) and have sent a certification that the training has been completed.

I attest that I have witnessed all signatures.

	Alan Agent	5/1/2011	55621994
Signature of Producer (Licensed Agent)	Printed Name of Producer	Date	Producer License Number

SECTION 10 - FRAUD NOTICES

[Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud as determined by a court of competent jurisdiction.

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

Colorado - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines and denial of insurance, and civil damages. Any insurance company or agent or an insurance company who knowingly provides false, incomplete, or misleading facts or information to the policyholder or claimant or the purpose of defending or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

District of Columbia - WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

Kentucky, Pennsylvania - Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal or civil penalties.

Ohio - Any person, who, with intent to defraud or knowing that he/she is facilitating a fraud against any insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma - Warning: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy/contract containing any false incomplete or misleading information is guilty of a felony.

Texas - Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

Tennessee - It is a crime to provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia - Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement may have violated the state law.]

SECTION 11 - DEFINITIONS

Hospital means an institution which: (1) is licensed as a Hospital and operated pursuant to law; and (2) is primarily engaged in providing medical or surgical care or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis under the supervision of a staff of one or more duly licensed physicians) diagnostic and major surgical facilities for the medical care and treatment of injured or sick persons on an inpatient basis for which a charge is made; and (3) provides 24-hour nursing service by or under the supervision of a registered nurse (RN).

Hospice Facility means an institution that provides a formal program of care for terminally ill patients whose life expectancy is less than six (6) months, provided on an inpatient basis and directed by a physician. The Facility must be licensed, certified or registered in accordance with state law.

Nursing Home means a facility which is licensed and operated primarily to provide nursing care for a charge (including room and board), according to the laws of the jurisdiction in which it is located. A Nursing Home may be a freestanding facility or it may be a distinct part of a facility, including a ward or wing of a Hospital or other facility.

Terminal Illness means an illness or condition that is expected to result in death within six (6) months.

PHL Variable Insurance Company

Administrative Office: [P.O. Box 81728, Lincoln, NE 68501 • Telephone (877) 549-7663 (Toll Free)]

AMENDMENT TO APPLICATION

["I" if single owner OR "We" if joint owners] hereby amend ["my" if single owner OR "our" if joint owners] original application as follows:

["I" if single owner OR "We" if joint owners] agree that these changes shall be an amendment to and form a part of the original application and of the annuity issued, if any. ["I" if single owner OR "We" if joint owners] also agree that these changes shall be binding on any person who shall have or claim any interest under such annuity.

Signed _____ [Signed _____]
(Owner) (Joint Owner)

Date _____

Contract Number _____

PHL Variable Insurance Company

Administrative Office: [P.O. Box 81728, Lincoln, NE 68501 • Telephone (877) 549-7663 (Toll Free)]

APPLICATION CLARIFICATION

CONTRACT NUMBER: [CONTRACT NUMBER]

NAME OF OWNER: [OWNER NAME]
[JOINT OWNER NAME]

[*James D. Wren*]

[President]

[*John H. Beer*]

[Secretary]

SERFF Tracking Number: TPCI-127103184 State: Arkansas
 Filing Company: PHL Variable Insurance Company State Tracking Number: 48667
 Company Tracking Number: 11LIA
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: Legacy Fixed Indexed Annuity
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: AR Flesch certif - 11LIA.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		
Attachments: SOV - Strategy Riders.pdf SOV - Applications.pdf SOV - 11LIA, 11LIADP12VB, 11LIADP8VB, 11LIADP0.pdf SOV - 11GLWB.pdf SOV - 11MVA.pdf SOV - 11VBR.pdf SOV - 11WSC.pdf		

	Item Status:	Status Date:
Satisfied - Item: AR - External Indexed Guideline Certification		
Comments:		
Attachment: AR certif - 11LIA.pdf		

	Item Status:	Status Date:
Satisfied - Item: AR - EIA Certification		
Comments:		
Attachment:		

SERFF Tracking Number: TPCI-127103184 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 48667
Company Tracking Number: 11LIA
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: Legacy Fixed Indexed Annuity
Project Name/Number: /
AR EIA hedging cert - 11LIA.pdf

Item Status:

**Status
Date:**

Satisfied - Item: AR - Reserve Certification

Comments:

Attachment:

