

SERFF Tracking Number: GARD-127289233 State: Arkansas
Filing Company: The Guardian Insurance & Annuity Company Inc. State Tracking Number: 49309
Company Tracking Number: 09-IVA
TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable Sub-TOI: A02.11.002 Flexible Premium
Product Name: 09-IVA 2011 Endorsements
Project Name/Number: 09-IVA 2011 Endorsements/09-IVA

Filing at a Glance

Company: The Guardian Insurance & Annuity Company Inc.

Product Name: 09-IVA 2011 Endorsements SERFF Tr Num: GARD-127289233 State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed-Approved- Closed State Tr Num: 49309
Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 09-IVA State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Disposition Date: 07/20/2011
Authors: Lisa Capella, Louis A Conte, Peter Diggins, Margaret Lewis-Forbes, John Monahan, Monica Wilson, Carline Hamilton, Kathleen Tobin
Date Submitted: 07/15/2011 Disposition Status: Approved-Closed
Implementation Date Requested: Implementation Date:
State Filing Description:

General Information

Project Name: 09-IVA 2011 Endorsements Status of Filing in Domicile:
Project Number: 09-IVA 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: 07/20/2011
State Status Changed: 07/20/2011
Deemer Date: Created By: Lisa Capella
Submitted By: Peter Diggins Corresponding Filing Tracking Number:
Filing Description:

Re: The Guardian Insurance & Annuity Company, Inc. (GIAC)
Variable Annuity Endorsements

SERFF Tracking Number: GARD-127289233 State: Arkansas
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Enclosed for your review and approval are 5 endorsements attached to the form schedule. The expected introduction date for these new forms is October 2011, or upon approval by your Department, if later.

Please see Appendix A for more information concerning these forms, including the forms being replaced, and for the contract with which they will be used. This rider will be available in the general and tax-qualified markets. The issue ages are the same ages as the contract to which they will be attached.

Fixed-Rate Option Endorsement

This endorsement provides a fixed-rate option on our variable annuity contract listed in Appendix A. It is similar to the form it is replacing. The main difference is that this endorsement uses the index approach in determining the minimum guaranteed interest rate. The form it is replacing had a fixed 3% minimum rate.

Death Benefit Endorsement

This endorsement amends all newly issued contracts indicated in Appendix A. This endorsement amends the death benefit provisions of the contract to more clearly indicate our process of distributing death benefit proceeds.

Withdrawal Provision Endorsement

This endorsement amends all newly issued contracts indicated in Appendix A. It amends the Withdrawal provision to indicate that a withdrawal will only be processed if after the Withdrawal the surrender value is positive.

Contract Fee Endorsement

This endorsement will be used with both in force and newly issued contracts under the contract indicated in Appendix A. This endorsement will aggregate the accumulation value for all contracts owned by the same owner in determining whether the contract fee is waived. This will allow owners who have multiple contracts of the same series to meet the \$100,000 threshold for waiving this fee even if the individual contracts on their own do not meet this threshold. We will notify all affected in force contractowners of this enhanced feature.

Internal Replacement Endorsement

This endorsement will be included in newly issued contracts where an in force GIAC variable annuity contract is being replaced as part of the sale. In this situation, we are waiving the contingent deferred sales charge for the initial premium since those premiums were invested in a GIAC variable annuity contract and were no longer subject to a charge under the contract being replaced.

Statements of Variability applicable to the endorsements are also included with this submission and describe those elements that are variable in nature.

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These forms will be laser emitted or pre-printed with language identical to that approved by the Department. GIAC reserves the right to change the duplex printing, line location of sentences and words and the type font (but not the point size) of pages and forms without submitting them for approval.

Readability requirements do not apply to these forms, as they will be used with a variable annuity contract that is a security subject to federal regulation. Any other applicable certifications and fees, if required, are included.

I hope this information is satisfactory and that we may receive your Department's approval of this submission at your earliest convenience. If you have any questions or concerns over this submission, please feel free to contact me at (212) 598-7436 or via SERFF.

