

SERFF Tracking Number: HARL-127301607 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49720
Company Tracking Number: LA-1366(11) FOR AR
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature
Project Name/Number: Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature/LA-1366(11)

Filing at a Glance

Company: Hartford Life and Annuity Insurance Company

Product Name: Individual Flexible Premium SERFF Tr Num: HARL-127301607 State: Arkansas

Adjustable Life Insurance Policy with an
Optional Index Linked Interest Crediting feature

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 49720

Adjustable Life Closed

Sub-TOI: L09I.001 Single Life

Co Tr Num: LA-1366(11) FOR AR State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Jane Chapman, Roberta Disposition Date: 09/15/2011

Chu, Barbara Warren

Date Submitted: 09/06/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Individual Flexible Premium Adjustable Life Insurance
Policy with an Optional Index Linked Interest Crediting feature

Status of Filing in Domicile: Pending

Project Number: LA-1366(11)

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: 09/15/2011

State Status Changed: 09/15/2011

Deemer Date:

Created By: Barbara Warren

Submitted By: Barbara Warren

Corresponding Filing Tracking Number:

Filing Description:

We are submitting the subject forms for your review and approval. The forms are new and are not intended to replace any forms previously approved by the Department.

The Policy is an Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest

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Crediting feature. The policy will be marketed on an individual basis to the general public, solicited to individuals ages 0-85 through licensed agents and brokers. The policy is subject to our normal underwriting requirements and will be marketed with an illustration. The policy may also be issued on a unisex basis. Included in the policy form are the unisex pages that will be used in this event.

At the time of application for the Policy, the Policy owner may choose to direct 100% of premium payments to the Fixed Account or 100% to the Index Account (referred to in the Policy as the "Plus Account"). If the Fixed Account is selected, all premium will be allocated to the Fixed Account. If the Plus Account is selected, all premium is allocated first to the Fixed Account. Then, all account value in the Fixed Account attributable to premium received by Us during a given month will be transferred from the Fixed Account to the Plus Account on the next available Transfer Date following that month. In addition, while the policy is in-force, the owner may re-direct all account value and future premium to the fixed account or the plus account and vice versa, as described in the Policy.

Amounts in the Plus Account will be credited with interest in two ways: Basic Interest is credited to a Segment during the Segment Term shown in the policy specifications. Index-linked Interest will be credited to a Segment on that Segment's maturity date, provided the Policy is in force on that date. The earnings of the index account will be tied to the performance of the industry index shown in the Policy Specifications as well as the factors that are used to determine index-linked interest. The Index, interest credited, and other terms and provisions relative to the index are described in the Policy.

The Policy is not registered as a variable life insurance product with the Securities and Exchange Commission. We certify that any change in the Index used or if the calculation of the Index is changed substantially, such change will be filed for approval prior to use.

Also attached are alternate Policy Specification Pages 3A & 3B which represent an alternate plan design. The form numbers are denoted with the suffix 'EVO". This alternate plan design is optional on the part of the applicant. It is identical to the base policy in all aspects except that when this option is elected, the following pricing elements will change:

- no Premium Charge is deducted (Page 3A), and
- the Surrender Charges are different (Page 3B).

When this plan is elected, these alternate specification pages would replace those in the base policy at issue. The rest of the base policy would remain the same. Once this plan is elected by the policy owner and issued, it cannot be changed or revoked.

Additionally, this submission contains a Policy Protection Rider and corresponding specification pages in the Policy. The

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 Fee Explanation: 50.00 per form and associated forms.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life and Annuity Insurance Company	\$50.00	09/06/2011	51265059
Hartford Life and Annuity Insurance Company	\$150.00	09/07/2011	51309935

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/15/2011	09/15/2011
Approved-Closed	Linda Bird	09/15/2011	09/15/2011

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	09/12/2011	09/12/2011	Barbara Warren	09/15/2011	09/15/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature	Barbara Warren	09/15/2011	09/15/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to re-open filing	Note To Filer	Linda Bird	09/15/2011	09/15/2011
Additional fees sent	Note To Reviewer	Barbara Warren	09/07/2011	09/07/2011

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Disposition

Disposition Date: 09/15/2011

Implementation Date:

Status: Approved-Closed

Comment: Correction made to the original filing.

Rate data does NOT apply to filing.

SERFF Tracking Number: HARL-127301607 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	F+SOV		Yes
Supporting Document (revised)	F+ Actuarial Memorandums		No
Supporting Document	F+ Actuarial Memorandums	Replaced	No
Supporting Document	CERTIFICATION OF COMPLIANCE WITH EXTERNAL-INDEXED CONTRACT GUIDELINES		Yes
Form (revised)	Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature		Yes
Form	Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature	Replaced	Yes
Form	Rider		Yes
Form	Policy Specifications		Yes
Form	Policy Specifications		Yes

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Disposition

Disposition Date: 09/15/2011

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		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	F+SOV		Yes
Supporting Document (revised)	F+ Actuarial Memorandums		No
Supporting Document	F+ Actuarial Memorandums	Replaced	No
Supporting Document	CERTIFICATION OF COMPLIANCE WITH EXTERNAL-INDEXED CONTRACT GUIDELINES		Yes
Form (revised)	Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature		Yes
Form	Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature	Replaced	Yes
Form	Rider		Yes
Form	Policy Specifications		Yes
Form	Policy Specifications		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/12/2011
Submitted Date 09/12/2011
Respond By Date 10/12/2011

Dear Barbara Warren,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/15/2011
Submitted Date 09/15/2011

Dear Linda Bird,

Comments:

In response to yor letter of 9/9/2011, we have attached revised updated Actaurial Memorandums in accordance External Indexed Guidelines. The required certification is attached separately, below.

Response 1

Comments: In response to yor letter of 9/9/2011, we have attached revised updated Actaurial Memorandums in accordance External Indexed Guidelines. The required certification is attached separately, below.

Related Objection 1

Comment:

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: F+ Actuarial Memorandums

Comment: In response to yor letter of 9/9/2011, we have attached revised updated Actaurial Memorandums in accordance External Indexed Guidelines. The required certification is attached separately, below.

Satisfied -Name: CERTIFICATION OF COMPLIANCE WITH EXTERNAL-INDEXED CONTRACT GUIDELINES

Comment: In response to yor letter of 9/9/2011, we have attached the required Certification.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We appreciate your continued review and look forward to yoru favorable response.

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Sincerely,
Barbara Warren, Jane Chapman, Roberta Chu

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Amendment Letter

Submitted Date: 09/15/2011

Comments:

Thank you very much for re-opening this filing so that we could correct the inadvertent error to the form number on the bottom left corner of page 8 of the submitted policy. the form number has been corrected. No other changes have been made to this submission.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
LA-1366(11)	Policy/Contract/Fraternal Certificate: Insert Page, Endorsement or Rider	Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature	Initial				50.200	LA-1366(11) for AR.pdf

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Note To Filer

Created By:

Linda Bird on 09/15/2011 02:39 PM

Last Edited By:

Linda Bird

Submitted On:

09/15/2011 02:39 PM

Subject:

Request to re-open filing

Comments:

Filing has been re-opened as requested.

SERFF Tracking Number: HARK-127301607 State: Arkansas
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Note To Reviewer

Created By:

Barbara Warren on 09/07/2011 03:40 PM

Last Edited By:

Linda Bird

Submitted On:

09/12/2011 11:44 AM

Subject:

Additional fees sent

Comments:

Dear Linda,

Pursuant to our conversation I have sent an additional 150.00 for the 3 other submitted forms, for a total of 200.00 submitted, 50.00 per form x 4 forms = 200.00.

Thank you and best regards,

Barb Warren

860-843-6437

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Form Schedule

Lead Form Number: LA-1366(11)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	LA-1366(11)	Policy/Cont	Individual Flexible Premium Adjustable Life Insurance Policy Certificate: with an Optional Amendment, Insert	Initial		50.200	LA-1366(11) for AR.pdf
	LA-1367(11)	Policy/Cont	Rider Certificate: Amendment, Insert	Initial		50.300	LA-1367(11).pdf
	1366(3A)E VO	Schedule	Policy Specifications Pages	Initial		0.000	1366(3A)EVO.pdf
	1366(3B)E VO	Schedule	Policy Specifications Pages	Initial		0.000	1366(3B)EVO.pdf

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
Hartford, Connecticut 06104-2999
(A stock insurance company)
(the "Company")

For more information or assistance regarding Your Policy, You may contact Us at the following address:

Individual Life Operations
[P.O. Box 64582
St. Paul, Minnesota 55164-0582]
Telephone Number: [1-800-243-5433]
Email Address: [Lifeservice@hartfordlife.com]

We will pay the Death Proceeds to the Beneficiary if the Insured dies while this Policy is in force. Payment will be made after We receive Due Proof of Death of the Insured, at Our Individual Life Operations facility in St. Paul, Minnesota.

Signed for the Company by

[
 
David N. Levenson, *President* Terence Shields, *Corporate Secretary*]

READ YOUR POLICY CAREFULLY

This is a legal contract between You and Us.

RIGHT TO EXAMINE POLICY

We want You to be satisfied with the Policy You have purchased. We urge You to examine it closely. If, for any reason You are not satisfied, You may deliver or mail the Policy to Us or to the producer from whom it was purchased anytime during Your free look period. Your free look period begins on the day You receive Your Policy and ends ten days after You receive it. In such an event, the Policy will be rescinded and We will pay an amount equal to the total premiums paid for the Policy, including any fees and charges, less any Indebtedness and Withdrawals. Cancellation of the Policy makes the Policy void from its inception.

Adjustable Death Benefit

Death Proceeds Payable at Death of the Insured
Cash Surrender Value Payable upon Surrender
Premiums Payable as shown on Page 3
Optional Index-Linked Interest Crediting Feature
Non-Participating

Values provided under the Policy may increase or decrease due to changes in interest credited to the Fixed Account and/or the Plus Account, Policy Charges and Cost of Insurance Rates. While the Policy values may be affected by an external index, the Policy does not participate in any stock or equity investments.

FLEXIBLE PREMIUM
ADJUSTABLE LIFE INSURANCE POLICY
WITH AN OPTIONAL INDEX-LINKED INTEREST CREDITING FEATURE



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POLICY SPECIFICATIONS

POLICY INFORMATION

Policy Type: FLEXIBLE PREMIUM ADJUSTABLE LIFE
WITH AN OPTIONAL INDEX-LINKED INTEREST
CREDITING FEATURE

Policy Number: [UL0000001]
Policy Date: [JANUARY 1, 2011]
Date of Issue: [JANUARY 1, 2011]

Owner: [JOHN DOE]
Beneficiary: [JANE DOE]

Insured: [JOHN DOE]
Issue Age/Sex: [35, MALE]
Insurance Class: [PREFERRED/NON-NICOTINE]

DEATH BENEFIT INFORMATION

Initial Face Amount: [\$100,000]

Unscheduled Increases Maximum Age: [85]
Minimum Increase In Face Amount: [\$25,000]
Minimum Decrease In Face Amount: [\$500]
Minimum Face Amount After Decrease: [\$50,000]

Death Benefit Option: [A (LEVEL OPTION)]
Death Benefit Option C Limit: [NOT APPLICABLE]

PREMIUM INFORMATION

Initial Planned Premium: [\$1,000.00]
Payment Frequency: [ANNUAL]

ACCOUNT VALUE INFORMATION

Definition of Life Insurance Test: [Guideline Premium/Cash Value Corridor Test]

FIXED ACCOUNT INFORMATION:

Minimum Fixed Account Value Interest Rate: **Percent of Value:** 3.00% effective annual

During the first five policy years, it is possible that coverage will terminate if the Cash Value, less Indebtedness, is insufficient to pay the Monthly Deduction Amount and the benefit provided by the Policy Protection Rider attached to this Policy is not available. Thereafter, it is possible that coverage will terminate if the Account Value is insufficient to pay the Monthly Deduction Amount and the benefit provided by the Policy Protection Rider is not available, or if Indebtedness equals or exceeds the Cash Value. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited to the Fixed Account and/or the Plus Account, loans or Withdrawals taken and the cost of additional benefits. The Planned Premium may need to be increased to keep this Policy and coverage in force. If the Policy terminates for reasons other than death of the Insured or Cash Surrender, there will be no Death Benefit or Cash Surrender Value.

POLICY NUMBER: UL0000001

POLICY SPECIFICATIONS

POLICY INFORMATION

Policy Type: FLEXIBLE PREMIUM ADJUSTABLE LIFE
WITH AN OPTIONAL INDEX-LINKED INTEREST
CREDITING FEATURE

Policy Number: [UL0000001]
Policy Date: [JANUARY 1, 2011]
Date of Issue: [JANUARY 1, 2011]

Owner: [JOHN DOE]
Beneficiary: [JANE DOE]

Insured: [JOHN DOE]
Issue Age: [35]
Insurance Class: [PREFERRED/NON-NICOTINE]

DEATH BENEFIT INFORMATION

Initial Face Amount: [\$100,000]

Unscheduled Increases Maximum Age: [85]
Minimum Increase In Face Amount: [\$25,000]
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Minimum Face Amount After Decrease: [\$50,000]

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Death Benefit Option C Limit: [NOT APPLICABLE]

PREMIUM INFORMATION

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Payment Frequency: [ANNUAL]

ACCOUNT VALUE INFORMATION

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Minimum Fixed Account Value Interest Rate: **Percent of Value:** 3.00% effective annual

During the first five policy years, it is possible that coverage will terminate if the Cash Value, less Indebtedness, is insufficient to pay the Monthly Deduction Amount and the benefit provided by the Policy Protection Rider attached to this Policy is not available. Thereafter, it is possible that coverage will terminate if the Account Value is insufficient to pay the Monthly Deduction Amount and the benefit provided by the Policy Protection Rider is not available, or if Indebtedness equals or exceeds the Cash Value. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited to the Fixed Account and/or the Plus Account, loans or Withdrawals taken and the cost of additional benefits. The Planned Premium may need to be increased to keep this Policy and coverage in force. If the Policy terminates for reasons other than death of the Insured or Cash Surrender, there will be no Death Benefit or Cash Surrender Value.

POLICY SPECIFICATIONS

ACCOUNT VALUE INFORMATION (Continued)

PLUS ACCOUNT INFORMATION:

Basic Interest Information:

Basic Interest Rate Adjustment Percentage: [2.50]%

Index-linked Interest Information:

Index:	Standard & Poor's 500 Composite Stock Price Index*
Segment Term:	1 Year
Guaranteed Index Participation Rate:	[50]%
Guaranteed Minimum Index-linked Interest Rate Cap:	[3.00]%

Transfer Date: the [3rd]day of the month (subject to change at Our discretion as described under the Transfer Date provision of the Policy) **

Transfer Frequency: [Monthly] (subject to change at Our discretion, but no less frequently than quarterly as described under the Transfer Date provision of the Policy)

*Index-linked returns do not include the portion of returns generated by the underlying index that come from dividends. See the Plus Account Index Disclaimers below.

**The initial Transfer Date will be the next scheduled Transfer Date following the later of: (a) the end of the free look period shown in the Right to Examine Policy provision; or (b) the date We receive In Good Order all necessary delivery requirements including Your acceptance of the Policy.

PLUS ACCOUNT INDEX DISCLAIMERS

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POLICY SPECIFICATIONS

POLICY CHARGES

DEDUCTIONS FROM PREMIUM PAYMENTS

TYPE OF CHARGE

	POLICY YEARS	PERCENT OF PREMIUMS PAID
Maximum Premium Charge:	ALL	4.00%

		PERCENT OF PREMIUMS PAID
Tax Charge:	ALL	[1.75%]*

* THE TAX PERCENTAGE RATE DEPENDS UPON THE RATE ASSESSED BY YOUR STATE OR MUNICIPALITY. IF YOUR RESIDENT STATE OR MUNICIPALITY CHANGES OR IF YOUR STATE OR MUNICIPALITY CHANGES ITS TAX RATE, THE TAX RATE WILL CHANGE TO EQUAL THAT NEW RATE.

MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

	POLICY YEARS	CHARGE OR PERCENT OF VALUE
Monthly Administrative Charge:	ALL	\$10.00 PER MONTH
Monthly Per \$1,000 Charge Rate:	1-7	[0.1474] PER MONTH PER \$1,000 OF THE INITIAL FACE AMOUNT

POLICY NUMBER: UL0000001

POLICY SPECIFICATIONS

POLICY CHARGES

MAXIMUM SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	[\$825.00
2	\$788.00
3	\$750.00
4	\$450.00
5	\$375.00
6	\$300.00
7	\$225.00
8	\$150.00
9	\$ 75.00]
10+	\$ 0.00

POLICY SPECIFICATIONS

SCHEDULED FACE AMOUNT INCREASES

DATE OF INCREASE	SCHEDULED INCREASE AMOUNT
[JANUARY 1, 2015	\$75,000
JANUARY 1, 2020	\$75,000
JANUARY 1, 2025	\$75,000
JANUARY 1, 2030	\$75,000]

POLICY SPECIFICATIONS

**TABLE OF MINIMUM DEATH BENEFIT PERCENTAGES
AND MONTHLY MAXIMUM COST OF INSURANCE RATES PER \$1,000**

ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
[35	250	0.090833	78	105	4.537500
36	250	0.095833	79	105	5.072500
37	250	0.100000	80	105	5.655833
38	250	0.107500	81	105	6.320000
39	250	0.114167	82	105	7.011667
40	250	0.121667	83	105	7.757500
41	243	0.131667	84	105	8.583333
42	236	0.144167	85	105	9.505833
43	229	0.158333	86	105	10.528333
44	222	0.175000	87	105	11.645000
45	215	0.194167	88	105	12.841667
46	209	0.212500	89	105	14.104167
47	203	0.232500	90	105	15.421667
48	197	0.244167	91	104	16.660833
49	191	0.257500	92	103	17.952500
50	185	0.276667	93	102	19.315000
51	178	0.299167	94	101	20.754167
52	171	0.330000	95	101	22.265833
53	164	0.363333	96	101	23.649167
54	157	0.405833	97	101	25.124167
55	150	0.458333	98	101	26.698333
56	146	0.511667	99	101	28.378333
57	142	0.569167	100	101	30.175000
58	138	0.618333	101	101	31.600833
59	134	0.675000	102	101	33.120000
60	130	0.743333	103	101	34.736667
61	128	0.826667	104	101	36.456667
62	126	0.928333	105	101	38.260833
63	124	1.042500	106	101	40.179167
64	122	1.162500	107	101	42.218333
65	120	1.289167	108	101	44.385833
66	119	1.417500	109	101	46.688333
67	118	1.547500	110	101	49.132500
68	117	1.687500	111	101	51.728333
69	116	1.832500	112	101	54.483333
70	115	2.008333	113	101	57.409167
71	113	2.205000	114	101	60.512500
72	111	2.463333	115	101	63.805833
73	109	2.735833	116	101	67.299167
74	107	3.022500	117	101	71.004167
75	105	3.335833	118	101	74.935000
76	105	3.677500	119	101	79.101667]
77	105	4.074167			

THE MINIMUM DEATH BENEFIT PERCENTAGE FOR ATTAINED AGE 120 AND BEYOND WILL BE 101. THE MINIMUM DEATH BENEFIT PERCENTAGES ARE DETERMINED TO COMPLY WITH SECTION 7702 OF THE INTERNAL REVENUE CODE. THE MAXIMUM COST OF INSURANCE RATES DO NOT EXCEED THE COST OF INSURANCE RATES BASED ON THE 2001 COMMISSIONERS STANDARD ORDINARY, MALE OR FEMALE, SMOKER OR NON-SMOKER, ULTIMATE, AGE NEAREST BIRTHDAY MORTALITY TABLE. THE MAXIMUM COST OF INSURANCE RATES HAVE BEEN ADJUSTED TO REFLECT ANY SPECIAL CLASS RATING

POLICY SPECIFICATIONS

**TABLE OF MINIMUM DEATH BENEFIT PERCENTAGES
AND MONTHLY MAXIMUM COST OF INSURANCE RATES PER \$1,000**

ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
[35	250	0.087500	78	105	4.177500
36	250	0.092500	79	105	4.650000
37	250	0.097500	80	105	5.163333
38	250	0.104167	81	105	5.761667
39	250	0.110000	82	105	6.390000
40	250	0.117500	83	105	7.055000
41	243	0.126667	84	105	7.786667
42	236	0.137500	85	105	8.600000
43	229	0.150833	86	105	9.462500
44	222	0.165833	87	105	10.454167
45	215	0.184167	88	105	11.502500
46	209	0.200833	89	105	12.597500
47	203	0.220833	90	105	13.690000
48	197	0.233333	91	104	14.563333
49	191	0.248333	92	103	15.567500
50	185	0.268333	93	102	16.735833
51	178	0.291667	94	101	18.067500
52	171	0.321667	95	101	19.601667
53	164	0.355000	96	101	21.045833
54	157	0.395833	97	101	22.591667
55	150	0.445000	98	101	23.426667
56	146	0.495833	99	101	24.610000
57	142	0.550000	100	101	26.128333
58	138	0.599167	101	101	27.568333
59	134	0.653333	102	101	29.199167
60	130	0.717500	103	101	31.043333
61	128	0.795000	104	101	33.121667
62	126	0.887500	105	101	35.424167
63	124	0.990833	106	101	37.854167
64	122	1.099167	107	101	40.402500
65	120	1.214167	108	101	43.022500
66	119	1.331667	109	101	45.781667
67	118	1.452500	110	101	48.638333
68	117	1.583333	111	101	51.449167
69	116	1.719167	112	101	54.232500
70	115	1.881667	113	101	56.864167
71	113	2.064167	114	101	60.335833
72	111	2.299167	115	101	63.660833
73	109	2.546667	116	101	67.127500
74	107	2.808333	117	101	70.900000
75	105	3.094167	118	101	74.495000
76	105	3.405833	119	101	78.171667]
77	105	3.763333			

THE MINIMUM DEATH BENEFIT PERCENTAGE FOR ATTAINED AGE 120 AND BEYOND WILL BE 101. THE MINIMUM DEATH BENEFIT PERCENTAGES ARE DETERMINED TO COMPLY WITH SECTION 7702 OF THE INTERNAL REVENUE CODE. THE MAXIMUM COST OF INSURANCE RATES DO NOT EXCEED THE COST OF INSURANCE RATES BASED ON THE 2001 COMMISSIONERS STANDARD ORDINARY, UNISEX(80), SMOKER OR NON-SMOKER, ULTIMATE, AGE NEAREST BIRTHDAY MORTALITY TABLE. THE MAXIMUM COST OF INSURANCE RATES HAVE BEEN ADJUSTED TO REFLECT ANY SPECIAL CLASS RATING.

POLICY SPECIFICATIONS

ADDITIONAL BENEFITS AND RIDERS

POLICY PROTECTION RIDER

Insured:	[JOHN DOE]
Issue Age:	[35]
Insurance Class:	[PREFERRED/NON-NICOTINE]
Date of Issue:	[JANUARY 1, 2011]
Rider Effective Date:	[JANUARY 1, 2011]

RIDERS COVERED BY THE POLICY PROTECTION RIDER

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

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

<u>TYPE OF CHARGE</u>	<u>POLICY YEARS</u>	<u>PERCENT OF PREMIUMS PAID</u>
Policy Protection Premium Tax Charge	ALL	[1.75%]

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

<u>TYPE OF CHARGE</u>	<u>POLICY YEARS</u>	<u>PERCENT OF PREMIUMS PAID</u>
Policy Protection Premium Charge	[1 2+]	[6.00% 4.00%]

POLICY PROTECTION RIDER (CONTINUED)

Rates and Charges for the Policy Protection Account

INTEREST CREDITS APPLIED TO THE POLICY PROTECTION ACCOUNT

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

CREDITED RATE BREAKPOINT RATIO

POLICY									
YEAR	RATE								
[1	1.00	18	1.00	35	1.00	52	1.00	69	1.00
2	1.00	19	1.00	36	1.00	53	1.00	70	1.00
3	1.00	20	1.00	37	1.00	54	1.00	71	1.00
4	1.00	21	1.00	38	1.00	55	1.00	72	1.00
5	1.00	22	1.00	39	1.00	56	1.00	73	1.00
6	1.00	23	1.00	40	1.00	57	1.00	74	1.00
7	1.00	24	1.00	41	1.00	58	1.00	75	1.00
8	1.00	25	1.00	42	1.00	59	1.00	76	1.00
9	1.00	26	1.00	43	1.00	60	1.00	77	1.00
10	1.00	27	1.00	44	1.00	61	1.00	78	1.00
11	1.00	28	1.00	45	1.00	62	1.00	79	1.00
12	1.00	29	1.00	46	1.00	63	1.00	80	1.00
13	1.00	30	1.00	47	1.00	64	1.00	81	1.00
14	1.00	31	1.00	48	1.00	65	1.00	82	1.00
15	1.00	32	1.00	49	1.00	66	1.00	83	1.00
16	1.00	33	1.00	50	1.00	67	1.00	84	1.00
17	1.00	34	1.00	51	1.00	68	1.00	85	1.00]

TIER 1 POLICY PROTECTION ACCOUNT CREDITED RATE (ANNUAL EFFECTIVE RATE)

POLICY YEAR	RATE
[ALL]	[4.50%]

TIER 2 POLICY PROTECTION ACCOUNT CREDITED RATE (ANNUAL EFFECTIVE RATE)

POLICY YEAR	RATE
[ALL]	[4.50%]

Rates and Charges for the Policy Protection Account (Continued)

DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT

	<u>POLICY YEARS</u>	<u>CHARGE OR PERCENT OF ACCOUNT</u>
Policy Protection Monthly Administrative Charge	ALL	\$10.00 PER MONTH
Policy Protection Monthly Per \$1,000 Charge Rate:	1-20	[0.0523] PER MONTH PER \$1,000 OF THE INITIAL FACE AMOUNT

POLICY PROTECTION RIDER (Continued)

Rates and Charges for the Policy Protection Account (Continued)

DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT (CONTINUED)

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

POLICY YEAR	RATE	POLICY YEAR	RATE	POLICY YEAR	RATE
[1	0.030917	30	0.837000	59	13.906800
2	0.037333	31	0.928200	60	14.943000
3	0.044917	32	1.020600	61	16.031400
4	0.052500	33	1.114200	62	17.027400
5	0.058917	34	1.215000	63	18.089400
6	0.066500	35	1.319400	64	19.222800
7	0.073500	36	1.446000	65	20.432400
8	0.080500	37	1.587600	66	21.726000
9	0.088667	38	1.773600	67	22.752600
10	0.098583	39	1.969800	68	23.846400
11	0.111417	40	2.176200	69	25.010400
12	0.126583	41	2.401800	70	26.248800
13	0.143500	42	2.647800	71	27.547800
14	0.160417	43	2.933400	72	28.929000
15	0.176167	44	3.267000	73	30.397200
16	0.191333	45	3.652200	74	31.957800
17	0.208250	46	4.072200	75	33.615600
18	0.227500	47	4.550400	76	35.375400
19	0.250250	48	5.048400	77	37.244400
20	0.275333	49	5.585400	78	39.228000
21	0.305955	50	6.180000	79	41.334600
22	0.340267	51	6.844200	80	43.569000
23	0.378298	52	7.580400	81	45.940200
24	0.417720	53	8.384400	82	48.455400
25	0.459133	54	9.246000	83	51.123000
26	0.529253	55	10.155000	84	53.953200
27	0.590240	56	11.103600	85	56.953200]
28	0.664687	57	11.995800		
29	0.748515	58	12.925800		

POLICY PROTECTION RIDER (Continued)

Rates and Charges for the Policy Protection Account (Continued)

DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT (CONTINUED)

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

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

Deduction Amount Waiver Rider Monthly Rate:

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

Waiver of Specified Amount Disability Benefit Rider Rate:

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

[LifeAccess Accelerated Benefit Rider

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

Maximum LifeAccess Accelerated Benefit Rider Factor: 0.384086
 Maximum Cost of Insurance Rate: See Policy Protection Account Cost of Insurance Rate per \$1,000]

POLICY NUMBER: UL0000001

POLICY SPECIFICATIONS

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DEFINITIONS

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

Account Value: the total of all amounts in the Fixed Account, Plus Account and Loan Account.

Amount At Risk: on any Monthly Activity Date, the Amount At Risk equals the Death Benefit less the Account Value prior to assessing the Monthly Deduction Amount. On any other date, the Amount At Risk equals the Death Benefit less the Account Value.

Attained Age: the Insured's Issue Age plus the number of completed Policy Years.

Beneficiary: the person or entity named in Our records to receive the Death Benefit upon the death of the Insured.

Cash Surrender Value: Your Cash Value, less any Indebtedness.

Cash Value: Your Account Value, less any applicable Surrender Charges.

Close of Business: on any day, the close of the New York Stock Exchange, which is normally 4:00 p.m. Eastern time.

Closing Value: the value of an Index as of the Close of Business. If the Closing Value of an Index is not published on any day for which the value is needed because the New York Stock Exchange is not open on that day or for any other reason, the Closing Value for the next day for which the Closing Value is published will be used.

Company, We, Us, Our: the Company referred to on the first page of the Policy.

Date of Issue: the date shown in the Policy Specifications from which Suicide and Incontestability provisions are measured. The date may be different from the Policy Date.

Death Benefit: the amount used to calculate the Death Proceeds. On the Policy Date, the Death Benefit is determined by the Death Benefit Option You selected on Your application. Thereafter, it may change in accordance with the terms of the Death Benefit Option provision, the Minimum Death Benefit provision and any additional benefits provided by rider which may be attached to this Policy.

Death Benefit Option: the Death Benefit Option selected by You and in effect determines how the Death Benefit is calculated as described under the Death Benefit provision.

Death Proceeds: the amount which We will pay to the named Beneficiary(ies) on the death of the Insured as described under the Death Benefit provision.

Due Proof of Death: (a) a certified death certificate, an order of a court of competent jurisdiction, other lawful evidence providing equivalent information, or any other proof acceptable to Us; and (b) proof of the claimant's interest in the proceeds satisfactory to Us.

Face Amount: an amount We use to determine the Death Benefit. On the Policy Date, the Face Amount equals the Initial Face Amount shown in the Policy Specifications. Thereafter, it may change in accordance with the terms of the Increases and Decreases in Face Amount, Death Benefit Option Changes, and Withdrawals provisions.

Fixed Account: the portion of the Account Value that earns Fixed Account Interest.

In Good Order: We have everything that We need to properly process a request, financial transaction or other transaction. This may include proper completion of certain forms, valid instructions and authorization or other administrative requirements.

In Writing: in a written form satisfactory to Us.

**DEFINITIONS
(Continued)**

Indebtedness: all loans taken on the Policy plus any interest charged on loans minus any loan repayments.

Insured: the person whose life is insured under the Policy as shown in the Policy Specifications.

Internal Revenue Code: the Internal Revenue Code of 1986, as amended.

Issue Age: the Insured's age on his/her birthday nearest the Policy Date.

Loan Account: an account that is used to hold amounts set aside to serve as security for loans taken against the Policy.

Monthly Activity Date: the Policy Date and the same date in each succeeding month.

Monthly Deduction Amount: an amount deducted from Your Account Value on each Monthly Activity Date.

Net Premium: the amount of premium credited to the Fixed Account. It is the premium paid minus the Deductions from Premium Payments shown in the Policy Specifications.

Owner: the individual(s) or entity shown in the Policy Specifications unless later changed as set forth in the Change of Owner or Beneficiary provision.

Planned Premium: the amount that You intend to pay into the Policy. The initial Planned Premium is shown in the Policy Specifications.