AR reserve certif - 11LIA.pdf

ARKANSAS CERTIFICATION

FORM NO.	11LIA
FORM TITLE	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract
FLESCH SCORE	50.12
FORM NO.	11LIADP0
FORM TITLE	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract Schedule Pages
FLESCH SCORE	58.61
FORM NO.	11LIADP8VB
FORM TITLE	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract Schedule Pages
FLESCH SCORE	63.54
FORM NO.	11LIADP12VB
FORM TITLE	Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract Schedule Pages
FLESCH SCORE	62.57
FORM NO.	11VBR
FORM TITLE	Vesting Bonus Rider
FLESCH SCORE	51.34
FORM NO.	11GOLD
FORM TITLE	Gold Strategy Rider
FLESCH SCORE	52.85
FORM NO.	11MNTHBL
FORM TITLE	Monthly Average Blended Strategy Rider
FLESCH SCORE	58.65
FORM NO.	11GFR
FORM TITLE	Guaranteed Fixed Rate Strategy Rider
FLESCH SCORE	52.22
FORM NO.	11PTPM
FORM TITLE	Point-to-Point with Multiplier Strategy Rider
FLESCH SCORE	61.44
FORM NO.	11PTPC
FORM TITLE	Point-to-Point with Cap Strategy Rider
FLESCH SCORE	57.46
FORM NO.	11MVA
FORM TITLE	Market Value Adjustment Amendment
FLESCH SCORE	54.13

FORM NO.	11WSC
FORM TITLE	Confinement Waiver Amendment
FLESCH SCORE	50.22
FORM NO.	11GLWB
FORM TITLE	Guaranteed Lifetime Withdrawal Benefit Rider
FLESCH SCORE	50.49
FORM NO.	* LEG11-01
FORM TITLE	Annuity Application
FLESCH SCORE	50.59
FORM NO.	* LEG11-02
FORM TITLE	Amendment to Application
FLESCH SCORE	50.59
FORM NO.	* LEG11-03
FORM TITLE	Application Clarification
FLESCH SCORE	50.59

- **These forms were scored together as one document.**

I hereby certify the following:

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

PHL Variable Insurance Company

Signature: 
Name: **Scott Zweig**
Title: **State Compliance Associate**
Date: **MAY 2, 2011**

PHL Variable Insurance Company

Statement of Variability

Form 11GFR

This Statement of Variability sets forth the variable information which will appear in brackets in form **11GFR**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Company name, Home Office address, Administrative Office address/phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

PHL Variable Insurance Company

Statement of Variability

Form 11GOLD

This Statement of Variability sets forth the variable information which will appear in brackets in form **11GOLD**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Company name, Home Office address, Administrative Office address/phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

Index: the name of the gold Index and its publication will appear in these fields. Should we change them, it would be for new issues only and could include any recognized index or publication that publishes a gold index

Transfers and Renewals: the minimum transfer amount and percentages will appear in these fields. Should we change these values, it would be for new issues only and they could range from \$500 to \$15,000 and 1% to 100%.

PHL Variable Insurance Company

Statement of Variability

Form 11MNTHBL

This Statement of Variability sets forth the variable information which will appear in brackets in form **11MNTHBL**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Company name, Home Office address, Administrative Office address/phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

Indices: the name of the Index or Indices will appear in this field. Should we change the name(s), it would be for new issues only. The indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

Interest Crediting Rate: the percentages used to determine the Interest Crediting Rate will appear in these fields. Should these percentages change, it would be for new issues only and could range from 0% to 100%.

Transfers and Renewals: the minimum transfer amount and percentages will appear in these fields. Should we change these values, it would be for new issues only and they could range from \$500 to \$15,000 and 1% to 100%.

Index Disclosures: the index disclosures are bracketed to indicate that they may change based on the indices used with this particular Strategy. If the applicable index or indices require a disclosure paragraph as part of their contractual licensing agreement it will appear here.

PHL Variable Insurance Company

Statement of Variability

Form 11PTPC

This Statement of Variability sets forth the variable information which will appear in brackets in form **11PTPC**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Company name, Home Office address, Administrative Office address/phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

Index: the name of the Index will appear in this field. Should we change the name, it would be for new issues only. The indices used could be any of the following: S&P 500, EAFE, Nasdaq 100, DJIA, Russell 2000, EURO STOXX 50, FTSE 100, Nikkei 225, iShares Barclays Aggregate Bond Fund, Barclays Capital U.S. Aggregate Bond Index, Hang Seng, S&P 400, iShares MSCI Hong Kong Index Fund, NYSE Arca Hong Kong 30.