Sincerely,

Peter Diggins
Director, Individual Life Product Filings and Compliance

Company and Contact

Filing Contact Information

Lisa Capella, Specialist lcapella@glic.com
7 Hanover Square 212-598-1321 [Phone]
New York, NY 10004 212-919-2592 [FAX]

Filing Company Information

The Guardian Insurance & Annuity Company CoCode: 78778 State of Domicile: Delaware
Inc.
7 Hanover Square Group Code: 429 Company Type:
New York, NY 10004 Group Name: State ID Number:
(212) 598-8000 ext. [Phone] FEIN Number: 13-2656036

Filing Fees

SERFF Tracking Number: GARD-127289233 State: Arkansas
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Fee Required? Yes
Fee Amount: \$250.00
Retaliatory? Yes
Fee Explanation: \$50 per form x 5 = \$250
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Guardian Insurance & Annuity Company Inc.	\$250.00	07/15/2011	49824017

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/20/2011	07/20/2011

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Disposition

Disposition Date: 07/20/2011

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 - Acturial Memo		No
Supporting Document	Appendix A		Yes
Supporting Document	Statement of Variability		Yes
Form	Fixed-Rate Option (FRO)		Yes
Form	Contract Fee Endorsement		Yes
Form	Death Benefit Endorsement		Yes
Form	Replacement Endorsement		Yes
Form	Withdrawal Endorsement		Yes

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Form Schedule

Lead Form Number: 11-FRO

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11-FRO	Policy/Cont Fixed-Rate Option ract/Fratern (FRO) al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	11-FRO.pdf
	11-WCF	Policy/Cont Contract Fee ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	11-WCF.pdf
	11-DBE	Policy/Cont Death Benefit ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	11-DBE.pdf
	11-REPLW	Policy/Cont Replacement ract/Fratern Endorsement	Initial		0.000	11- REPLW.pdf

<i>SERFF Tracking Number:</i>	<i>GARD-127289233</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Guardian Insurance & Annuity Company</i>	<i>State Tracking Number:</i>	<i>49309</i>
	<i>Inc.</i>		
<i>Company Tracking Number:</i>	<i>09-IVA</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>09-IVA 2011 Endorsements</i>		
<i>Project Name/Number:</i>	<i>09-IVA 2011 Endorsements/09-IVA</i>		
	<i>al</i>		
	<i>Certificate:</i>		
	<i>Amendmen</i>		
	<i>t, Insert</i>		
	<i>Page,</i>		
	<i>Endorseme</i>		
	<i>nt or Rider</i>		
<i>11-CFD</i>	<i>Policy/Cont Withdrawal</i>	<i>Initial</i>	<i>0.000</i>
	<i>ract/Fratern Endorsement</i>		<i>11-CFD.pdf</i>
	<i>al</i>		
	<i>Certificate:</i>		
	<i>Amendmen</i>		
	<i>t, Insert</i>		
	<i>Page,</i>		
	<i>Endorseme</i>		
	<i>nt or Rider</i>		

ENDORSEMENT

FIXED-RATE OPTION (FRO)

SPECIFICATIONS

Initial Minimum Guaranteed Effective Annual Interest Rate	[1.1%]
Maximum FRO Allocation Percentage	[25%]
Calendar Month used For Determination of Guaranteed Rate	[February]

This endorsement is attached to and made part of the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Terms used in this endorsement that are not defined below have the meanings ascribed to such terms in the Basic Contract to which this endorsement is attached.

With this endorsement, the following definitions in the Basic Contract are amended to read as follows:

- **Accumulation Value:** The value attributable to the contract. The Accumulation Value is the sum of the values attributable to the Variable Investment Options and the Fixed-Rate Option.
- **Allocation Options:** The options to which Net Premiums may be allocated. The Allocation Options consist of the Variable Investment Options and the Fixed-Rate Option.

The Fixed-Rate Option

The Fixed-Rate Option is part of the general account of The Guardian Insurance & Annuity Company, Inc. (GIAC). Subject to the conditions stated in this endorsement, you may:

- allocate a portion of any Net Premium(s) to the Fixed-Rate Option up to the Maximum Allocation Percentage shown in the Specifications section above multiplied by the Net Premium; and
- subject to the restrictions stated in the Transfers section of this Endorsement transfer all or part of the Accumulation Value held in the Variable Investment Options to the Fixed-Rate Option.

Determination of Minimum Guaranteed Effective Annual Interest Rate (Guaranteed Rate)

The initial Guaranteed Rate (Initial Guaranteed Rate) is shown in the Specifications section of this endorsement. The Initial Guaranteed Rate is in effect from the Issue Date of the Basic Contract up to the first Contract Anniversary. On each Contract Anniversary, we redetermine the Guaranteed Rate and that new rate will be in effect until the next Contract Anniversary. The Guaranteed Rate for a given contract year is determined as follows:

- the average of the five-year Constant Maturity Treasury (CMT) Rate for each day that such a rate is reported by the Federal Reserve during the month shown in the Specifications section of this endorsement that immediately precedes the applicable Contract Anniversary rounded to the nearest 1/20th of one percent; less
- 1.25%.