Plus Account: the portion of the Account Value that earns Plus Account interest.

Policy Anniversary: an anniversary of the Policy Date.

Policy Date: the date shown in the Policy Specifications from which Policy Anniversaries and Policy Years are determined. This is the date on which Monthly Deductions begin.

Policy Years: years as measured from the Policy Date.

Segment Maturity Date: the end of a Segment Term.

Segment Start Date: the date a new Plus Account Segment ("Segment") is created as a result of a transfer of amounts from the Fixed Account or a re-allocation from maturing Segments. It is the same day as the Transfer Date. The Segment Term and Segment Maturity Date are measured from the Segment Start Date.

Segment Term: the period of time each Segment exists as shown in the Policy Specifications. A Segment Term begins on a Segment Start Date and ends on a Segment Maturity Date.

Surrender Charge: a charge that is assessed if You surrender the Policy for its Cash Surrender Value.

Transfer Date: the date amounts are moved to a Plus Account Segment as a result of: (a) a scheduled transfer from the Fixed Account, or (b) a re-allocation of the value of a maturing Segment on the Segment Maturity Date. It is the same day as the Segment Start Date.

Transfer Restriction Period: a 12-month period of time during which no transfers from the Fixed Account to the Plus Account are allowed. This period begins on the date any portion of a loan is deducted from the Plus Account. Any deduction from the Plus Account due solely to an increase in Indebtedness from interest charged on the loan will not trigger the start of a Transfer Restriction Period.

Withdrawal: a portion of the Account Value that We will pay to You upon Your request.

You, Your: the Owner of the Policy.

GENERAL

The Policy will become effective if and when:

- (a) it is delivered to the Owner and while the Insured is alive;
- (b) all answers in the application continue to be true and complete at the time of delivery;
- (c) We receive the initial premium payment while the Insured is alive; and
- (d) the initial premium payment is sufficient to cover the Monthly Deduction Amount as of the Policy Date.

DEATH BENEFIT

General

Subject to the terms of this Policy and while it is in force, We will pay the Death Proceeds to the Beneficiary(ies) upon Our receipt of Due Proof of Death of the Insured.

Death Proceeds

Death Proceeds equal the Death Benefit less Indebtedness and less any due and unpaid Monthly Deduction Amounts occurring during a Policy Grace Period. The Death Benefit is equal to the greater of the Death Benefit provided by the Death Benefit Option chosen and the Minimum Death Benefit.

Any Monthly Deduction Amounts taken after the date of the Insured's death and before We receive Due Proof of Death will be added to the Account Value for purposes of determining Death Proceeds. All amounts used in determining the Death Proceeds are calculated as of the date We receive Due Proof of Death.

We will pay interest on the Death Proceeds (including any premiums paid for any period beyond the end of the Policy month in which death occurred) of at least 2% per year (or higher, if required by the laws of the state in which this Policy is issued) from the date We receive Due Proof of Death of the Insured to the date payment is made or an Income Settlement Option is elected. If settlement is not made within 30 days of the date We receive Due Proof of Death of the Insured, We will pay interest on the Death Proceeds at the rate of 8% per year beginning on the 30th day following receipt of Due Proof of Death to the date payment is made or an Income Settlement Option is elected.

If the Insured dies after We receive a request In Writing from You to surrender the Policy, the Cash Surrender Value will be paid in lieu of the Death Proceeds.

Death Benefit Options

You have four Death Benefit Options available. Options A, B and C are available at issue. Option D is not available at issue, however, You may change from Option B to Option D as described under Death Benefit Option Changes.

1. Under Option A (Level Option), the Death Benefit is the current Face Amount.
2. Under Option B (Return of Account Value Option), the Death Benefit is the current Face Amount, plus the Account Value on the date We receive due proof of the Insured's death.
3. Under Option C (Return of Premium Option), the Death Benefit is the current Face Amount, plus the lesser of:
 - (a) the sum of the premiums paid; or
 - (b) the Death Benefit Option C Limit shown in the Policy Specifications.
4. Under Option D (Decreasing Option) the Death Benefit is the current Face Amount, plus the lesser of:
 - (a) the Account Value on the date We receive due proof of the Insured's death; or
 - (b) the Option Adjustment Amount. On the date You change Your Death Benefit from Option B (Return of Account Value) to Option D (Decreasing Option), the Option Adjustment Amount is the Account Value on the date of the change. Thereafter, the Option Adjustment Amount will be reduced by any Withdrawals. Refer to the Withdrawals provision for more information.

**DEATH BENEFIT
(Continued)**

Death Benefit Option Changes

You may change Your Death Benefit Option, subject to the conditions described here. You must notify Us In Writing or in a manner satisfactory to Us of the change. Such change will be effective on the Monthly Activity Date following the date We receive the request and the conditions are met.

The following changes are allowed with no evidence of insurability required, except as described under Option 4. below:

1. You may change from Option A (Level Option) to Option B (Return of Account Value Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change, decreased by the then current Account Value.
2. You may change from Option B (Return of Account Value Option) to Option D (Decreasing Option). If You do, the Face Amount will not change.
3. You may change from Option C (Return of Premium Option) to Option A (Level Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change.
4. You may change from Option B (Return of Account Value Option) to Option A (Level Option) provided evidence of insurability satisfactory to Us is provided by You. If You do, the Face Amount will become the Face Amount immediately prior to the option change increased by the Account Value on the date of the option change.

Only the Death Benefit Option changes described above may be made.

Minimum Death Benefit

For policies that meet the definition of life insurance under the Guideline Premium/Cash Value Corridor Test prescribed by the Internal Revenue Code, We will automatically increase the Death Benefit so that it will never be less than the Account Value multiplied by the Minimum Death Benefit Percentage for the then current Policy Year.

For policies that meet the definition of life insurance under the Cash Value Accumulation Test prescribed by the Internal Revenue Code, We will automatically increase the Death Benefit so that it will never be less than the Account Value minus the present value of charges for qualified additional benefit riders (as defined by the Internal Revenue Code), multiplied by the Minimum Death Benefit Percentage as shown in the Policy Specifications for the then current Policy Year.

To the extent this increase in the Death Benefit would result in an Amount At Risk that exceeds Our guidelines and limitations that may be in effect, We reserve the right to:

- (a) distribute to You a portion of the Cash Surrender Value sufficient to continue to qualify the Policy as life insurance and such that the Amount At Risk does not exceed Our guidelines and limitations in effect; or
- (b) require evidence of insurability satisfactory to Us.

The Minimum Death Benefit is determined by using the Account Value on the date We receive Due Proof of Death of the Insured. Any Monthly Deduction Amounts taken after the date of the Insured's death and before We receive Due Proof of Death will be added to the Account Value for purposes of determining Death Proceeds.

**INCREASES AND
DECREASES IN
FACE AMOUNT**

General

At any time after the first Policy Year and subject to the conditions described below, You may make a request In Writing or in a manner satisfactory to Us to change the Face Amount. The minimum amount by which the Face Amount can be increased or decreased is shown on Page 3. We reserve the right to limit You to one increase or decrease in any 12 month period.

**INCREASES AND
DECREASES IN
FACE AMOUNT
(Continued)**

Scheduled Increases In Face Amount

We will increase the Face Amount automatically on the dates and by the amounts shown in the Policy Specifications. These scheduled increases will continue until the earlier of (a) the date We receive Your request, In Writing or in a manner satisfactory to Us, to discontinue future scheduled increases, or (b) the date We receive Your request, In Writing or in a manner satisfactory to Us, to decrease the Face Amount of Your Policy. Decreases in the Face Amount as a result of a withdrawal or a Death Benefit Option Change will not affect Your future scheduled increases.

Unscheduled Increases In Face Amount

At any time after the first Policy Year and prior to the maximum age shown on Page 3, You may request In Writing, or in a manner satisfactory to Us, to increase the Face Amount. All unscheduled requests to increase the Face Amount must be applied for on a new application and will be subject to evidence of insurability satisfactory to Us. Any increase approved by Us will be effective on the Monthly Activity Date following our approval of such increase. Any unscheduled increase will be subject to additional Monthly Per \$1,000 Charges, additional Cost of Insurance Charges and additional Surrender Charges, all of which are based on the Attained Age of the Insured at the time of the increase. We will send You an endorsement describing these charges. Unscheduled increases will be subject to the Incontestability and Suicide provisions of the Policy.

Decreases In Face Amount

At any time after the first Policy Year, you may request In Writing, or in a manner satisfactory to Us, to decrease the Face Amount. The minimum amount by which the Face Amount can be decreased is shown on Page 3. Any decrease will be effective on the Monthly Activity Date following the date We receive Your request. The remaining Face Amount must not be less than the amount shown on Page 3. If there have been any Face Amount increases, decreases will be applied to the most recent increase first then to the next most recent increase until the decrease has been fully applied.

PREMIUMS

General

The Initial Premium Payment must be received by Us prior to or upon delivery of the Policy and such payment must be sufficient to cover the Monthly Deduction Amount as of the Policy Date. The actual amount and frequency of payments will affect Your Account Value and could affect the amount and duration of insurance provided by the Policy.

After the first premium has been paid, subsequent premiums can be paid at any time and in any amount, subject to the following limitations:

- (a) The minimum premium that We will accept for quarterly, semi-annual, and annual premium payments is the greater of (a) \$50; or (b) the amount required to keep the Policy in force.
- (b) For monthly, pre-authorized payments made by bank draft, the minimum premium that We will accept is the greater of (a) \$25; or (b) the amount required to keep the Policy in force.
- (c) If premiums are received which would cause the Policy to fail to meet the definition of a life insurance contract in accordance with the Internal Revenue Code, We may refund the excess premium payments, unless such premium is necessary to maintain the Policy. Such refunds and interest thereon will be made within 60 days after the end of a Policy Year.
- (d) We may require evidence of insurability any time a premium payment results in an increase in the Death Benefit greater than the amount of the premium.
- (e) We may not allow subsequent payments in excess of \$1 million on a uniform and non-discriminatory basis when financial market conditions do not support the guarantees in the Policy.

**PREMIUMS
(Continued)**

Allocation of Net Premium and Loan Repayments

At the time of Your application for this Policy, You may choose to direct all Net Premium and loan repayments to the Fixed Account or the Plus Account. If the Fixed Account is selected, Net Premium and loan repayments received by Us are allocated to the Fixed Account and remain in the Fixed Account. If the Plus Account is selected, Net Premium and loan repayments received by Us are allocated first to the Fixed Account. Then, the portion of Account Value in the Fixed Account attributable to Net Premium and loan repayments received by Us during a given month will be transferred from the Fixed Account to the Plus Account on the next available Transfer Date following the end of that month. If no Account is selected, the Fixed Account will serve as the default choice, until We receive further instructions from You as described under the Account Option Changes provision of the Policy.

How To Make Premium Payments

Payments must be made payable to the Company shown on the first page of the Policy and sent to Us at the address shown on the premium notice. The premium will be applied on the date We receive the premium In Good Order at the address shown on the premium notice. We will apply any amount received under the Policy as a premium unless it is clearly marked otherwise.

Premium Reminder Notice

If Your premium payment frequency is annual, semi-annual or quarterly, We will send You a premium reminder notice for the amount of the Planned Premium. The Initial Planned Premium and payment frequency You selected are shown in the Policy Specifications. You may change the amount of Your Planned Premium subject to Our premium limitations.

**ACCOUNT VALUE
CASH VALUE, AND
CASH SURRENDER
VALUE**

Account Value

The Account Value is equal to the total of all amounts in the Fixed Account, Plus Account and Loan Account.

Fixed Account Value

The value in the Fixed Account on the Policy Date equals the initial Net Premium less the Monthly Deduction Amount for the first Policy month. On any other day, the value in the Fixed Account equals:

- (a) the Net Premiums allocated to it; plus
- (b) interest credited to it; plus
- (c) any amounts transferred to it from the Loan Account as a result of loan repayments; plus
- (d) any amounts transferred to it from a maturing Plus Account Segment; minus
- (e) Monthly Deductions and Withdrawals taken from it; minus
- (f) any amounts transferred from it to the Loan Account as a result of loans taken or interest charged on Indebtedness which exceeds interest credited to the Loan Account; minus
- (g) any amounts transferred from it to the Plus Account.

Fixed Account Interest

Interest will be credited daily to amounts in the Fixed Account at a rate based on an annual effective rate at least equal to the Minimum Fixed Account Value Interest Rate shown in the Policy Specifications. In addition, We may credit interest at rates greater than the Minimum Fixed Account Value Interest Rate. Any interest rate greater than the Minimum Fixed Account Value Interest Rate will be determined, in part, based on the original receipt date of premiums and loan repayments. Interest credited is nonforfeitable after crediting except indirectly due to surrender charges.

**ACCOUNT VALUE,
CASH VALUE, AND
CASH SURRENDER
VALUE (Continued)**

Plus Account Value

The value of the Plus Account equals the sum of the values in all Plus Account Segments ("Segment"). The value of a Segment effective on the Segment Start Date equals the amount transferred to the Segment from the Fixed Account or re-allocated to it from a maturing Segment on that Segment's maturity date.

On any other day, the value in a Segment equals:

- (a) the value in the Segment on the Segment Start Date; plus
- (b) Basic Interest credited to it ; minus
- (c) Monthly Deductions and Withdrawals taken from it since the Segment Start Date; minus
- (d) any amounts transferred from it to the Loan Account as a result of loans taken or interest charged on Indebtedness which exceeds interest credited to the Loan Account since the Segment Start Date; plus
- (e) any Index-linked Interest credited to it on the Segment Maturity Date.

Values in the Plus Account will vary over time based, in part, on the change in value of an external index.

Plus Account Segments

The Plus Account may contain one or more Segments. A new Segment is created on a Transfer Date, which is the same day as the Segment Start Date. This is the date amounts are moved to the Segment as a result of: (a) a scheduled transfer from the Fixed Account, or (b) a re-allocation of the value of a maturing Segment on that Segment's maturity date.

Segment Term and Segment Maturity Date

The Segment Term and Segment Maturity Date are measured from the Segment Start Date. A Segment will continue until the end of the Segment Term, which is the Segment Maturity Date. On that date, the Segment's maturity value as of the Close of Business on that date will be re-allocated to either the Fixed Account or the Plus Account based on Your most recent instructions for allocation of Net Premium and loan repayments on file with Us and in effect. If the value of the maturing Segment is re-allocated to the Plus Account, a new Segment will be created at that time.

Plus Account Interest

Amounts in the Plus Account will be credited with interest equal to the sum of Basic Interest plus Index-linked Interest, determined as follows:

Basic Interest – Basic Interest will be credited daily to a Segment during the Segment Term. The rate will be the daily equivalent of: the annual rate that would be credited if these amounts had always been in the Fixed Account less the Basic Interest Rate Adjustment Percentage shown in the Policy Specifications.

Index-linked Interest – Index-linked Interest equal to the Index-linked Interest Rate multiplied by the Average Segment Value will be credited to a Plus Account Segment on that Segment's maturity date, provided the Policy is in force on that date. No Index-linked Interest will be credited as a result of Policy termination occurring prior to the end of a Segment Term. Interest credited is nonforfeitable after crediting except indirectly due to surrender charges.

Index-linked Interest Rate - is equal to the lesser of $\{(A \times B) \text{ and } C\}$, such result being not less than zero, where:

- A = the Index Growth Rate
- B = the Index Participation Rate
- C = the Index-linked Interest Rate Cap

Index Growth Rate - is the percentage change in the value of the Index over the Segment Term. It is equal to $(B - A) / A$, where:

- A = the Closing Value of the Index on a Segment Start Date; and
- B = the Closing Value of the Index on a Segment Maturity Date.

**ACCOUNT VALUE,
CASH VALUE, AND
CASH SURRENDER
VALUE (Continued)**

Index Participation Rate - is the percentage applied to the Index Growth Rate in determining the Index-linked Interest Rate as shown in the Policy Specifications.