Transfers and Renewals: the minimum transfer amount and percentages will appear in these fields. Should we change these values, it would be for new issues only and they could range from \$500 to \$15,000 and 1% to 100%.

Index Disclosures: the index disclosures are bracketed to indicate that they may change based on the indices used with this particular Strategy. If the applicable index or indices require a disclosure paragraph as part of their contractual licensing agreement it will appear here.

PHL Variable Insurance Company

Statement of Variability

Form 11PTPM

This Statement of Variability sets forth the variable information which will appear in brackets in form **11PTPM**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Company name, Home Office address, Administrative Office address/phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

Swap Rate: the Swap Rate name and description will appear in this field. Should we change the rate it would be for new issues only.

Transfers and Renewals: the minimum transfer amount and percentages will appear in these fields. Should we change these values, it would be for new issues only and they could range from \$500 to \$15,000 and 1% to 100%.

PHL Variable Insurance Company

Statement of Variability

Form LEG11-01

This Statement of Variability sets forth the variable information which will appear in brackets in form **LEG11-01**. No Change in variability will be made which in any way expands the scope of the wording being changed.

The Administrative Office address has been bracketed to indicate that it may change in the future.

Section 4

The list of available optional benefits or riders is bracketed to indicate that one or more optional benefits or riders may be added, deleted and not offered (subject to state insurance department filing and approval requirements), and that the marketing names used may change. If these benefits are not available in your state, they will not appear on the application.

The list of available qualified plans is bracketed to indicate that one or more of the options may be deleted and not offered, that additional options may be added, and/or the plan names may change.

The table of Initial Crediting Rate Strategy Selections is bracketed it indicate that one or more strategies may be added, deleted and not offered (subject to insurance department filing and approval requirements) and that the number of rows in that table may change as a result. For example, if a sixth strategy is offered, a sixth row will appear in this table.

Section 10

The fraud notices are bracketed to indicate that should the state required fraud notice language change in the future, the language in this section will be revised to reflect that change.

Form LEG11-02

This Statement of Variability sets forth the variable information which will appear in brackets in form **LEG11-02**. No Change in variability will be made which in any way expands the scope of the wording being changed.

The Administrative Office address and phone number are bracketed to indicate that they may change in the future.

The references to "I" , "We" , "my" and "our" are is bracketed to indicate that the proper word will appear depending on whether there is a single owner or joint owners. For example, if the contract is owned by a single person, the first sentence will read as follows: "I hereby amend my original application as follows:"

The Joint Owner signature line is bracketed to indicate that it will only appear if there are Joint Owners on the contract.

Form LEG11-03

This Statement of Variability sets forth the variable information which will appear in brackets in form **LEG11-03**. No Change in variability will be made which in any way expands the scope of the wording being changed.

The Administrative Office address, phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

The Contract Number field is bracketed to indicate that the appropriate contract number will appear in this field.

The Name of Owner field is bracketed to indicate that the appropriate Owner name (or Joint Owner name, if applicable) will appear in this field.

PHL Variable Insurance Company

Statement of Variability

Form 11LIA

This Statement of Variability sets forth the variable information which will appear in brackets in form **11LIA**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Company name, Home Office address, Administrative Office address/phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

The number of days required for the right to return the contract are bracketed to indicate that they may change depending on the requirements of the state where the contract is delivered. Should the state adopt new requirements for this number of days, the contract will reflect it accordingly.

The minimum amount that may be withdrawn from the contract (see Withdrawals provision) is set at the time of issue and is guaranteed for the life of the contract. Should we change this amount, it would be for new issues only and could range from \$50 to \$5,000.

Forms 11LIADP8VB and 11LIADP12VB

This Statement of Variability sets forth the variable information which will appear in brackets in forms **11LIADP8VB and 11LIADP12VB**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The information in this field will appear as applicable for each contract.

Owner(s) Name(s) and Birth Date(s): The information in these fields will appear as applicable for each contract.

Annuitant(s) Name and Birth Date(s): The information in these fields will appear as applicable for each contract.

Contract Issue Date: The information in this field will appear as applicable for each contract.

Contract Anniversary: The information in this field will appear as applicable for each contract.

Settlement Option: Unless otherwise requested, the default settlement option will appear in this field at time of issue. Currently, the default settlement option is Life Annuity with 10 Year Period Certain. Should we change this option, it would be for new issues only and could be any other settlement option available at the time of issue.