Notwithstanding the above, this rate will never exceed 3% or be lower than 1%. We will notify you of the Guaranteed Rate for a given contract year in the annual report that we send to you.

Interest Crediting

We will credit interest daily on any amounts in the Fixed-Rate Option at an annual rate no lower than the Guaranteed Rate described in this Endorsement. At our discretion, an interest rate in excess of the Guaranteed Rate may be credited.

Any portion of a Net Premium allocated or Accumulation Value transferred to the Fixed-Rate Option will earn interest at the then current annual rate. This interest rate will be guaranteed until the next Contract Anniversary. On each Contract Anniversary, we reserve the right to change the rate of interest to be credited to amounts that have been allocated or transferred (together with interest earned) to the Fixed-Rate Option. Any new interest rate will then be guaranteed on such amount until the next Contract Anniversary.

We reserve the right to declare different interest rates in excess of the Guaranteed Rate based on when amounts are allocated or transferred to the Fixed-Rate Option. This means that amounts allocated or transferred to the Fixed-Rate Option on any designated Valuation Date may be credited with a different rate of interest than the rate credited to amounts allocated or transferred to the Fixed-Rate Option on any other Valuation Date. You bear the risk that no interest in excess of the Guaranteed Rate will be credited.

Premium Allocation Restrictions

The amount of any premium payment that may be allocated to the Fixed Rate Option may not exceed the Maximum FRO Allocation Percentage shown in the Specifications section of this endorsement multiplied by the amount of the total premium payment.

Accumulation Value in the Fixed-Rate Option

The portion of the Accumulation Value attributable to the Fixed-Rate Option is expressed as a dollar amount. The portion of the Accumulation Value attributable to the Fixed-Rate Option is the sum of all amounts allocated to the Fixed-Rate Option, plus interest as described above, less the amount of any withdrawals, transfers, and Contract Fee deductions from the Fixed-Rate Option. Amounts allocated or transferred to the Fixed-Rate Option will increase the dollar amount of the portion of the Accumulation Value attributable to this Option.

Transfers

During the period up to 30 days before the Annuity Commencement Date, you may transfer all or a portion of the Accumulation Value to or from the Fixed-Rate Option, subject to the following conditions:

- Transfers to and from the Fixed-Rate Option are not permitted on and after the date 30 days prior to the Annuity Commencement Date.
- Transfer requests must clearly specify the amount to be transferred and the names of the Variable Investment Options that are affected.
- Transfers from the Fixed-Rate Option to a Variable Investment Option:
 - may only be made once each contract year on or within 30 days after a Contract Anniversary;
 - will be made in the same order as such amounts were allocated or transferred to the Fixed-Rate Option; and
 - are limited to a maximum amount each contract year that is the greater of:
 - 50% of the portion of the Accumulation Value in the Fixed-Rate Option as of the prior Contract Anniversary; or
 - an amount equal to the largest transfer out of the Fixed-Rate Option made during the previous contract year.
 - may only be made if, immediately subsequent to such transfer, the portion of the Accumulation Value attributable to the Fixed-Rate Option is equal to or less than the Accumulation Value on the immediately preceding Valuation Date multiplied by the Maximum FRO Allocation Percentage shown in the Specifications section of this endorsement.

These conditions are in addition to the transfer conditions set forth in the Transfers section of the Basic Contract.

Withdrawals

Withdrawals, including any applicable Contingent Deferred Sales Charge and annuity taxes, will first be made from the Variable Investment Options in the manner described in the Basic Contract. Withdrawals in excess of the amount allocated to the Variable Investment Options will then be deducted from the Fixed-Rate Option.

Deferral of Payments

When permitted by law, we reserve the right to defer the payment of amounts withdrawn from the Fixed-Rate Option for a period not to exceed six months from the date we receive the request for such withdrawal in Good Order at our Customer Service Office. Interest will accrue daily, starting on the date deferral begins, at the rate of 3% on any amount deferred 30 days or more. Benefits and values provided under this endorsement equal or exceed those required by any statute in the jurisdiction in which the Basic Contract is delivered.

Rights Reserved

We reserve the right to suspend, prohibit or otherwise restrict the allocation of Net Premiums and/or the transfer of all or part of the Accumulation Value of a Variable Investment Option to the Fixed-Rate Option. If we enforce this right, we will provide written notice to you prior to the enforcement of this restriction.