Index-linked Interest Rate Cap – is the maximum possible value for the Index-linked Interest Rate. We will set the Index-linked Interest Rate Cap for a new Segment on the Segment Start Date, subject to the Guaranteed Minimum Index-linked Interest Rate Cap shown in the Policy Specifications. Once the Index-linked Interest Rate Cap is set by Us, it will not change during the Segment Term. Index-linked Interest Rate Caps will be determined based on our future anticipated experience.

Average Segment Value - is the average daily Segment value during the Segment Term for a Segment, excluding Basic Interest credited to a Segment during the Segment Term.

Transfer Dates

The Transfer Date is shown in the Policy Specifications. We may change the Transfer Date to any day in the calendar month and We may change the frequency of transfers and re-allocations, but there will never be less than one Transfer Date per calendar quarter. We will notify You in advance of any such changes in the Transfer Date or frequency of transfers or re-allocations.

Discontinuance Of, or Substantial Change To, The Index

If the Index used in the calculation of the Index-linked Interest is discontinued or if We are unable to utilize the Index or if the calculation of the Index is changed substantially, We may substitute a comparable Index subject to regulatory approval. Before a substitute index is used, We will notify You and any assignee of the substitution.

Discontinuance Of The Plus Account By Us

We may close the Plus Account if We determine in Our sole discretion that this Policy may be subject to registration under the Securities Act of 1933. If this happens, no new transfers to the Plus Account will be allowed and amounts maturing on Segment Maturity Dates will be moved by Us to the Fixed Account until no value remains in the Plus Account. We will notify You in advance if this occurs.

Loan Account

The Loan Account is an account that is used to hold amounts set aside to serve as security for loans taken against the Policy.

Loan Account Value

On any day, the value in the Loan Account equals:

- (a) any amounts transferred to it as a result of loans taken; plus
- (b) interest credited to it; plus
- (c) any amounts transferred to it as a result of interest charged on Indebtedness which exceeds interest credited to the Loan Account; minus
- (d) any amounts transferred from it to the Fixed Account as a result of loan repayments.

Deductions from Account Value

Amounts deducted from the Account Value or transferred to the Loan Account will be taken first from the Fixed Account, then from the Plus Account if there are insufficient funds in the Fixed Account to satisfy the required deduction. Amounts deducted from the Plus Account will be deducted from the most recently opened Segment first, then from the next most recently opened Segment, and will continue in that order until the amount required to satisfy the deduction has been met. Such deductions include amounts necessary to satisfy Monthly Deductions, Withdrawal or loan requests, deductions due to an increase in Indebtedness from interest charged on the loan and any other adjustments to the Account Value as a result of the exercise of any additional benefits provided by rider.

**ACCOUNT VALUE,
CASH VALUE, AND
Cash surrender value
(Continued)**

Cash Value

Your Cash Value is equal to the Account Value less any applicable Surrender Charges.

Basis of Values

The Cash Values provided by the Policy are not less than the minimum values and benefits required by the insurance laws of the state in which the Policy is delivered or issued for delivery. A detailed statement of the method of computation of Cash Values has been filed, as required, with the insurance department of the state in which the Policy is delivered or issued for delivery.

Cash Surrender Value

Your Cash Surrender Value is equal to Your Cash Value minus the Indebtedness, if any.

**MONTHLY
DEDUCTION
AMOUNT**

General

On each Monthly Activity Date, We will deduct an amount from Your Account Value to pay Us for providing the benefits of the Policy. This amount is called the Monthly Deduction Amount.

On each Policy Anniversary We will determine the rates used to calculate the Monthly Deduction Amount for that Policy Year. These rates will not exceed the maximum rates shown in the Policy Specifications. Actual rates will be determined based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. Any change we make will be on a uniform basis for Insureds of the same Issue Age, Sex (if applicable), Insurance Class, Initial Face Amount, net Amount At Risk, Death Benefit Option, and the length of time coverage has been in-force.

Determining the Total Monthly Deduction Amount

The Monthly Deduction Amount equals:

- (a) the Cost of Insurance Charge; plus
- (b) the Monthly Administrative Charge; plus
- (c) the Monthly Per \$1,000 Charge; plus
- (d) the charges for additional benefits provided by rider, if any.

Cost of Insurance

The Cost of Insurance for any Monthly Activity Date is equal to:

- (a) the Cost of Insurance Rate per \$1,000; multiplied by
- (b) the Amount At Risk; divided by
- (c) \$1,000.

On any Monthly Activity Date, the Amount At Risk equals the Death Benefit less the Account Value on that date prior to assessing the Monthly Deduction Amount. If there have been any Face Amount increases, the Amount At Risk will be applied to the most recent increase first then to the next most recent increase until the Amount At Risk has been fully applied.

Monthly Administrative Charge

The Monthly Administrative Charge will not exceed the amount(s) shown in the Policy Specifications.

Monthly Per \$1,000 Charge

The Monthly Per \$1,000 Charge is equal to:

- (a) the Monthly Per \$1,000 Charge Rate shown in the Policy Specifications; multiplied by
- (b) the Initial Face Amount; divided by
- (c) \$1,000.

**ACCOUNT OPTION
CHANGES**

Changing Your Allocation Instructions from the Fixed Account to the Plus Account
Subject to the Transfer Restriction provision below, You may request In Writing, or in a manner satisfactory to Us, to change Your allocation instructions from the Fixed Account to the Plus Account. In this event, all amounts in the Fixed Account will be automatically transferred to the Plus Account on the next available Transfer Date following the month in which Your request to change to the Plus Account is received by Us In Good Order. All future Net Premium and loan repayments received by Us will be allocated first to the Fixed Account. Then, the portion of Account Value in the Fixed Account attributable to Net Premium and loan repayments received by Us during a given month will be transferred to the Plus Account on the next available Transfer Date following the end of that month. The maturity value of all existing Segments will be automatically re-allocated to the Plus Account at each Segment maturity.

Changing Your Allocation Instructions from the Plus Account to the Fixed Account
You may request In Writing, or in a manner satisfactory to Us, to change Your allocation instructions from the Plus Account to the Fixed Account. In this event, all future Net Premium and loan repayments received by Us will be allocated to the Fixed Account and remain there. The maturity value of all existing Segments will be automatically re-allocated to the Fixed Account at each Segment maturity.

**TRANSFER
RESTRICTION**

No transfers are allowed from the Fixed Account to the Plus Account when the Policy is in a Transfer Restriction Period. Net Premiums and loan repayments received by Us during a Transfer Restriction Period will remain in the Fixed Account until the end of the Transfer Restriction Period. Upon expiry of the Transfer Restriction Period, if the Plus Account is your current Account allocation on file with Us, amounts in the Fixed Account will be transferred to the Plus Account on the next available Transfer Date following the end of the month in which the Transfer Restriction Period ends.

**INSURANCE CLASS
CHANGES**

General

Based on Our administrative rules in effect and upon providing satisfactory evidence to Us, You may request to change the insurance class to a more favorable class. Only future cost of insurance rates will be based on the more favorable class and all other contract terms and provisions will remain as established at issue. No change in insurance class or cost will occur on account of deterioration of the Insured's health. Any decrease in cost of insurance rates resulting from a request to change the insurance class and for which evidence of insurability was obtained cannot be revoked after the change in insurance class has been in force, during the Insured's lifetime, for two years from the effective date of the change.

Revocation will occur if the evidence of insurability contained inaccurate information which, had We known it was inaccurate at the time of the class change, would have caused Us to not approve the change.

If We revoke an insurance class change, Your Account Value will be reduced. The amount of the reduction will equal the additional Cost of Insurance Charges that would have been deducted from Your Account Value, based on the original insurance class, from the time of the change until the time of the revocation. If the Insured dies during such period, the Death Benefit will be reduced by the additional Cost of Insurance Charges.

**POLICY DEFAULT
AND GRACE PERIOD**

Policy Default

During the first five Policy Years, the Policy will go into default on any Monthly Activity Date when the Cash Value less Indebtedness is not sufficient to cover the Monthly Deduction amount and the benefit provided by the Policy Protection Rider that is attached to Your Policy is not available.

Beginning in the sixth Policy Year and thereafter, the Policy will go into default on any Monthly Activity Date when:

- (a) the Account Value is not sufficient to cover the Monthly Deduction amount and the benefit provided by the Policy Protection Rider that is attached to Your Policy is not available; or
- (b) the Indebtedness equals or exceeds the Cash Value.

**POLICY DEFAULT
AND GRACE PERIOD
(continued)**

Policy Grace Period

We will keep the Policy in force for the 61 day period following the date Your Policy goes into default. We call that period the Policy Grace Period. If the Policy goes into default, We will send You a notice warning You that the Policy is in danger of terminating at least 30 days prior to termination of coverage. The notice will be mailed to You and any assignee of record at the last known address(es) and will tell You the minimum payment required to keep the Policy from terminating and the date such payment must be received by Us. The minimum payment will equal:

If there is no Indebtedness:

- (1) During the first five Policy Years, an amount that results in the lesser of (i) a Cash Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default; or (ii) the amount required to restore the availability of the benefit provided by the Policy Protection Rider; or
- (2) During the sixth Policy Year and thereafter, an amount that results in the lesser of (i) an Account Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default; or (ii) the amount required to restore the availability of the benefit provided by the Policy Protection Rider.

If there is Indebtedness, an amount that results in a Cash Surrender Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default.

If We have not received the required payment specified in the notice by the end of the Policy Grace Period, the Policy will terminate. If the Insured dies during the Policy Grace Period, We will pay the Death Proceeds.

REINSTATEMENT

General

Unless the Policy has been surrendered for its Cash Surrender Value, the Policy may be reinstated provided:

- (a) You make Your request In Writing within three years from the Termination Date;
- (b) satisfactory evidence of insurability is submitted;
- (c) the Insured is alive on the date of Reinstatement;
- (d) any Indebtedness at the time of termination must be repaid or carried over to the reinstated Policy; and
- (e) You pay premium equal to or greater than the sum of:
 1. an amount necessary to cover all Monthly Deduction Amounts that are due and unpaid during the Policy Grace Period. You will be charged only for the time period You had coverage under the Policy; and
 2. an amount necessary to keep the Policy in force for three months after the date of reinstatement.

Any reinstated coverage will be effective on the Monthly Activity Date following the date all of the following conditions are satisfied:

- (a) all premiums and charges have been paid to and accepted by Us;
- (b) the requested reinstatement has been approved by Us; and
- (c) statements on the reinstatement request or on any other application submitted as part of the reinstatement request are correct at the time of such payments and approval.

The Account Value on the reinstatement date will equal:

- (a) Net Premiums attributable to premiums paid at the time of reinstatement; minus
- (b) the Monthly Deduction Amounts that were due and unpaid during the policy grace period; plus
- (c) any Indebtedness carried over to the reinstated Policy; plus
- (d) the Surrender Charges at the time of reinstatement if the Policy is reinstated during the first five Policy Years.

The Surrender Charges for the reinstated Policy will be based on the duration from the original Policy Date as though the Policy had never lapsed.

POLICY LOANS

General

At any time while the Policy is in force and the Policy has a Cash Surrender Value, You may obtain a loan from Us. We will hold the Policy as sole security for repayment of any such loans taken. We may defer granting a loan, for the period permitted by law but not more than six months, unless the loan is to be used to pay premiums on any policies You have with Us.

Loan Amounts

Any new loan taken may not exceed the Cash Surrender Value on the date We grant a loan. The minimum loan amount that We will allow is \$500. Before advancing the loan amount, We may withhold an amount sufficient to pay interest on total Indebtedness to the end of the Policy Year and any Monthly Deduction Amounts due on or before the next Policy Anniversary.

Loan Account

When You take a loan, a portion of the Account Value, equal to the amount of the loan, is transferred into the Loan Account as security for the loan. Amounts in the Loan Account will be credited with interest as described below. Any amounts deducted from the Plus Account to satisfy the loan will trigger a Transfer Restriction Period.

Indebtedness

Indebtedness is money that is owed to Us as a result of outstanding loan(s) we have granted using the Policy as sole security and equals:

- (a) all outstanding loans taken;
- (b) any interest charged to Indebtedness; minus
- (c) any loan repayments.

Indebtedness will reduce the Death Proceeds payable and the surrender value of the Policy.

Interest Charged To Indebtedness

Any Indebtedness will be charged with interest at a rate equal to the Policy loan interest rate determined by Us. We will set this rate annually at the beginning of each calendar year and it will be in effect from the Policy Anniversary in that calendar year until the next Policy Anniversary in the following calendar year.

The maximum variable Policy loan interest rate that We will charge will never exceed the greater of:

- (a) the Minimum Fixed Account Value Interest Rate shown in the Policy Specifications plus 1% annually; and
- (b) the Monthly Average of the Composite Yield on Seasoned Corporate Bonds as published by Moody's Investors Service, Inc. for the calendar month ending two months prior to the beginning of the calendar year. If this average is no longer published, a substitute allowed by the Insurance Commissioner of the state where the Policy was issued and delivered will be used.

We may increase the Policy loan interest rate only when the maximum variable loan interest rate as determined in (a) and (b) above is at least $\frac{1}{2}\%$ higher than the Policy loan interest rate in effect for the prior calendar year. We will reduce the Policy loan interest rate when the maximum variable loan interest rate as determined in (a) and (b) above is at least $\frac{1}{2}\%$ lower than the Policy loan interest rate in effect for the prior calendar year.

Interest charged to Indebtedness will accrue daily. Any interest accrued will be added to Indebtedness and will be charged the same Policy loan interest rate.

We will notify You of the Policy loan interest rate for the Policy at the time a Policy loan is requested. If there is any Indebtedness on the Policy, We will notify You of any change in the Policy loan interest rate. However, such rate will never exceed the maximum variable rate required by the insurance laws of the state where the Policy is issued or issued for delivery.

**POLICY LOANS
(Continued)**

Interest Credited to Loan Account

The table below shows the minimum interest rates We will credit to the Loan Account:

During Policy Years	Minimum Interest Rate credited equals Interest Rate Charged on Indebtedness minus :
1-10	1.00%
11 and later	0.25%

Because the interest charged on Indebtedness may exceed the rate credited to amounts in the Loan Account, the Indebtedness may grow faster than the Loan Account value. If this happens, any difference between the value of the Loan Account and the Indebtedness will be transferred on each Monthly Activity Date to the Loan Account. Any such amounts deducted from the Plus Account will not trigger a Transfer Restriction Period.

Loan Repayments

All or part of a loan may be repaid at any time while the Policy is in force and the Insured is alive. However, each repayment must be at least \$50 or the amount of outstanding Indebtedness. Such repayments must be clearly identified In Writing as a loan repayment.

Termination Due to Excessive Indebtedness

The Policy will go into default on any Monthly Activity Date on which the Indebtedness equals or exceeds the Cash Value. Refer to the Policy Default and Grace Period section for more information.

WITHDRAWALS

General

You may request a withdrawal In Writing after the first Policy Anniversary. Upon such withdrawal, the Account Value will be reduced by an amount equal to the withdrawal. The amount available for withdrawal is the Cash Surrender Value, less \$1,000. The minimum withdrawal allowed is \$500. A charge of up to \$10 may be assessed for each withdrawal. One withdrawal per calendar month is allowed.

If the Death Benefit Option then in effect is Option A (Level Option) or Option C (Return of Premium Option), the Face Amount will be reduced by the amount equal to the reduction in the Account Value resulting from the withdrawal.

If the Death Benefit Option then in effect is Option B (Return of Account Value Option), the Face Amount will not be reduced.

If the Death Benefit Option then in effect is Option D (Decreasing Option), the withdrawal will result in a reduction in the Option Adjustment Amount, but the Option Adjustment Amount will not be allowed to become negative. If the Option Adjustment Amount becomes zero, any remaining and/or additional withdrawal amounts will result in a reduction in the Face Amount.