Maturity Date: The information in this field will appear as applicable for each contract.

Crediting Rate Strategies: The names of any Crediting Rate Strategies ("Strategy") offered with this contract will appear in this field. Strategies are bracketed to indicate that Strategies may be added to and removed from this section for new issues. There may be as few as one Strategy and all Strategies available at issue will appear, even if no premium was initially allocated to them.

Initial Premium Allocated: The amount of premium allocated to each Strategy at issue will appear in this field. This amount will be determined based on allocation percentages chosen at the time of application (or as later changed, but before the Contract Issue Date).

Index Term Period: the length of time applicable to the particular Strategy at issue will appear in this field and can range from 1 to 10 years.

Cap: the interest cap applicable to the particular Strategy at the time of issue will appear in this field. This percentage is guaranteed only for the initial Index Term Period selected and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with a particular Strategy, "N/A" will appear in this field.

Participation Rate: the participation rate applicable to the particular Strategy at the time of issue will appear in this field. This percentage is guaranteed only for the initial Index Term Period selected and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with a particular Strategy, "N/A" will appear in this field.

Minimum Guaranteed Interest Rate: the minimum guaranteed interest rate will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 3%.

Initial Bonus Allocated: The amount of the Premium Bonus allocated to each Strategy will appear in this field. The Premium Bonus will be allocated among the Strategies in the same proportion as the Premium.

The annualized interest rate applicable for the initial duration of the Guaranteed Fixed Rate Strategy will appear in this field. Should we change this percentage, it would be after the conclusion of the initial duration and could range from the Minimum Guaranteed Fixed Rate (below) to 15%

The beginning and ending dates applicable to the initial duration (at issue) of the Guaranteed Fixed Rate Strategy will appear in this field. It will be in month, day, year format.

Minimum Guaranteed Fixed Rate: the minimum annualized interest rate applicable for any year of the Guaranteed Fixed Rate Strategy will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 3%.

Multiplier: the multiplier factor applicable to the particular Strategy at the time of issue will appear in this field. This factor is guaranteed only for the initial Index Term Period selected and may change upon renewal or transfer. Should this factor change, it could range from 1 to 25. If the applicable Strategy is no longer offered, this field will not appear.

Spread: the spread applicable to the particular Strategy at the time of issue will appear in this field. This percentage is guaranteed only for the initial Index Term Period selected and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If the applicable Strategy is no longer offered, this field will not appear.

Point-to-Point with Cap Strategy:

Minimum Participation Rate: the minimum participation rate that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this particular Strategy is no longer offered, this field will not appear.

Minimum Cap: the minimum interest cap that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this particular Strategy is no longer offered, this field will not appear.

Point-to-Point with Multiplier Strategy:

Minimum Cap: the minimum interest cap that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this particular Strategy is no longer offered, this field will not appear.

Minimum Multiplier: the minimum multiplier factor that can be applied to this particular Strategy will appear in this field. This factor is guaranteed for the life of the Contract. Should this factor change, it could range from 1 to 25. If this particular Strategy is no longer offered, this field will not appear.

Gold Strategy:

Minimum Participation Rate: the minimum participation rate that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this particular Strategy is no longer offered, this field will not appear.

Minimum Cap: the minimum interest cap that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this particular Strategy is no longer offered, this field will not appear.

Monthly Averaging Blended Strategy:

Minimum Participation Rate: the minimum participation rate that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this particular Strategy is no longer offered, this field will not appear.

Minimum Cap: the minimum interest cap that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be

for new issues only and could range from 1% to 99,999%. If this particular Strategy is no longer offered, this field will not appear.

Maximum Spread: the maximum spread that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this particular Strategy is no longer offered, this field will not appear.

Maximum Fixed Strategy Allocation Percentage: the maximum percentage of the Premium that can be allocated to the Guaranteed Fixed Rate Strategy will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 100%. A Maximum Fixed Strategy Allocation Percentage of 0% would mean that Premium is not permitted to be allocated to the Guaranteed Fixed Rate Strategy

Minimum Remaining Annuity Value: the threshold value that will trigger a surrender if the Annuity Value falls below it will appear in this field. Should we change this value, it would be for new issues only and could range from \$500 to \$25,000.

Penalty Free Withdrawal Percentage: The percentage used to determine the Penalty Free Withdrawal Amount will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 100%.