Effective Date

The Effective Date of this endorsement is the Issue Date of the Basic Contract.

The Guardian Insurance & Annuity Company, Inc.


Secretary

ENDORSEMENT

This endorsement is attached to and made part of the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Terms used in this endorsement that are not defined below have the meanings ascribed to such terms in the Basic Contract to which this endorsement is attached.

The Contract Fee provision is hereby deleted and replaced by the following.

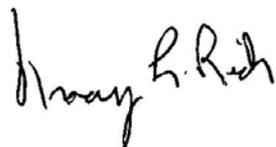
Contract Fee

On each Contract Anniversary on or before the Annuity Commencement Date, we will deduct a Contract Fee not to exceed the amount shown on the Contract Data page from the Accumulation Value of this contract. This fee will be deducted from each Allocation Option in proportion to the Accumulation Value attributable to such Allocation Option on that Contract Anniversary. In addition, if this contract is surrendered on a date other than a Contract Anniversary, we will deduct the entire Contract Fee on the date of surrender.

We will waive the Contract Fee if (a) plus (b) equals or exceeds the Contract Fee Threshold shown in the Charges and Expenses section of the Contract Data page where:

- (a) is the Accumulation Value of this contract; and
- (b) is the Accumulation Value of any other annuity contracts issued by The Guardian Insurance & Annuity Company, Inc. under the same contract series owned individually or jointly by an Owner of this contract.

The Guardian Insurance & Annuity Company, Inc.


Secretary

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This endorsement is attached to and made part of the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Terms used in this endorsement that are not defined below have the meanings ascribed to such terms in the Basic Contract to which this endorsement is attached.

The Due Proof of Death in Good Order definition in the Basic Contract is hereby deleted and replaced by the following.

Due Proof of Death in Good Order: A certified death certificate, all necessary claim paperwork and such other information we may require to process the death benefit for at least one Beneficiary.

The Multiple Beneficiaries provision in the Basic Contract is hereby deleted and replaced by the following.

Multiple Beneficiaries

We will distribute each Beneficiary's portion of the death benefit proceeds upon receipt of settlement instructions in Good Order from that Beneficiary. Proceeds for those Beneficiaries who have not provided settlement instructions in Good Order on the date the death benefit is calculated will remain in the contract and the value of such proceeds will fluctuate with the performance of the Allocation Options until we receive such instructions. This means that the proceeds each Beneficiary receives may be a different amount even when all Beneficiaries have been designated to share the proceeds equally.

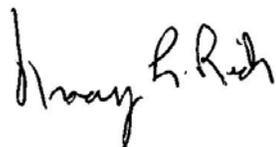
The fifth paragraph of the **Distribution of Death Proceeds** provision is hereby deleted and replaced by the following.

It may happen that on the Valuation Date that we receive Due Proof of Death in Good Order:

- settlement instructions in Good Order have not been received from all Beneficiaries; or
- settlement instructions for at least one Beneficiary include a request for deferral of the payment of the death benefit proceeds or election of an annuity payout option, as described above.

In either case, if the death benefit exceeds the Accumulation Value we will credit the contract with the excess amount. This will constitute satisfaction of the death benefit, and we will have no further death benefit obligation under the contract. Any portion of the credited amount that is not distributed to the Beneficiaries as death proceeds on such Valuation Date will be allocated among the Allocation Options in accordance with the allocation instructions in effect at that time.

The Guardian Insurance & Annuity Company, Inc.


Secretary

ENDORSEMENT

This endorsement is attached to and made part of the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Terms used in this endorsement that are not defined below have the meanings ascribed to such terms in the Basic Contract to which this endorsement is attached.

The initial premium shown on the Contract Data page will not be considered as Chargeable Premium in the determination of any Contingent Deferred Sales Charge under this contract.

The Guardian Insurance & Annuity Company, Inc.


Secretary



ENDORSEMENT

This endorsement is attached to and made part of the Basic Contract and is subject to all of the applicable provisions of the Basic Contract. In the case of any conflict between the provisions of the Basic Contract and this endorsement, the provisions of this endorsement will control.

Terms used in this endorsement that are not defined below have the meanings ascribed to such terms in the Basic Contract to which this endorsement is attached.

The Withdrawals provision is hereby deleted and replaced by the following.

Withdrawals

Before the Annuity Commencement Date, you may withdraw a portion of the Accumulation Value of this contract, subject to the conditions described below. We must receive your request for any withdrawal in Good Order at our Customer Service Office.