SURRENDERS

General

While the Policy is in force, You may surrender the Policy to Us. The Policy, and additional benefits provided by rider, are then cancelled as of the day We receive Your request In Writing or the date You request the surrender, whichever is later. We will then pay You the Cash Surrender Value as of that date. If a surrender request is received on a Segment Maturity Date, We will credit any Index-linked Interest due on that date prior to processing the surrender.

**PAYMENTS
BY US**

Deferral of Payments

We may defer payment of any Cash Surrender Values, Withdrawals and loan amounts, for up to six months from the date of the request, except for any loan made to pay premiums to Us. If We defer payment for more than 30 days, We will pay interest at the Minimum Fixed Account Value Interest Rate on the amount deferred.

THE CONTRACT

Entire Contract

The Policy, the attached copy of the initial application, any applications for reinstatement, all subsequent applications attached to or endorsed upon the Policy, and any endorsements, amendments or riders, are the entire contract. The contract is made in consideration of the application and the payment of the initial premium. We will not use any statement to cancel the Policy or to defend a claim under it, unless that statement is contained in an attached written application. All statements in the application will, in the absence of fraud (as determined by a court of competent jurisdiction), be deemed representations and not warranties.

Contract Modification

The only way this contract may be modified is by a written agreement signed by Our President, or one of Our Vice Presidents, Secretaries or Assistant Secretaries.

Tax Status

The Policy is intended to qualify as a life insurance contract for federal tax purposes and the Death Benefit under the Policy is intended to qualify for the federal income tax exclusion. The provisions of the Policy, including any rider or endorsement, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary.

Non-Participation

The Policy is non-participating. It does not share in Our surplus earnings, so You will receive no Policy dividends under it.

Misstatement of Age and/or Sex

If, on the date of death of the Insured, the Issue Age of the Insured or the Sex of the Insured (if applicable) is incorrectly stated, the Death Benefit will be that amount which would have been purchased at the correct age and/or sex in consideration of the most recent mortality charge by adjusting the net Amount At Risk by the ratio of the incorrect cost of insurance rate to the correct cost of insurance rate.

Suicide

If, within two years from the Date of Issue, the Insured dies by suicide, while sane or insane, Our liability will be limited to the premiums paid less Indebtedness and less any Withdrawals.

If, within two years from the effective date of any increase in the Face Amount for which evidence of insurability was obtained, the Insured dies by suicide, while sane or insane, Our liability with respect to such increase will be limited to the cost of insurance charges for the increase.

Incontestability

We will not contest the validity of this Policy, except for nonpayment of premium, after it has been in force during the Insured's lifetime for two years from the Date of Issue. This provision does not apply to any rider providing accidental death or disability benefits.

For any increase in coverage after the Date of Issue or any reinstatement, we will not contest the validity of such increase or reinstatement after such increase or reinstatement has been in force during the Insured's lifetime for two years from the effective date of the increase or reinstatement. However, such a contest shall be limited to material misrepresentations in the evidence of insurability provided to Us in the application for increase or reinstatement.

Annual Report

We will send You a report at least once each Policy Year without charge showing:

- (a) the beginning and end of the current report period;
- (b) the Account Value, Cash Surrender Value and Face Amount at the end of the current report period;
- (c) the premiums paid, Monthly Deduction Amounts, loans and Withdrawals since the last report;
- (d) the current Death Benefit at the end of the current report period on the life of each insured covered under the Policy;
- (e) the interest credited during the current report period;
- (f) the amount of any Indebtedness at the end of the current report period; and
- (g) notifications required by the provisions of the Policy.
- (h) any other information required by federal law or the insurance department of the state where the Policy was delivered or issued for delivery.

Projection of Benefits and Values

We will send You an illustrative report at least once each Policy Year without charge at Your request. We may require a reasonable fee not to exceed \$25.00 for each subsequent report We send at Your request after the first report per year is provided at no cost.

OWNERSHIP AND BENEFICIARY

Change of Owner or Beneficiary

The Owner and Beneficiary will be those named in the application until You change them. To change the Owner or Beneficiary(ies), notify Us In Writing while the Insured is alive. For changes to a designation of an irrevocable Beneficiary, We will also require the consent of the named irrevocable Beneficiary, if living. After We receive written notice, the change will be effective as of the date You signed such notice, whether or not the Insured is living when We receive it. However, the change will be subject to any payment We made or actions We may have taken before We received the request.

Death of Beneficiary

If any named Beneficiary dies before the Insured, that person's interest in this Policy ends, unless such Beneficiary has been named as an irrevocable Beneficiary. If a named Beneficiary dies at the same time as the Insured, or within fifteen days after the Insured's death, that person's interest ends as though the Beneficiary died before the Insured. Unless Your Beneficiary designation states otherwise, the Death Benefit will be paid as follows:

- (a) to the primary Beneficiary(ies) who survive(s) the Insured, or if there are none;
- (b) to the contingent Beneficiary(ies) who survive the Insured;
- (c) if no Beneficiary survives the Insured, we will pay the Death Proceeds to You, if You are living, otherwise, We will pay the proceeds to Your estate;
- (d) if multiple Beneficiaries are named to share the Death Proceeds equally, We will pay the Death Proceeds to the survivor(s) in equal shares;
- (e) if multiple Beneficiaries are named to receive unequal shares of the Death Proceeds, We will pay the Death Proceeds to the survivors on a pro rata basis and if there is only one surviving multiple Beneficiary, We pay all of the proceeds to that Beneficiary.

Assignment

You may assign the Policy by notifying Us In Writing. Unless otherwise specified by You, assignments will take effect on the date the notice of assignment is signed by You, subject to any payments made or actions taken by Us prior to receipt of the notice. Until You notify Us In Writing, no assignment will be effective against Us. We are not responsible for the validity of any assignment.

Owner's Rights

While the Insured is alive and no Beneficiary is irrevocably named, You may:

- (a) exercise all the rights and options that the Policy provides or that We permit;
- (b) assign the Policy; and
- (c) agree with Us to any change to the Policy.

TERMINATION

Termination

The Policy will terminate upon the earliest of the following events:

- (a) the surrender of the Policy; or
- (b) the end of the Policy Grace Period when premiums sufficient to keep the Policy from terminating are not paid; or
- (c) the date the Insured dies.

CONTINUATION BEYOND THE INSURED'S ATTAINED AGE 120

General

On the Policy Anniversary on or following the date on which the Insured has attained age 120, the following will occur:

- (a) the Death Benefit Option will be changed to Option A (Level Option) with no evidence of insurability being required;
- (b) the Face Amount will be set equal to the Death Benefit;
- (c) no future Monthly Deduction Amounts will be deducted from Your Account Value;
- (d) the Account Value will continue to be valued as described in the Account Value, Cash Value and Cash Surrender Value provision;
- (e) any loans that are in effect will continue to accrue interest and become part of any Indebtedness;
- (f) loan repayments may be made;
- (g) no new loans or Withdrawals can be requested; and
- (h) no further premiums will be accepted, except for amounts required to keep the Policy in force under the Grace period.

The provision above will in no way modify the Termination provision of any rider(s) attached to this Policy. Please be aware the Policy may terminate due to excessive Indebtedness.

This policy may not qualify as life insurance under federal tax law after the Insured has attained age 100 and may be subject to adverse tax consequences. Your tax advisor should be consulted before You choose to continue the policy beyond age 100.

PAYMENT OF DEATH PROCEEDS

Generally

The Death Proceeds of this Policy will be paid in one lump sum unless You or the Beneficiary elect one of the Income Settlement Options described below. If the Death Proceeds are paid in one lump sum and the payment is \$10,000 or greater, the Death Proceeds may be held in Our General Account and we may establish an interest-bearing draft account ("Safe Haven Account") in the name of the Beneficiary. The Beneficiary may then write drafts as desired, subject to Our rules then in effect regarding minimum draft amounts and balances. We do reserve the right to discontinue offering the Safe Haven Account at anytime and in such event, any remaining balance in the Safe Haven Account will be paid to the Beneficiary in one sum.

INCOME SETTLEMENT OPTIONS

Availability

All or parts of the proceeds of this Policy may, instead of being paid in one sum, be left with Us under any one or a combination of the following options, subject to Our minimum amount requirements on the date of election. If any payee is a corporation, partnership, association, assignee, or fiduciary, an option may be chosen only with Our consent.

Annuity benefits payable under this provision at the time of their commencement will not be less than those that would be provided by the application of the cash surrender value to purchase a single consideration immediate annuity contract at purchase rates offered by Us at the time to the same class of annuitants whether the annuity benefits are payable in fixed or variable amounts or both.

**INCOME
SETTLEMENT
OPTIONS)
(Continued**

Death of Payee

If the payee dies while receiving payments under one of the options below, We will pay the following:

- (a) any principal and accrued interest remaining unpaid under Option 1 or 2.
- (b) the present value of remaining unpaid payments, if any, under Option 3. The interest rate used to determine the present value of payments will be the interest rate used to determine the amount of each certain payment.

Any such amount will be paid in one sum to the payee's estate.

Option 1 - Interest Income: Payments of interest at the rate We declare, but not less than 2% per year, on the amount left under this option.

Option 2 - Income of Fixed Amount: Equal payments of the amount chosen until the amount left under this option, with interest of not less than 2% per year, is exhausted. The final payment will be for the balance only.

Option 3 - Income for Fixed Period: Payments, determined from the table below, are guaranteed for the number of years chosen and based on interest of not less than 2% per year. The first payment will be due on the date proceeds are applied under this option.

Number of Years	Monthly Payments per \$1,000 of Proceeds	Number of Years	Monthly Payments per \$1,000 of Proceeds
1	\$84.09	8	\$11.25
2	42.46	9	10.10
3	28.59	10	9.18
4	21.65	15	6.42
5	17.49	20	5.04
6	14.72	25	4.22
7	12.74	30	3.68

To convert the monthly payments shown in the table for Option 3 to quarterly, semi-annual or annual payments, multiply by the following factors:

PAYMENT INTERVAL	FACTOR
Quarterly	2.99
Semi-annual	5.96
Annual	11.84

Other Options - Other options may be arranged with Our consent at interest rates determined by Us.

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
Hartford, Connecticut 06104-2999
(A stock insurance company)
(the "Company")

For more information or assistance regarding Your Policy, You may contact Us at the following address:

Individual Life Operations
[P.O. Box 64582
St. Paul, Minnesota 55164-0582]
Telephone Number: [1-800-243-5433]
Email Address: [Lifeservice@hartfordlife.com]

Adjustable Death Benefit
Death Proceeds Payable at Death of the Insured
Cash Surrender Value Payable upon Surrender
Premiums Payable as shown on Page 3
Optional Index-Linked Interest Crediting Feature

Non-Participating

Values provided under the Policy may increase or decrease due to changes in interest credited to the Fixed Account and/or the Plus Account, Policy Charges and Cost of Insurance Rates. While the Policy values may be affected by an external index, the Policy does not participate in any stock or equity investments.



**FLEXIBLE PREMIUM
ADJUSTABLE LIFE INSURANCE POLICY
WITH AN OPTIONAL INDEX-LINKED INTEREST CREDITING FEATURE**



POLICY PROTECTION RIDER

This Rider provides additional protection from Policy default, subject to the conditions described below.

DEFINITIONS

In addition to the definitions set forth in the Policy, the following definitions shall apply to this Rider.

Policy Protection Account: a reference account used solely to determine whether or not the Policy Protection Test has been met. It is not used to determine the actual Account Value, Cash Value, Cash Surrender Value or Death Benefit provided by the Policy.

Policy Protection Monthly Charge: a charge deducted, on each Monthly Activity Date, from the Policy Protection Account as described in the Policy Protection Monthly Charge section of this Rider.

Policy Protection Net Premium: the premium amount credited to the Policy Protection Account. It is the premium paid into the Policy minus deductions for the Policy Protection Premium Charge and the Policy Protection Tax Charge.

Policy Protection Premium Charge: a charge deducted from premiums paid. It is calculated by multiplying premium paid by the applicable percentage as shown in the Policy Protection Rider Specifications Pages.

Policy Protection Tax Charge: a charge deducted from premiums paid. It is calculated by multiplying the premium paid by the applicable percentage as shown in the Policy Protection Rider Specifications Pages.

Policy Protection Test: a test used to determine whether the benefit is available.

THE BENEFIT

When this Benefit is Available

This benefit is available if, on any given Monthly Activity Date, the Policy Protection Test is met.

If this benefit is not available, it can be made available at any time while this Policy is in effect by making a premium payment or loan repayment, sufficient to meet the Policy Protection Test. However, if premiums received to restore the availability of this benefit would cause the policy to fail to meet the definition of life insurance (in accordance with the Internal Revenue Code) the excess premiums will be refunded and this benefit will not be available at that time.

How the Policy Protection Test is Met

The Policy Protection Test is met if the accumulated value in the Policy Protection Account is equal to or greater than zero. If the test is not met, the benefit will not be available.

When this Benefit Goes Into Effect

During the first five Policy Years, the Policy Protection Rider benefit, if available, will prevent Your Policy from going into default on any Monthly Activity Date when the Cash Value less Indebtedness is not sufficient to cover the Monthly Deduction Amount.

Beginning in the sixth Policy Year and thereafter, provided the Cash Value exceeds Indebtedness, the Policy Protection Rider benefit, if available, will prevent Your Policy from going into default on any Monthly Activity Date when the Account Value less Indebtedness is not sufficient to cover the Monthly Deduction Amount.

**THE BENEFIT
(Continued)**

If this benefit goes into effect: (a) any Monthly Deduction Amounts (attributable to the coverage(s) protected by the Policy Protection Rider benefit) that exceed the Account Value, less Indebtedness, will be waived, and (b) any riders as shown in the Policy Protection Rider Specifications Pages as being protected by this Policy Protection Rider benefit will continue subject to the terms and conditions of the riders. However, this benefit will not prevent Your Policy from going into default when the Indebtedness equals or exceeds the Cash Value.

Please refer to the Policy Default and Grace Period provision of the Policy for more information.

**POLICY PROTECTION
ACCOUNT**

Accumulated Value in the Policy Protection Account

On the Policy Date, the accumulated value equals the initial Policy Protection Net Premium. On each subsequent Monthly Activity Date, the accumulated value equals:

- (a) the accumulated value on the previous Monthly Activity Date; plus
- (b) any Policy Protection Net Premium allocated to it since the last Monthly Activity Date; plus
- (c) interest credited to it at the policy protection credited rate (as shown in the Policy Specifications) since the last Monthly Activity Date; minus
- (d) the Policy Protection Monthly Charge taken from it on that date (see below); minus
- (e) any Withdrawals since the last Monthly Activity Date; minus
- (f) any loans since the last Monthly Activity Date; plus
- (g) any loan repayments since the last Monthly Activity Date.

Any other adjustment made to the Policy's Account Value will impact the accumulated values in the Policy Protection Account in the same manner.

The actual amount, timing and frequency of payments allocated to the Policy Protection Account will affect the accumulated values in the Policy Protection Account and could affect the availability of the benefit provided by this Rider.

Policy Protection Monthly Charge

The Policy Protection Monthly Charge is calculated in the same manner as the Monthly Deduction Amount under the Policy (See the Monthly Deduction section of the Policy) but uses the Policy Protection Rider charges and rates that are set forth in the Policy Protection Rider Specifications Pages in the Policy.

When calculating the policy protection cost of insurance charge, it is necessary to calculate the amount(s) at risk. When calculating the amount(s) at risk it is necessary to calculate the death benefit. The death benefit, for the purposes of calculating the amount(s) at risk is calculated in the same manner as the Policy's Death Benefit except that Account Value is replaced by the accumulated value in the Policy Protection Account. Additionally, when calculating the amount(s) at risk, the Account Value is replaced by the accumulated value in the Policy Protection Account.

**NOTIFICATION OF
POLICY PROTECTION
STATUS**

General

We want to keep You informed on the status of the benefit. Therefore, at the end of each Policy Year, We will inform You of the following:

- (a) whether or not the benefit is then available;
- (b) if it is not available, the amount necessary to have the benefit available until the next Policy Anniversary; and
- (c) if applicable, how long the benefit will be available assuming that You continue to make Planned Premium payments on time as scheduled.