Waiver of Surrender Charge Threshold: The time after which the Waiver of Surrender Charge feature may be utilized will appear in this field. Should we change this value, it would be for new issues only and could range from the Contract Issue Date to the 15th Contract Year.

Waiver of Surrender Charge Vesting Threshold: The time after which the Non-Vested Bonus Amount will be included in the amount available for exchange under the Waiver of Surrender Charge feature will appear in this field. Should we change this value, it would be for new issues only and could range from the Contract Issue Date to the 15th Contract Year.

Vesting Threshold: The time after which the Non-Vested Bonus Amount will be included in the Annuity Value for calculation of the Death Benefit will appear in this field. Should we change this value, it would be for new issues only and could range from the Contract Issue Date to the 15th Contract Year.

Prior Confinement Period: The period of time prior to the Issue Date which an Owner must not have been confined to a Hospital, Hospice Facility or Nursing Home in order to be eligible for the Confinement Waiver will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 5 years.

Waiting Period: The length of time which must elapse from the Contract Issue Date in order to be eligible to exercise the Confinement Waiver will appear in this field. Should we change this length of time, it would be for new issues only and could range from 6 months to 5 years.

Elimination Period: The minimum period of time, in consecutive days, which an Owner must be confined to a Hospital, Hospice Facility or Nursing Home for the Confinement Waiver to be exercised will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 365 days.

Optional benefits or riders: Optional benefits or riders offered with this product may appear in this field and may be added or removed based on availability. Any new benefits or riders that require approval from the Department will be submitted for approval prior to use. Only the optional benefits or riders applicable for a specific issued Contract will appear on the Data Page.

If the Guaranteed Lifetime Withdrawal Benefit Rider is elected and issued with the Contract, the following fields will appear. If the rider is not elected, these fields will not appear.

Minimum Election Age: The earliest age (of the youngest Covered Person) at which Guaranteed Income Withdrawal Payments may be elected will appear in this field. Should we change this age, it would be for new issues only and could range from 25 to 85 years.

Roll-Up Rate: the interest rate credited during the Initial Roll-Up Period will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 15%.

Initial Roll-Up Period: The period of time during which the Roll-Up Rate is credited will appear in this field. Should we change this value, it would be for new issues only and could range from the first Contract Year to the first 20 Contract Years

Subsequent Roll-Up Period: The period of time after Restart during which the Restart Roll-Up Rate is credited will appear in this field. Should we change this value, it would be for new issues only and could range from the 1 Contract Year to 30 Contract Years.

Guaranteed Minimum Restart Roll-Up Rate: the minimum interest rate that is used to determine the Restart Roll-Up Rate credited during the Subsequent Roll-Up Period will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 15%.

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

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

The phrase "Single Life Option" is bracketed to indicate that it may change based on the version of the rider elected at the time of application. If the Single Life Option is elected, the words "Single Life Option" will appear. If the Spousal Life Option is elected, the words "Spousal Life Option" will appear.

Guaranteed Income Withdrawal Percentage: the percentages used to determine the Guaranteed Income Amount will appear in this field. These percentages will vary based on whether the Single Life Option or Spousal Life Option is elected. Should we change these percentages, it would be for new issues only and could range from 0% to 15%. Should we change the applicable ages, it would be for new issues only and they could range from 30 to 100 years. As the result of age changes or groupings, additional age and percentage combinations may be added or deleted.

Surrender Charge Schedule: The percentages used in determining the appropriate Surrender Charge will appear in this table. Different schedules may be offered with different versions of the product. We may offer these varying Surrender Charge schedules concurrently. Should we change these years or percentages it would be for new issues of that version only and could range from 0 to 15 years and 0% to 25%.

Vesting Schedule: The percentage of the Premium Bonus that is vested and the number of years from which it will be measured will appear in this table. Should we change this amount of time or percentage it would be for new issues only and could range from 0 to 20 years and 0% to 100%.

Premium Bonus Percentage: the percentage used to determine the Premium Bonus applicable to this contract, will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 40%. This percentage is only applied at the time of issue.

Rider and Endorsements: The names of riders and endorsements (previously or subsequently approved the Department) and their corresponding form numbers will appear in this field. The forms that appear may vary based on availability and election, but will only include forms approved by the Department.

Form 11LIADP0

This Statement of Variability sets forth the variable information which will appear in brackets in forms **11LIADP0**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The information in this field will appear as applicable for each contract.