Each withdrawal payment will be reduced by any Contingent Deferred Sales Charge (described below) and any applicable annuity taxes. Unless otherwise requested, the amount of any withdrawal including any applicable Contingent Deferred Sales Charge and annuity taxes, if any, will be deducted from the Variable Investment Options in proportion to the amount of the Accumulation Value attributable to each Variable Investment Option as of the Valuation Date on which we receive your written request for withdrawal in Good Order.

A withdrawal will only be permitted if immediately after giving effect to the withdrawal, the Surrender Value is greater than zero. In addition, if the remaining Accumulation Value after a withdrawal is processed is less than \$2,000, we reserve the right to cancel the contract and pay you the Surrender Value. See the Inactive Contract provision of the General Provisions section for more information.

The Guardian Insurance & Annuity Company, Inc.


Secretary



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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments: Flesch Certification is not applicable to this filing.		
Attachment: Certificate of Compliance.pdf		

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

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachments: Actuarial Certification.pdf 11-FRO generic AM.pdf		

	Item Status:	Status Date:
Satisfied - Item: Appendix A		
Comments:		
Attachment: AR Appendix A.pdf		

	Item Status:	Status

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Date:

Satisfied - Item: Statement of Variability

Comments:

Attachments:

Statement of Variability for 11-FRO.pdf

Statement of Variability for 11-CFD, 11-DBE, 11-REPLW and 11-WCF.pdf



**Certificate of Compliance with Arkansas
Rules and Regulations 19 and 49**

Insurer: The Guardian Insurance & Annuity Company, Inc.

Form Number(s): 11-FRO, 11-WCF, 11-REPLW, 11-CFD, 11-DBE

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rules and Regulations 19 and 49.

Signature of Company Officer

Name: Pete Diggins

Title: Director, Individual Life Product Filings and Compliance

Date: June 29, 2011

State of Arkansas
APPENDIX A

The following table provides information on the contract form with which the enclosed endorsements will be used.

For use with Contract Form Number	Contract Approval Date/DOI File #
09-IVA	11/12/08

The following table provides information related to forms that are being replaced by the enclosed forms.

New Endorsement	Replaced Endorsement	Replaced Endorsement Approval Date DOI File #
11-FRO	09-FRO	11/12/08
11-WCF	N/A	N/A
11-REPLW	N/A	N/A
11-CFD	N/A	N/A
11-DBE	N/A	N/A

The Guardian Insurance & Annuity Company, Inc.

**Statement of Variability For Form 11-FRO
Fixed Rate Option**

Initial Minimum Guaranteed Effective Annual Interest Rate (Variable 1): This is the minimum guaranteed interest rate that is applicable during the first contract year. The interest rate credited will not be less than this amount in the first year. The minimum guaranteed rate is redetermined each contract anniversary as described in the endorsement form.

Maximum FRO Allocation Percentage (Variable 2): Is the percentage of accumulation value that must remain in the Fixed Rate Option following a transfer in order for the transfer to be made. The current percentage is 25%. The range of values is 10%-50%. This change would only apply to newly issued contracts with this endorsement.

Calendar Month used for Determination of Guaranteed Rate (Variable 3): In the determination of the guaranteed rate, we use a monthly average for the Constant Maturity Treasury rate. Depending on the when the Contract is issued will determine month that is used to determine this average. This month is used to determine both the initial guaranteed rate and future redeterminations on each subsequent contract anniversary. Currently, for contracts issued between 1/1 and 3/31 the month of November from the prior year is used; for contracts issued between 4/1 and 6/30 the month of February is used; for contracts issued between 7/1 and 9/30 the month of April is used; for contracts issued between 10/1 and 12/31 the month of August is used. The range of value is all 12 months however in compliance with the standard nonforfeiture law the month used will never be more than 15 months prior to the date the guaranteed rate is determined.

Officers' Signatures and Titles (Variable 4): The form submitted has the officer(s) signature(s) and title(s) bracketed. If the officer or title changes, we would like to be able to modify the policy without refilling.

Contract Number (Variable 5): This is a unique number which identifies the contract in our administrative systems and for correspondence with the contract owner.

The Guardian Insurance & Annuity Company, Inc.

Statement of Variability For Forms 11-CFD, 11-DBE, 11-REPLW and 11-WCF

Officers' Signatures and Titles (Variable 1): The form submitted has the officer(s) signature(s) and title(s) bracketed. If the officer or title changes, we would like to be able to modify the policy without refilling.

Contract Number (Variable 2): This is a unique number which identifies the contract in our administrative systems and for correspondence with the contract owner.