**REQUESTED
CHANGES**

General

Changes will be made to the Policy Protection Monthly Charge if:

- (a) the Insured's risk class changes;
- (b) the Face Amount increases or decreases;
- (c) other riders are added to or removed from the Policy; or
- (d) there are any increases or decreases to benefits provided by riders.

If any of the above changes occur, We will send You new Policy Specification pages, or an endorsement, which will reflect changes to the Policy Protection rates and/or charges that were affected by the requested change.

TERMINATION

General

The Policy Protection Rider will continue until the earliest of the following:

- (a) on the Policy Anniversary on or following the date on which the Insured has Attained Age 120; or
- (b) when this Policy terminates.

REINSTATEMENT

General

If the Policy terminates and is reinstated, this Rider may be reinstated as well. If the Rider is reinstated, the Policy Protection Account, on the reinstatement date, will equal:

- (a) the accumulated value of the Policy Protection Account at the time of termination; plus
- (b) Policy Protection Net Premium paid at the time of reinstatement; minus
- (c) the Policy Protection Monthly Charges that would have been deducted from the Policy Protection Account during the Policy Grace Period.

GENERAL PROVISIONS

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

Signed for **HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**
[



Terence Shields, *Corporate Secretary*]

POLICY SPECIFICATIONS

POLICY CHARGES

DEDUCTIONS FROM PREMIUM PAYMENTS

TYPE OF CHARGE	POLICY YEARS	PERCENT OF PREMIUMS PAID
Tax Charge:	ALL	[1.75%]*

* THE TAX PERCENTAGE RATE DEPENDS UPON THE RATE ASSESSED BY YOUR STATE OR MUNICIPALITY. IF YOUR RESIDENT STATE OR MUNICIPALITY CHANGES OR IF YOUR STATE OR MUNICIPALITY CHANGES ITS TAX RATE, THE TAX RATE WILL CHANGE TO EQUAL THAT NEW RATE.

MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

	POLICY YEARS	CHARGE OR PERCENT OF VALUE
Monthly Administrative Charge:	ALL	\$10.00 PER MONTH
Monthly Per \$1,000 Charge Rate:	1-7	[0.1958] PER MONTH PER \$1,000 OF THE INITIAL FACE AMOUNT

POLICY NUMBER: UL0000001

POLICY SPECIFICATIONS

POLICY CHARGES

MAXIMUM SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	[\$2,043.00
2	2,003.00
3	1,962.00
4	1,921.00
5	1,881.00
6	1,787.00
7	1,692.00
8	1,598.00
9	1,504.00
10	1,410.00
11	1,316.00
12	1,222.00
13	1,128.00
14	1,034.00
15	940.00
16	752.00
17	564.00
18	376.00
19	188.00]
20+	0

SERFF Tracking Number: HARL-127301607 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49720
 Company Tracking Number: LA-1366(11) FOR AR
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature
 Project Name/Number: Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature/LA-1366(11)

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR Cert - Rule 19 _Unfair Discrim_.pdf
 AR Cert Actuarial - Bull 11-83 _Non-guaranteed elements_.pdf
 AR Cert Actuarial - Reg 34 _UL_.pdf
 CONSENT TO SUBMIT RATES _Bulletin 11-83_.pdf
 Readability Certification.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Application HL-15911(09) was approved by the Department on 06/29/2009 under state tracking number 42773.

Item Status: **Status Date:**

Bypassed - Item: Health - Actuarial Justification
Bypass Reason: n/a - this is not a health product.
Comments:

Item Status: **Status Date:**

Bypassed - Item: Outline of Coverage
Bypass Reason: n/a - this is not a health product.
Comments:

Item Status: **Status**

SERFF Tracking Number: HARL-127301607 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49720
 Company Tracking Number: LA-1366(11) FOR AR
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature
 Project Name/Number: Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature/LA-1366(11)

Date:

Satisfied - Item: F+SOV

Comments:

Attachments:

- LA-1366(11) SOV.pdf
- LA-1366 SOV for EVO.pdf
- LA-1367 SOV for officer sigs.pdf

Item Status:

Status

Date:

Satisfied - Item: F+ Actuarial Memorandums

Comments:

In response to yor letter of 9/9/2011, we have attached revised updated Actaurial Memorandums in accordance External Indexed Guidelines. The required certification is attached separately, below.

Attachments:

- Founder's Plus_CURRMORTTIER1.pdf
- Founder's Plus_TIER1RATIO.pdf
- Founders Plus Investment Policy.pdf
- Founder's Plus_CURRMORTTIER2.pdf
- UpdatedComplete AR Non-IIPRC FP2011 ActMemo - Base.pdf
- UpdatedCompleteAR Non-IIPRC FP2011 ActMemo - EVO.pdf

Item Status:

Status

Date:

Satisfied - Item: CERTIFICATION OF
 COMPLIANCE WITH EXTERNAL-
 INDEXED CONTRACT
 GUIDELINES

Comments:

In response to yor letter of 9/9/2011, we have attached the required Certification.

Attachment:

- AR Cert IUL Guidelines.pdf

**ARKANSAS
POLICY FORM CERTIFICATION**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

Form Number(s): LA-1366(11)

Form Title(s): Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature

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

Signed:



Date

September 6, 2011

Lenore Paoli, AVP, Business Practices and Compliance

**CERTIFICATION OF COMPLIANCE
WITH ARKANSAS BULLETIN NO. 11-83 ENTITLED
“GUIDELINES FOR NON-GUARANTEED COSTS ON PARTICIPATING AND NON-PARTICIPATING
LIFE INSURANCE”**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

I hereby certify that these guidelines have been reviewed and that this submission complies with the Guidelines for Non-Guaranteed Costs on Non-Participating Life Insurance.



Paul Fischer, FSA, MAAA
AVP & Actuary, ILD Product Development

**CERTIFICATION OF COMPLIANCE
WITH ARKANSAS RULE AND REGULATION 34
ENTITLED "UNIVERSAL LIFE INSURANCE"**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

I hereby certify that these guidelines have been reviewed and that this submission complies with Arkansas Rule and Regulation 34, which includes Section 6 (Valuation) and Section 7 (Non-forfeiture).

When calculating the reserves under the minimum reserve method in Rule and Regulation 34, in no case shall the reserves be less than the actual cash surrender values provided for under the policy contract.



Paul Fischer, FSA, MAAA
AVP & Actuary, ILD Product Development

CONSENT TO SUBMIT RATES AND/OR COST BASES FOR APPROVAL

The Hartford Life and Annuity Insurance Company (“Company”) of Hartford, CT, does hereby consent and agree

- A) that all premium rates and/or cost bases both “maximum “ and “current or projected”, used in relation to policy form number LA-1366(11) must be filed with the Insurance Commissioner for the State of Arkansas (“Commissioner”) at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days

or

(B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and rate of rates.

Hartford Life and Annuity Insurance Company

By: 

Paul Fischer, FSA, MAAA
AVP & Actuary, ILD Product Development
Title and Position

Readability Certificate

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

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

<u>Form Number</u>	<u>Flesch Score</u>
LA-1366(11)	50.2
LA-1367(11)	50.3

Hartford Life and Annuity Insurance Company
NAIC Number 71153-091



Signature of Insurance Company Officer

Lenore Paoli, AVP, ILD Business Practices and Compliance
Typed Name and Title

Hartford Life and Annuity Insurance Company
Statement of Variability for:
Individual Flexible Premium Adjustable Life with Optional Index-Linked Crediting Feature

Variable Text Denoted by Brackets
Date: 07/29/2011

Changes in variable text will be administered by the Company pursuant to the information provided below in a uniform and non-discriminatory manner. Any changes will be based on sound actuarial principles, where applicable. In addition, the following will only be changed upon prior approval:

- Guaranteed Maximum Cost of Insurance Rates and the mortality tables on which they are based;
- Guaranteed minimum interest rate for account and nonforfeiture benefits;
- Guaranteed maximum surrender charges;
- Guaranteed maximum expense charges.

In addition to the items listed above, a change or modification to any other item not specifically listed that may affect the derivation and compliance of policy values with any required minimum non forfeiture values shall also be filed for approval prior to use.

Policy Cover

Service Operations Address, telephone number, Internet Communication email address, Officer Title and Signatures	Will vary based on changes in future company operations.
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Page 3 Policy Specifications (sex distinct and unisex versions)

Insurance Department Phone Number	The Phone Number of the Insurance Department of the state in which the Policy is issued will vary based on changes in future Department operations.
Issue Ages	0-85
Policy Number, Policy Date, Date of Issue, Owner, Beneficiary, Insured, Issue Age/Sex (Sex, if applicable)	Data will vary per policy based on issue-specific information. Gender: Male, Female or Unisex (if applicable).
Insurance Class	Preferred Plus Non-Nicotine; Preferred Non-Nicotine; Preferred Nicotine; Standard Nicotine; Standard Non-Nicotine
Initial Face Amount	Range: \$50,000 - \$999,999,999. Will vary per policy issue based on owner selection.
Unscheduled Increases Maximum Age	Range: 70-100. Any change will be applied to new issues only on a non-discriminatory basis.
Minimum Increase in Face Amount	Range: \$500 - \$50,000. Any change will be applied to new issues only on a non-discriminatory basis.
Minimum Decrease in Face Amount	Range: \$500 - \$5,000 Any change will be applied to new issues only on a non-discriminatory basis.
Minimum Face Amount After Decrease	Range: \$25,000 – \$100,000. Any change will be applied to new issues only on a non-discriminatory basis.
Death Benefit Option	A (Level), B (Return of Account Value), C (Return of Premiums), and D (Decreasing Option). Will vary per policy issue based on owner selection.
Death Benefit Option C	\$5,000,000 if Option C is chosen.
Initial Planned Premium	Will vary per policy issue based on issue specific information such as face amount, issue age, gender, risk class and any optional riders selected.
Payment Frequency	Annual, semiannual, quarterly or monthly

Page 3(Continued) Policy Specifications

Basic Interest Rate Adjustment Factor	Range: .50 – 5.00%. We may increase or decrease based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. Any change will apply to new issues and new Segments created under in-force policies.
Transfer Date	Range: 1 st – 28th day of the Month. We may change the Transfer date based on any future change in our current Company operations. Any changes will apply to new issues as well as new Segments created under in-force policies.

Page 3A Policy Specifications

DEDUCTIONS FROM PREMIUM PAYMENTS	
Tax charge	State specific information. The tax charge will reflect current state and/or municipality tax charge assessed by the state in which the Policy is issued and delivered.
MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE	
Monthly Per \$1,000 Charge Rate	Range: 0.0600 to 3.0500 - will vary based on a combination of the Insured's age, gender (if applicable), underwriting class. Any change to the maximum charge for new issues will be filed for approval prior to use.

Page 3B Policy Specifications

Maximum Surrender Charges	Range: 0.03 – 60.00 (annual per \$1,000) - will vary based on initial face amount and combination of Insured's age, gender (if applicable), and policy duration. Any change to the maximums shown will be filed for approval prior to use.
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Page 3C Policy Specifications

Scheduled Face Amount Increases	Will vary based on initial face amount and combination of Insured's age, gender (if applicable), underwriting class, and policy duration.
--	---

Page 3D Policy Specifications (sex distinct and unisex versions)

Table of Minimum Death Benefit Percentages and Monthly Maximum Cost of Insurance Rates per \$1,000 of Net Amount at Risk	Range: 0.015 – 83.333333 will vary based on initial face amount and combination of Insured's age, gender (if applicable) underwriting class, policy duration and the Life Insurance Test selected by owner. Any change to the maximums shown will be filed for approval prior to use.
---	---

Additional Benefits and Riders

Policy Protection Rider Specification Pages 3E and 3E (continued)

POLICY PROTECTION RIDER	Policy Protection Rider Data will vary per policy based on issue-specific information.
RIDERS COVERED BY THE POLICY PROTECTION RIDER	Will vary based on owner's selection of Riders at time of application.
DEDUCTIONS FROM PREMIUM PAYMENTS USED TO DETERMINE THE POLICY PROTECTION NET PREMIUM	Policy Protection Premium Tax Charge State specific information. The tax charge will reflect current state and/or municipality tax charge assessed by the state in which the Policy is issued and delivered. Policy Protection Policy Protection Premium Charge Range: 0.01 to 0.10 will vary based a combination of Insured's age, gender (if applicable), policy years and underwriting class.

<p>INTEREST CREDITS APPLIED TO THE POLICY PROTECTION ACCOUNT</p>	<p>Interest Credits are determined by multiplying the Policy Protection Account value by interest rate factors. Annual Interest Rate Range 0.050% to 6.00% based on insured's age, gender (if applicable), policy duration, death benefit option selected and underwriting class. "Tier 1 Credited Rates" apply to Policy Protection Account values up to the "Credited Rate Breakpoint" and "Tier 2 Credited Rates" apply to values above the breakpoint, if any. The Credited Rate Breakpoint is calculated by multiplying the ratio for the current Policy Year by the current Death Benefit.</p>
<p>DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT</p>	<p>Policy Protection Per \$1,000 Charge Rate – Range 0.02 to 0.80 will vary based on a combination of Insured's age, gender (if applicable) and underwriting class. Policy Protection Cost of Insurance Rate - Monthly Per \$1,000 Range: 0.01 to 83.3333 will vary based on a combination of Insured's age, gender (if applicable), policy duration, and underwriting class. Policy Protection Rider Charges – will vary based on owner selection of riders. Rates and charges shown will be based on the rates and charges for each selected Rider.</p>

Hartford Life and Annuity Insurance Company
Statement of Variability for:
Alternate Policy Specification Pages 3A and 3B (EVO)

Variable Text Denoted by Brackets
Date: 7/29/2011

Changes in variable text will be administered by the Company pursuant to the information provided below in a uniform and non-discriminatory manner. Any changes will be based on sound actuarial principles, where applicable. In addition, the following will only be changed upon prior approval:

- Guaranteed Maximum Cost of Insurance Rates and the mortality tables on which they are based;
- Guaranteed minimum interest rate for account and nonforfeiture benefits;
- Guaranteed maximum surrender charges;
- Guaranteed maximum expense charges.

In addition to the items listed above, a change or modification to any other item not specifically listed that may affect the derivation and compliance of policy values with any required minimum non forfeiture values shall also be filed for approval prior to use.

Page 3A Policy Specifications

DEDUCTIONS FROM PREMIUM PAYMENTS	
Tax charge	State specific information. The tax charge will reflect current state and/or municipality tax charge assessed by the state in which the Policy is issued and delivered.
MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE	
Monthly Per \$1,000 Charge Rate	Range: 0.0600 to 3.0500 - will vary based on a combination of the Insured's age, gender (if applicable), underwriting class, death benefit option, and policy duration. Any change to the maximum charge for new issues will be filed for approval prior to use.

Page 3B Policy Specifications

Maximum Surrender Charges	Range: 0.03 – 60.00 (annual per \$1,000) - will vary based on initial face amount and combination of Insured's age, gender (if applicable), underwriting class, and policy duration. Any change to the maximums shown will be filed for approval prior to use.
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Hartford Life and Annuity Insurance Company
Statement of Variability for:
Individual Flexible Premium Adjustable Life with Optional Index-Linked Crediting Feature
Form Number LA-1367(11)

Variable Text Denoted by Brackets
Date: 7/29/2011

Changes in variable text will be administered by the Company in a uniform and non-discriminatory manner.

Policy Protection Rider

Officer Signature	Will vary based on changes in future company operations.
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**CERTIFICATION OF COMPLIANCE
WITH EXTERNAL-INDEXED CONTRACT GUIDELINES”
HARTFORD LIFE AND ANNUITY INSURANCE COMPANY**

I hereby certify that these guidelines have been reviewed and that this submission complies with External Indexed Guidelines.