Owner(s) Name(s) and Birth Date(s): The information in these fields will appear as applicable for each contract.

Annuitant(s) Name and Birth Date(s): The information in these fields will appear as applicable for each contract.

Contract Issue Date: The information in this field will appear as applicable for each contract.

Contract Anniversary: The information in this field will appear as applicable for each contract.

Settlement Option: Unless otherwise requested, the default settlement option will appear in this field at time of issue. Currently, the default settlement option is Life Annuity with 10 Year Period Certain. Should we change this option, it would be for new issues only and could be any other settlement option available at the time of issue.

Maturity Date: The information in this field will appear as applicable for each contract.

Crediting Rate Strategies: The names of any Crediting Rate Strategies ("Strategy") offered with this contract will appear in this field. Strategies are bracketed to indicate that Strategies may be added to and removed from this section for new issues. There may be as few as one Strategy and all Strategies available at issue will appear, even if no premium was initially allocated to them.

Initial Premium Allocated: The amount of premium allocated to each Strategy at issue will appear in this field. This amount will be determined based on allocation percentages chosen at the time of application (or as later changed, but before the Contract Issue Date).

Index Term Period: the length of time applicable to the particular Strategy at issue will appear in this field and can range from 1 to 10 years.

Cap: the interest cap applicable to the particular Strategy at the time of issue will appear in this field. This percentage is guaranteed only for the initial Index Term Period selected and may change upon renewal or transfer. Should this percentage change, it could range from 1% to 99,999%. If this feature is not applicable with a particular Strategy, "N/A" will appear in this field.

Participation Rate: the participation rate applicable to the particular Strategy at the time of issue will appear in this field. This percentage is guaranteed only for the initial Index Term Period selected and may change upon renewal or transfer. Should this percentage change, it could range from 10% to 200%. If this feature is not applicable with a particular Strategy, "N/A" will appear in this field.

Minimum Guaranteed Interest Rate: the minimum guaranteed interest rate will appear in this field. Should we change this percentage, it would be for new issues only and could range from 1% to 3%.

The annualized interest rate applicable for the initial duration of the Guaranteed Fixed Rate Strategy will appear in this field. Should we change this percentage, it would be after the conclusion of the initial duration and could range from the Minimum Guaranteed Fixed Rate (below) to 15%

The beginning and ending dates applicable to the initial duration (at issue) of the Guaranteed Fixed Rate Strategy will appear in this field. It will be in month, day, year format.

Minimum Guaranteed Fixed Rate: the minimum annualized interest rate applicable for any year of the Guaranteed Fixed Rate Strategy will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 3%.

Multiplier: the multiplier factor applicable to the particular Strategy at the time of issue will appear in this field. This factor is guaranteed only for the initial Index Term Period selected and may change upon renewal or transfer.

Should this factor change, it could range from 1 to 25. If the applicable Strategy is no longer offered, this field will not appear.

Spread: the spread applicable to the particular Strategy at the time of issue will appear in this field. This percentage is guaranteed only for the initial Index Term Period selected and may change upon renewal or transfer. Should this percentage change, it could range from 0% to 200%. If the applicable Strategy is no longer offered, this field will not appear.

Point-to-Point with Cap Strategy:

Minimum Participation Rate: the minimum participation rate that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this particular Strategy is no longer offered, this field will not appear.

Minimum Cap: the minimum interest cap that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this particular Strategy is no longer offered, this field will not appear.

Point-to-Point with Multiplier Strategy:

Minimum Cap: the minimum interest cap that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this particular Strategy is no longer offered, this field will not appear.

Minimum Multiplier: the minimum multiplier factor that can be applied to this particular Strategy will appear in this field. This factor is guaranteed for the life of the Contract. Should this factor change, it could range from 1 to 25. If this particular Strategy is no longer offered, this field will not appear.

Gold Strategy:

Minimum Participation Rate: the minimum participation rate that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this particular Strategy is no longer offered, this field will not appear.

Minimum Cap: the minimum interest cap that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this particular Strategy is no longer offered, this field will not appear.

Monthly Averaging Blended Strategy:

Minimum Participation Rate: the minimum participation rate that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 10% to 200%. If this particular Strategy is no longer offered, this field will not appear.

Minimum Cap: the minimum interest cap that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 1% to 99,999%. If this particular Strategy is no longer offered, this field will not appear.

Maximum Spread: the maximum spread that can be applied to this particular Strategy will appear in this field. This percentage is guaranteed for the life of the Contract. Should we change this percentage, it would be for new issues only and could range from 0% to 200%. If this particular Strategy is no longer offered, this field will not appear.

Maximum Fixed Strategy Allocation Percentage: the maximum percentage of the Premium that can be allocated to the Guaranteed Fixed Rate Strategy will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 100%. A Maximum Fixed Strategy Allocation Percentage of 0% would mean that Premium is not permitted to be allocated to the Guaranteed Fixed Rate Strategy

Minimum Remaining Annuity Value: the threshold value that will trigger a surrender if the Annuity Value falls below it will appear in this field. Should we change this value, it would be for new issues only and could range from \$500 to \$25,000.

Penalty Free Withdrawal Percentage: The percentage used to determine the Penalty Free Withdrawal Amount will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 100%.

Waiver of Surrender Charge Threshold: The time after which the Waiver of Surrender Charge feature may be utilized will appear in this field. Should we change this value, it would be for new issues only and could range from the Contract Issue Date to the 15th Contract Year.

Prior Confinement Period: The period of time prior to the Issue Date which an Owner must not have been confined to a Hospital, Hospice Facility or Nursing Home in order to be eligible for the Confinement Waiver will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 5 years.

Waiting Period: The length of time which must elapse from the Contract Issue Date in order to be eligible to exercise the Confinement Waiver will appear in this field. Should we change this length of time, it would be for new issues only and could range from 6 months to 5 years.

Elimination Period: The minimum period of time, in consecutive days, which an Owner must be confined to a Hospital, Hospice Facility or Nursing Home for the Confinement Waiver to be exercised will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 365 days.

Optional benefits or riders: Optional benefits or riders offered with this product may appear in this field and may be added or removed based on availability. Any new benefits or riders that require approval from the Department will be submitted for approval prior to use. Only the optional benefits or riders applicable for a specific issued Contract will appear on the Data Page.

If the Guaranteed Lifetime Withdrawal Benefit Rider is elected and issued with the Contract, the following fields will appear. If the rider is not elected, these fields will not appear.

Minimum Election Age: The earliest age (of the youngest Covered Person) at which Guaranteed Income Withdrawal Payments may be elected will appear in this field. Should we change this age, it would be for new issues only and could range from 25 to 85 years.

Roll-Up Rate: the interest rate credited during the Initial Roll-Up Period will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 15%.

Initial Roll-Up Period: The period of time during which the Roll-Up Rate is credited will appear in this field. Should we change this value, it would be for new issues only and could range from the first Contract Year to the first 20 Contract Years

Subsequent Roll-Up Period: The period of time after Restart during which the Restart Roll-Up Rate is credited will appear in this field. Should we change this value, it would be for new issues only and could range from the 1 Contract Year to 30 Contract Years.

Guaranteed Minimum Restart Roll-Up Rate: the minimum interest rate that is used to determine the Restart Roll-Up Rate credited during the Subsequent Roll-Up Period will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 15%.

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

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

The phrase "Single Life Option" is bracketed to indicate that it may change based on the version of the rider elected at the time of application. If the Single Life Option is elected, the words "Single Life Option" will appear. If the Spousal Life Option is elected, the words "Spousal Life Option" will appear.

Guaranteed Income Withdrawal Percentage: the percentages used to determine the Guaranteed Income Amount will appear in this field. These percentages will vary based on whether the Single Life Option or Spousal Life Option is elected. Should we change these percentages, it would be for new issues only and could range from 0% to 15%. Should we change the applicable ages, it would be for new issues only and they could range from 30 to 100 years. As the result of age changes or groupings, additional age and percentage combinations may be added or deleted.

Surrender Charge Schedule: The percentages used in determining the appropriate Surrender Charge will appear in this table. Different schedules may be offered with different versions of the product. We may offer these varying Surrender Charge schedules concurrently. Should we change these years or percentages it would be for new issues of that version only and could range from 0 to 15 years and 0% to 25%.

Rider and Endorsements: The names of riders and endorsements (previously or subsequently approved the Department) and their corresponding form numbers will appear in this field. The forms that appear may vary based on availability and election, but will only include forms approved by the Department.