Lenore Paoli, Asst Vice Pres., Individual Life Compliance

SERFF Tracking Number: HARK-127301607 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number: 49720
 Company Tracking Number: LA-1366(11) FOR AR
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature
 Project Name/Number: Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature/LA-1366(11)

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
07/28/2011	Form	Individual Flexible Premium Adjustable Life Insurance Policy with an Optional Index Linked Interest Crediting feature	09/15/2011	LA-1366(11) for AR.pdf (Superseded)
07/28/2011	Supporting Document	F+ Actuarial Memorandums	09/15/2011	Complete AR Non-IIPRC FP2011 ActMemo - Base.pdf (Superseded) Founder's Plus_CURRMORTTIER1.pdf Founder's Plus_TIER1RATIO.pdf CompleteAR Non-IIPRC FP2011 ActMemo - EVO.pdf (Superseded) Founders Plus Investment Policy.pdf Founder's Plus_CURRMORTTIER2.pdf

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
Hartford, Connecticut 06104-2999
(A stock insurance company)
(the "Company")

For more information or assistance regarding Your Policy, You may contact Us at the following address:

Individual Life Operations
[P.O. Box 64582
St. Paul, Minnesota 55164-0582]
Telephone Number: [1-800-243-5433]
Email Address: [Lifeservice@hartfordlife.com]

We will pay the Death Proceeds to the Beneficiary if the Insured dies while this Policy is in force. Payment will be made after We receive Due Proof of Death of the Insured, at Our Individual Life Operations facility in St. Paul, Minnesota.

Signed for the Company by

[
 
David N. Levenson, *President* Terence Shields, *Corporate Secretary*]

READ YOUR POLICY CAREFULLY

This is a legal contract between You and Us.

RIGHT TO EXAMINE POLICY

We want You to be satisfied with the Policy You have purchased. We urge You to examine it closely. If, for any reason You are not satisfied, You may deliver or mail the Policy to Us or to the producer from whom it was purchased anytime during Your free look period. Your free look period begins on the day You receive Your Policy and ends ten days after You receive it. In such an event, the Policy will be rescinded and We will pay an amount equal to the total premiums paid for the Policy, including any fees and charges, less any Indebtedness and Withdrawals. Cancellation of the Policy makes the Policy void from its inception.

Adjustable Death Benefit

Death Proceeds Payable at Death of the Insured
Cash Surrender Value Payable upon Surrender
Premiums Payable as shown on Page 3
Optional Index-Linked Interest Crediting Feature
Non-Participating

Values provided under the Policy may increase or decrease due to changes in interest credited to the Fixed Account and/or the Plus Account, Policy Charges and Cost of Insurance Rates. While the Policy values may be affected by an external index, the Policy does not participate in any stock or equity investments.

FLEXIBLE PREMIUM
ADJUSTABLE LIFE INSURANCE POLICY
WITH AN OPTIONAL INDEX-LINKED INTEREST CREDITING FEATURE



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POLICY SPECIFICATIONS

POLICY INFORMATION

Policy Type: FLEXIBLE PREMIUM ADJUSTABLE LIFE
WITH AN OPTIONAL INDEX-LINKED INTEREST
CREDITING FEATURE

Policy Number: [UL0000001]
Policy Date: [JANUARY 1, 2011]
Date of Issue: [JANUARY 1, 2011]

Owner: [JOHN DOE]
Beneficiary: [JANE DOE]

Insured: [JOHN DOE]
Issue Age/Sex: [35, MALE]
Insurance Class: [PREFERRED/NON-NICOTINE]

DEATH BENEFIT INFORMATION

Initial Face Amount: [\$100,000]

Unscheduled Increases Maximum Age: [85]
Minimum Increase In Face Amount: [\$25,000]
Minimum Decrease In Face Amount: [\$500]
Minimum Face Amount After Decrease: [\$50,000]

Death Benefit Option: [A (LEVEL OPTION)]
Death Benefit Option C Limit: [NOT APPLICABLE]

PREMIUM INFORMATION

Initial Planned Premium: [\$1,000.00]
Payment Frequency: [ANNUAL]

ACCOUNT VALUE INFORMATION

Definition of Life Insurance Test: [Guideline Premium/Cash Value Corridor Test]

FIXED ACCOUNT INFORMATION:

Minimum Fixed Account Value Interest Rate: **Percent of Value:** 3.00% effective annual

During the first five policy years, it is possible that coverage will terminate if the Cash Value, less Indebtedness, is insufficient to pay the Monthly Deduction Amount and the benefit provided by the Policy Protection Rider attached to this Policy is not available. Thereafter, it is possible that coverage will terminate if the Account Value is insufficient to pay the Monthly Deduction Amount and the benefit provided by the Policy Protection Rider is not available, or if Indebtedness equals or exceeds the Cash Value. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited to the Fixed Account and/or the Plus Account, loans or Withdrawals taken and the cost of additional benefits. The Planned Premium may need to be increased to keep this Policy and coverage in force. If the Policy terminates for reasons other than death of the Insured or Cash Surrender, there will be no Death Benefit or Cash Surrender Value.

POLICY NUMBER: UL0000001

POLICY SPECIFICATIONS

POLICY INFORMATION

Policy Type: FLEXIBLE PREMIUM ADJUSTABLE LIFE
WITH AN OPTIONAL INDEX-LINKED INTEREST
CREDITING FEATURE

Policy Number: [UL0000001]
Policy Date: [JANUARY 1, 2011]
Date of Issue: [JANUARY 1, 2011]

Owner: [JOHN DOE]
Beneficiary: [JANE DOE]

Insured: [JOHN DOE]
Issue Age: [35]
Insurance Class: [PREFERRED/NON-NICOTINE]

DEATH BENEFIT INFORMATION

Initial Face Amount: [\$100,000]

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Minimum Increase In Face Amount: [\$25,000]
Minimum Decrease In Face Amount: [\$500]
Minimum Face Amount After Decrease: [\$50,000]

Death Benefit Option: [A (LEVEL OPTION)]
Death Benefit Option C Limit: [NOT APPLICABLE]

PREMIUM INFORMATION

Initial Planned Premium: [\$1,000.00]
Payment Frequency: [ANNUAL]

ACCOUNT VALUE INFORMATION

Definition of Life Insurance Test: [Guideline Premium/Cash Value Corridor Test]

FIXED ACCOUNT INFORMATION:

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POLICY SPECIFICATIONS

ACCOUNT VALUE INFORMATION (Continued)

PLUS ACCOUNT INFORMATION:

Basic Interest Information:

Basic Interest Rate Adjustment Percentage: [2.50]%

Index-linked Interest Information:

Index:	Standard & Poor's 500 Composite Stock Price Index*
Segment Term:	1 Year
Guaranteed Index Participation Rate:	[50]%
Guaranteed Minimum Index-linked Interest Rate Cap:	[3.00]%

Transfer Date: the [3rd]day of the month (subject to change at Our discretion as described under the Transfer Date provision of the Policy) **

Transfer Frequency: [Monthly] (subject to change at Our discretion, but no less frequently than quarterly as described under the Transfer Date provision of the Policy)

*Index-linked returns do not include the portion of returns generated by the underlying index that come from dividends. See the Plus Account Index Disclaimers below.

**The initial Transfer Date will be the next scheduled Transfer Date following the later of: (a) the end of the free look period shown in the Right to Examine Policy provision; or (b) the date We receive In Good Order all necessary delivery requirements including Your acceptance of the Policy.

PLUS ACCOUNT INDEX DISCLAIMERS

The Flexible Premium Adjustable Life Insurance Policy "The Policy" is not sponsored, endorsed, sold or promoted by Standard & Poor's Financial Services LLC ("S&P" or "Standard & Poor's") or its third party licensors. Neither S&P nor its third party licensors makes any representation or warranty, express or implied, to the owners of The Policy or any member of the public regarding the advisability of investing in securities generally or in The Policy particularly or the ability of the Standard & Poor's 500 Composite Stock Price Index (the "Index") to track general stock market performance. S&P's and its third party licensor's only relationship to Hartford Life and Annuity Insurance Company is the licensing of certain trademarks and trade names of S&P and the third party licensors and of the Index which is determined, composed and calculated by S&P or its third party licensors without regard to Hartford Life and Annuity Insurance Company or The Policy. S&P and its third party licensors have no obligation to take the needs of Hartford Life and Annuity Insurance Company or the owners of The Policy into consideration in determining, composing or calculating the Index. Neither S&P nor its third party licensors is responsible for and has not participated in the determination of the prices and amount of The Policy or the timing of the issuance or sale of The Policy or in the determination or calculation of the equation by which The Policy is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of The Policy.

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POLICY SPECIFICATIONS

POLICY CHARGES

DEDUCTIONS FROM PREMIUM PAYMENTS

TYPE OF CHARGE

	POLICY YEARS	PERCENT OF PREMIUMS PAID
Maximum Premium Charge:	ALL	4.00%

		PERCENT OF PREMIUMS PAID
Tax Charge:	ALL	[1.75%]*

* THE TAX PERCENTAGE RATE DEPENDS UPON THE RATE ASSESSED BY YOUR STATE OR MUNICIPALITY. IF YOUR RESIDENT STATE OR MUNICIPALITY CHANGES OR IF YOUR STATE OR MUNICIPALITY CHANGES ITS TAX RATE, THE TAX RATE WILL CHANGE TO EQUAL THAT NEW RATE.

MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

	POLICY YEARS	CHARGE OR PERCENT OF VALUE
Monthly Administrative Charge:	ALL	\$10.00 PER MONTH
Monthly Per \$1,000 Charge Rate:	1-7	[0.1474] PER MONTH PER \$1,000 OF THE INITIAL FACE AMOUNT

POLICY NUMBER: UL0000001

POLICY SPECIFICATIONS

POLICY CHARGES

MAXIMUM SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	[\$825.00
2	\$788.00
3	\$750.00
4	\$450.00
5	\$375.00
6	\$300.00
7	\$225.00
8	\$150.00
9	\$ 75.00]
10+	\$ 0.00

POLICY SPECIFICATIONS

SCHEDULED FACE AMOUNT INCREASES

DATE OF INCREASE	SCHEDULED INCREASE AMOUNT
[JANUARY 1, 2015	\$75,000
JANUARY 1, 2020	\$75,000
JANUARY 1, 2025	\$75,000
JANUARY 1, 2030	\$75,000]

POLICY SPECIFICATIONS

**TABLE OF MINIMUM DEATH BENEFIT PERCENTAGES
AND MONTHLY MAXIMUM COST OF INSURANCE RATES PER \$1,000**

ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
[35	250	0.090833	78	105	4.537500
36	250	0.095833	79	105	5.072500
37	250	0.100000	80	105	5.655833
38	250	0.107500	81	105	6.320000
39	250	0.114167	82	105	7.011667
40	250	0.121667	83	105	7.757500
41	243	0.131667	84	105	8.583333
42	236	0.144167	85	105	9.505833
43	229	0.158333	86	105	10.528333
44	222	0.175000	87	105	11.645000
45	215	0.194167	88	105	12.841667
46	209	0.212500	89	105	14.104167
47	203	0.232500	90	105	15.421667
48	197	0.244167	91	104	16.660833
49	191	0.257500	92	103	17.952500
50	185	0.276667	93	102	19.315000
51	178	0.299167	94	101	20.754167
52	171	0.330000	95	101	22.265833
53	164	0.363333	96	101	23.649167
54	157	0.405833	97	101	25.124167
55	150	0.458333	98	101	26.698333
56	146	0.511667	99	101	28.378333
57	142	0.569167	100	101	30.175000
58	138	0.618333	101	101	31.600833
59	134	0.675000	102	101	33.120000
60	130	0.743333	103	101	34.736667
61	128	0.826667	104	101	36.456667
62	126	0.928333	105	101	38.260833
63	124	1.042500	106	101	40.179167
64	122	1.162500	107	101	42.218333
65	120	1.289167	108	101	44.385833
66	119	1.417500	109	101	46.688333
67	118	1.547500	110	101	49.132500
68	117	1.687500	111	101	51.728333
69	116	1.832500	112	101	54.483333
70	115	2.008333	113	101	57.409167
71	113	2.205000	114	101	60.512500
72	111	2.463333	115	101	63.805833
73	109	2.735833	116	101	67.299167
74	107	3.022500	117	101	71.004167
75	105	3.335833	118	101	74.935000
76	105	3.677500	119	101	79.101667]
77	105	4.074167			

THE MINIMUM DEATH BENEFIT PERCENTAGE FOR ATTAINED AGE 120 AND BEYOND WILL BE 101. THE MINIMUM DEATH BENEFIT PERCENTAGES ARE DETERMINED TO COMPLY WITH SECTION 7702 OF THE INTERNAL REVENUE CODE. THE MAXIMUM COST OF INSURANCE RATES DO NOT EXCEED THE COST OF INSURANCE RATES BASED ON THE 2001 COMMISSIONERS STANDARD ORDINARY, MALE OR FEMALE, SMOKER OR NON-SMOKER, ULTIMATE, AGE NEAREST BIRTHDAY MORTALITY TABLE. THE MAXIMUM COST OF INSURANCE RATES HAVE BEEN ADJUSTED TO REFLECT ANY SPECIAL CLASS RATING

POLICY SPECIFICATIONS

**TABLE OF MINIMUM DEATH BENEFIT PERCENTAGES
AND MONTHLY MAXIMUM COST OF INSURANCE RATES PER \$1,000**

ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
[35	250	0.087500	78	105	4.177500
36	250	0.092500	79	105	4.650000
37	250	0.097500	80	105	5.163333
38	250	0.104167	81	105	5.761667
39	250	0.110000	82	105	6.390000
40	250	0.117500	83	105	7.055000
41	243	0.126667	84	105	7.786667
42	236	0.137500	85	105	8.600000
43	229	0.150833	86	105	9.462500
44	222	0.165833	87	105	10.454167
45	215	0.184167	88	105	11.502500
46	209	0.200833	89	105	12.597500
47	203	0.220833	90	105	13.690000
48	197	0.233333	91	104	14.563333
49	191	0.248333	92	103	15.567500
50	185	0.268333	93	102	16.735833
51	178	0.291667	94	101	18.067500
52	171	0.321667	95	101	19.601667
53	164	0.355000	96	101	21.045833
54	157	0.395833	97	101	22.591667
55	150	0.445000	98	101	23.426667
56	146	0.495833	99	101	24.610000
57	142	0.550000	100	101	26.128333
58	138	0.599167	101	101	27.568333
59	134	0.653333	102	101	29.199167
60	130	0.717500	103	101	31.043333
61	128	0.795000	104	101	33.121667
62	126	0.887500	105	101	35.424167
63	124	0.990833	106	101	37.854167
64	122	1.099167	107	101	40.402500
65	120	1.214167	108	101	43.022500
66	119	1.331667	109	101	45.781667
67	118	1.452500	110	101	48.638333
68	117	1.583333	111	101	51.449167
69	116	1.719167	112	101	54.232500
70	115	1.881667	113	101	56.864167
71	113	2.064167	114	101	60.335833
72	111	2.299167	115	101	63.660833
73	109	2.546667	116	101	67.127500
74	107	2.808333	117	101	70.900000
75	105	3.094167	118	101	74.495000
76	105	3.405833	119	101	78.171667]
77	105	3.763333			

THE MINIMUM DEATH BENEFIT PERCENTAGE FOR ATTAINED AGE 120 AND BEYOND WILL BE 101. THE MINIMUM DEATH BENEFIT PERCENTAGES ARE DETERMINED TO COMPLY WITH SECTION 7702 OF THE INTERNAL REVENUE CODE. THE MAXIMUM COST OF INSURANCE RATES DO NOT EXCEED THE COST OF INSURANCE RATES BASED ON THE 2001 COMMISSIONERS STANDARD ORDINARY, UNISEX(80), SMOKER OR NON-SMOKER, ULTIMATE, AGE NEAREST BIRTHDAY MORTALITY TABLE. THE MAXIMUM COST OF INSURANCE RATES HAVE BEEN ADJUSTED TO REFLECT ANY SPECIAL CLASS RATING.