PHL Variable Insurance Company

Statement of Variability

Form 11GLWB

This Statement of Variability sets forth the variable information which will appear in brackets in form **11GLWB**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Company name, Home Office address, Administrative Office address/phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

PHL Variable Insurance Company

Statement of Variability

Form 11MVA

This Statement of Variability sets forth the variable information which will appear in brackets in form **11MVA**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Company name, Home Office address, Administrative Office address/phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

PHL Variable Insurance Company

Statement of Variability

Form 11VBR

This Statement of Variability sets forth the variable information which will appear in brackets in form **11VBR**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Company name, Home Office address, Administrative Office address/phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

PHL Variable Insurance Company

Statement of Variability

Form 11WSC

This Statement of Variability sets forth the variable information which will appear in brackets in form **11WSC**. No Change in variability will be made which in any way expands the scope of the wording being changed.

Company name, Home Office address, Administrative Office address/phone number, Officer signatures and titles are bracketed to indicate that they may change in the future.

ARKANSAS CERTIFICATION

FORM NO. FORM TITLE	11LIA Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract
FORM NO. FORM TITLE	11LIADP0 Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract Schedule Pages
FORM NO. FORM TITLE	11LIADP8VB Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract Schedule Pages
FORM NO. FORM TITLE	11LIADP12VB Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract Schedule Pages
FORM NO. FORM TITLE	11VBR Vesting Bonus Rider
FORM NO. FORM TITLE	11GOLD Gold Strategy Rider
FORM NO. FORM TITLE	11MNTHBL Monthly Average Blended Strategy Rider
FORM NO. FORM TITLE	11GFR Guaranteed Fixed Rate Strategy Rider
FORM NO. FORM TITLE	11PTPM Point-to-Point with Multiplier Strategy Rider
FORM NO. FORM TITLE	11PTPC Point-to-Point with Cap Strategy Rider
FORM NO. FORM TITLE	11MVA Market Value Adjustment Amendment
FORM NO. FORM TITLE	11WSC Confinement Waiver Amendment
FORM NO. FORM TITLE	11GLWB Guaranteed Lifetime Withdrawal Benefit Rider
FORM NO. FORM TITLE	LEG11-01 Annuity Application
FORM NO. FORM TITLE	LEG11-02 Amendment to Application
FORM NO. FORM TITLE	LEG11-03 Application Clarification

I hereby certify the following:

To the best of my knowledge and belief:

- the above form(s) and submission complies with the External Indexed Contract Guidelines;
- the disclosure document is not deceptive, confusing or misleading and contains at least the items referenced in the "Disclosure and Advertising" section of the guidelines;
- this contract will not be solicited by any person who is not trained and qualified;

PHL Variable Insurance Company



Signature: _____

Name: **Jeanie Gagnon**

Title: **Second Vice President, Product & Regulatory Compliance**

Date: **April 29, 2011**

**ARKANSAS
CERTIFICATION**

FORM NO. FORM TITLE	11LIA Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract
FORM NO. FORM TITLE	11LIADP0 Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract Schedule Pages
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FORM NO.	LEG11-01
FORM TITLE	Annuity Application
FORM NO.	LEG11-02
FORM TITLE	Amendment to Application
FORM NO.	LEG11-03
FORM TITLE	Application Clarification

I hereby certify the following:

To the best of my knowledge and belief:

- The company will establish and maintain a detailed file defining the system for hedging.

PHL Variable Insurance Company

Signature: 
Name: **Zhisheng Zhou,**
Title: **Assistant Vice President**
Date: **April 26, 2011**

ARKANSAS CERTIFICATION

FORM NO. FORM TITLE	11LIA Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract
FORM NO. FORM TITLE	11LIADP0 Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract Schedule Pages
FORM NO. FORM TITLE	11LIADP8VB Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity Contract Schedule Pages
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FORM NO. FORM TITLE	11GLWB Guaranteed Lifetime Withdrawal Benefit Rider
FORM NO. FORM TITLE	LEG11-01 Annuity Application
FORM NO. FORM TITLE	LEG11-02 Amendment to Application
FORM NO. FORM TITLE	LEG11-03 Application Clarification

I hereby certify the following:

To the best of my knowledge and belief:

- The company will address external-indexed contracts separately in the annual actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed;

PHL Variable Insurance Company

A handwritten signature in blue ink that reads "Terry J. Boucher". The signature is written in a cursive style and is positioned above a horizontal line.

Signature: _____

Name: **Terry J. Boucher, FSA, MAAA**

Title: **Second Vice President and Actuary**

Date: **4/29/2011**