POLICY SPECIFICATIONS

ADDITIONAL BENEFITS AND RIDERS

POLICY PROTECTION RIDER

Insured: [JOHN DOE]
 Issue Age: [35]
 Insurance Class: [PREFERRED/NON-NICOTINE]
 Date of Issue: [JANUARY 1, 2011]
 Rider Effective Date: [JANUARY 1, 2011]

RIDERS COVERED BY THE POLICY PROTECTION RIDER

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

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

<u>TYPE OF CHARGE</u>	<u>POLICY YEARS</u>	<u>PERCENT OF PREMIUMS PAID</u>
Policy Protection Premium Tax Charge	ALL	[1.75%]

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

<u>TYPE OF CHARGE</u>	<u>POLICY YEARS</u>	<u>PERCENT OF PREMIUMS PAID</u>
Policy Protection Premium Charge	[1 2+]	[6.00% 4.00%]

POLICY PROTECTION RIDER (CONTINUED)

Rates and Charges for the Policy Protection Account

INTEREST CREDITS APPLIED TO THE POLICY PROTECTION ACCOUNT

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

CREDITED RATE BREAKPOINT RATIO

POLICY									
YEAR	RATE								
[1	1.00	18	1.00	35	1.00	52	1.00	69	1.00
2	1.00	19	1.00	36	1.00	53	1.00	70	1.00
3	1.00	20	1.00	37	1.00	54	1.00	71	1.00
4	1.00	21	1.00	38	1.00	55	1.00	72	1.00
5	1.00	22	1.00	39	1.00	56	1.00	73	1.00
6	1.00	23	1.00	40	1.00	57	1.00	74	1.00
7	1.00	24	1.00	41	1.00	58	1.00	75	1.00
8	1.00	25	1.00	42	1.00	59	1.00	76	1.00
9	1.00	26	1.00	43	1.00	60	1.00	77	1.00
10	1.00	27	1.00	44	1.00	61	1.00	78	1.00
11	1.00	28	1.00	45	1.00	62	1.00	79	1.00
12	1.00	29	1.00	46	1.00	63	1.00	80	1.00
13	1.00	30	1.00	47	1.00	64	1.00	81	1.00
14	1.00	31	1.00	48	1.00	65	1.00	82	1.00
15	1.00	32	1.00	49	1.00	66	1.00	83	1.00
16	1.00	33	1.00	50	1.00	67	1.00	84	1.00
17	1.00	34	1.00	51	1.00	68	1.00	85	1.00]

TIER 1 POLICY PROTECTION ACCOUNT CREDITED RATE (ANNUAL EFFECTIVE RATE)

POLICY YEAR	RATE
[ALL]	[4.50%]

TIER 2 POLICY PROTECTION ACCOUNT CREDITED RATE (ANNUAL EFFECTIVE RATE)

POLICY YEAR	RATE
[ALL]	[4.50%]

Rates and Charges for the Policy Protection Account (Continued)

DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT

	<u>POLICY YEARS</u>	<u>CHARGE OR PERCENT OF ACCOUNT</u>
Policy Protection Monthly Administrative Charge	ALL	\$10.00 PER MONTH
Policy Protection Monthly Per \$1,000 Charge Rate:	1-20	[0.0523] PER MONTH PER \$1,000 OF THE INITIAL FACE AMOUNT

POLICY PROTECTION RIDER (Continued)

Rates and Charges for the Policy Protection Account (Continued)

DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT (CONTINUED)

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

POLICY YEAR	RATE	POLICY YEAR	RATE	POLICY YEAR	RATE
[1	0.030917	30	0.837000	59	13.906800
2	0.037333	31	0.928200	60	14.943000
3	0.044917	32	1.020600	61	16.031400
4	0.052500	33	1.114200	62	17.027400
5	0.058917	34	1.215000	63	18.089400
6	0.066500	35	1.319400	64	19.222800
7	0.073500	36	1.446000	65	20.432400
8	0.080500	37	1.587600	66	21.726000
9	0.088667	38	1.773600	67	22.752600
10	0.098583	39	1.969800	68	23.846400
11	0.111417	40	2.176200	69	25.010400
12	0.126583	41	2.401800	70	26.248800
13	0.143500	42	2.647800	71	27.547800
14	0.160417	43	2.933400	72	28.929000
15	0.176167	44	3.267000	73	30.397200
16	0.191333	45	3.652200	74	31.957800
17	0.208250	46	4.072200	75	33.615600
18	0.227500	47	4.550400	76	35.375400
19	0.250250	48	5.048400	77	37.244400
20	0.275333	49	5.585400	78	39.228000
21	0.305955	50	6.180000	79	41.334600
22	0.340267	51	6.844200	80	43.569000
23	0.378298	52	7.580400	81	45.940200
24	0.417720	53	8.384400	82	48.455400
25	0.459133	54	9.246000	83	51.123000
26	0.529253	55	10.155000	84	53.953200
27	0.590240	56	11.103600	85	56.953200]
28	0.664687	57	11.995800		
29	0.748515	58	12.925800		

POLICY PROTECTION RIDER (Continued)

Rates and Charges for the Policy Protection Account (Continued)

DEDUCTIONS TAKEN FROM THE POLICY PROTECTION ACCOUNT (CONTINUED)

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

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

Deduction Amount Waiver Rider Monthly Rate:

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

Waiver of Specified Amount Disability Benefit Rider Rate:

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

[LifeAccess Accelerated Benefit Rider

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

Maximum LifeAccess Accelerated Benefit Rider Factor: 0.384086
 Maximum Cost of Insurance Rate: See Policy Protection Account Cost of Insurance Rate per \$1,000]

POLICY NUMBER: UL0000001

POLICY SPECIFICATIONS

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DEFINITIONS

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

Account Value: the total of all amounts in the Fixed Account, Plus Account and Loan Account.

Amount At Risk: on any Monthly Activity Date, the Amount At Risk equals the Death Benefit less the Account Value prior to assessing the Monthly Deduction Amount. On any other date, the Amount At Risk equals the Death Benefit less the Account Value.

Attained Age: the Insured's Issue Age plus the number of completed Policy Years.

Beneficiary: the person or entity named in Our records to receive the Death Benefit upon the death of the Insured.

Cash Surrender Value: Your Cash Value, less any Indebtedness.

Cash Value: Your Account Value, less any applicable Surrender Charges.

Close of Business: on any day, the close of the New York Stock Exchange, which is normally 4:00 p.m. Eastern time.

Closing Value: the value of an Index as of the Close of Business. If the Closing Value of an Index is not published on any day for which the value is needed because the New York Stock Exchange is not open on that day or for any other reason, the Closing Value for the next day for which the Closing Value is published will be used.

Company, We, Us, Our: the Company referred to on the first page of the Policy.

Date of Issue: the date shown in the Policy Specifications from which Suicide and Incontestability provisions are measured. The date may be different from the Policy Date.

Death Benefit: the amount used to calculate the Death Proceeds. On the Policy Date, the Death Benefit is determined by the Death Benefit Option You selected on Your application. Thereafter, it may change in accordance with the terms of the Death Benefit Option provision, the Minimum Death Benefit provision and any additional benefits provided by rider which may be attached to this Policy.

Death Benefit Option: the Death Benefit Option selected by You and in effect determines how the Death Benefit is calculated as described under the Death Benefit provision.

Death Proceeds: the amount which We will pay to the named Beneficiary(ies) on the death of the Insured as described under the Death Benefit provision.

Due Proof of Death: (a) a certified death certificate, an order of a court of competent jurisdiction, other lawful evidence providing equivalent information, or any other proof acceptable to Us; and (b) proof of the claimant's interest in the proceeds satisfactory to Us.

Face Amount: an amount We use to determine the Death Benefit. On the Policy Date, the Face Amount equals the Initial Face Amount shown in the Policy Specifications. Thereafter, it may change in accordance with the terms of the Increases and Decreases in Face Amount, Death Benefit Option Changes, and Withdrawals provisions.

Fixed Account: the portion of the Account Value that earns Fixed Account Interest.

In Good Order: We have everything that We need to properly process a request, financial transaction or other transaction. This may include proper completion of certain forms, valid instructions and authorization or other administrative requirements.

In Writing: in a written form satisfactory to Us.

**DEFINITIONS
(Continued)**

Indebtedness: all loans taken on the Policy plus any interest charged on loans minus any loan repayments.

Insured: the person whose life is insured under the Policy as shown in the Policy Specifications.

Internal Revenue Code: the Internal Revenue Code of 1986, as amended.

Issue Age: the Insured's age on his/her birthday nearest the Policy Date.

Loan Account: an account that is used to hold amounts set aside to serve as security for loans taken against the Policy.

Monthly Activity Date: the Policy Date and the same date in each succeeding month.

Monthly Deduction Amount: an amount deducted from Your Account Value on each Monthly Activity Date.

Net Premium: the amount of premium credited to the Fixed Account. It is the premium paid minus the Deductions from Premium Payments shown in the Policy Specifications.

Owner: the individual(s) or entity shown in the Policy Specifications unless later changed as set forth in the Change of Owner or Beneficiary provision.

Planned Premium: the amount that You intend to pay into the Policy. The initial Planned Premium is shown in the Policy Specifications.

Plus Account: the portion of the Account Value that earns Plus Account interest.

Policy Anniversary: an anniversary of the Policy Date.

Policy Date: the date shown in the Policy Specifications from which Policy Anniversaries and Policy Years are determined. This is the date on which Monthly Deductions begin.

Policy Years: years as measured from the Policy Date.

Segment Maturity Date: the end of a Segment Term.

Segment Start Date: the date a new Plus Account Segment ("Segment") is created as a result of a transfer of amounts from the Fixed Account or a re-allocation from maturing Segments. It is the same day as the Transfer Date. The Segment Term and Segment Maturity Date are measured from the Segment Start Date.

Segment Term: the period of time each Segment exists as shown in the Policy Specifications. A Segment Term begins on a Segment Start Date and ends on a Segment Maturity Date.

Surrender Charge: a charge that is assessed if You surrender the Policy for its Cash Surrender Value.

Transfer Date: the date amounts are moved to a Plus Account Segment as a result of: (a) a scheduled transfer from the Fixed Account, or (b) a re-allocation of the value of a maturing Segment on the Segment Maturity Date. It is the same day as the Segment Start Date.

Transfer Restriction Period: a 12-month period of time during which no transfers from the Fixed Account to the Plus Account are allowed. This period begins on the date any portion of a loan is deducted from the Plus Account. Any deduction from the Plus Account due solely to an increase in Indebtedness from interest charged on the loan will not trigger the start of a Transfer Restriction Period.

Withdrawal: a portion of the Account Value that We will pay to You upon Your request.

You, Your: the Owner of the Policy.

GENERAL

The Policy will become effective if and when:

- (a) it is delivered to the Owner and while the Insured is alive;
- (b) all answers in the application continue to be true and complete at the time of delivery;
- (c) We receive the initial premium payment while the Insured is alive; and
- (d) the initial premium payment is sufficient to cover the Monthly Deduction Amount as of the Policy Date.

DEATH BENEFIT

General

Subject to the terms of this Policy and while it is in force, We will pay the Death Proceeds to the Beneficiary(ies) upon Our receipt of Due Proof of Death of the Insured.

Death Proceeds

Death Proceeds equal the Death Benefit less Indebtedness and less any due and unpaid Monthly Deduction Amounts occurring during a Policy Grace Period. The Death Benefit is equal to the greater of the Death Benefit provided by the Death Benefit Option chosen and the Minimum Death Benefit.

Any Monthly Deduction Amounts taken after the date of the Insured's death and before We receive Due Proof of Death will be added to the Account Value for purposes of determining Death Proceeds. All amounts used in determining the Death Proceeds are calculated as of the date We receive Due Proof of Death.

We will pay interest on the Death Proceeds (including any premiums paid for any period beyond the end of the Policy month in which death occurred) of at least 2% per year (or higher, if required by the laws of the state in which this Policy is issued) from the date We receive Due Proof of Death of the Insured to the date payment is made or an Income Settlement Option is elected. If settlement is not made within 30 days of the date We receive Due Proof of Death of the Insured, We will pay interest on the Death Proceeds at the rate of 8% per year beginning on the 30th day following receipt of Due Proof of Death to the date payment is made or an Income Settlement Option is elected.

If the Insured dies after We receive a request In Writing from You to surrender the Policy, the Cash Surrender Value will be paid in lieu of the Death Proceeds.

Death Benefit Options

You have four Death Benefit Options available. Options A, B and C are available at issue. Option D is not available at issue, however, You may change from Option B to Option D as described under Death Benefit Option Changes.

1. Under Option A (Level Option), the Death Benefit is the current Face Amount.
2. Under Option B (Return of Account Value Option), the Death Benefit is the current Face Amount, plus the Account Value on the date We receive due proof of the Insured's death.
3. Under Option C (Return of Premium Option), the Death Benefit is the current Face Amount, plus the lesser of:
 - (a) the sum of the premiums paid; or
 - (b) the Death Benefit Option C Limit shown in the Policy Specifications.
4. Under Option D (Decreasing Option) the Death Benefit is the current Face Amount, plus the lesser of:
 - (a) the Account Value on the date We receive due proof of the Insured's death; or
 - (b) the Option Adjustment Amount. On the date You change Your Death Benefit from Option B (Return of Account Value) to Option D (Decreasing Option), the Option Adjustment Amount is the Account Value on the date of the change. Thereafter, the Option Adjustment Amount will be reduced by any Withdrawals. Refer to the Withdrawals provision for more information.

**DEATH BENEFIT
(Continued)**

Death Benefit Option Changes

You may change Your Death Benefit Option, subject to the conditions described here. You must notify Us In Writing or in a manner satisfactory to Us of the change. Such change will be effective on the Monthly Activity Date following the date We receive the request and the conditions are met.

The following changes are allowed with no evidence of insurability required, except as described under Option 4. below:

1. You may change from Option A (Level Option) to Option B (Return of Account Value Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change, decreased by the then current Account Value.
2. You may change from Option B (Return of Account Value Option) to Option D (Decreasing Option). If You do, the Face Amount will not change.
3. You may change from Option C (Return of Premium Option) to Option A (Level Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change.
4. You may change from Option B (Return of Account Value Option) to Option A (Level Option) provided evidence of insurability satisfactory to Us is provided by You. If You do, the Face Amount will become the Face Amount immediately prior to the option change increased by the Account Value on the date of the option change.

Only the Death Benefit Option changes described above may be made.

Minimum Death Benefit

For policies that meet the definition of life insurance under the Guideline Premium/Cash Value Corridor Test prescribed by the Internal Revenue Code, We will automatically increase the Death Benefit so that it will never be less than the Account Value multiplied by the Minimum Death Benefit Percentage for the then current Policy Year.

For policies that meet the definition of life insurance under the Cash Value Accumulation Test prescribed by the Internal Revenue Code, We will automatically increase the Death Benefit so that it will never be less than the Account Value minus the present value of charges for qualified additional benefit riders (as defined by the Internal Revenue Code), multiplied by the Minimum Death Benefit Percentage as shown in the Policy Specifications for the then current Policy Year.

To the extent this increase in the Death Benefit would result in an Amount At Risk that exceeds Our guidelines and limitations that may be in effect, We reserve the right to:

- (a) distribute to You a portion of the Cash Surrender Value sufficient to continue to qualify the Policy as life insurance and such that the Amount At Risk does not exceed Our guidelines and limitations in effect; or
- (b) require evidence of insurability satisfactory to Us.

The Minimum Death Benefit is determined by using the Account Value on the date We receive Due Proof of Death of the Insured. Any Monthly Deduction Amounts taken after the date of the Insured's death and before We receive Due Proof of Death will be added to the Account Value for purposes of determining Death Proceeds.

**INCREASES AND
DECREASES IN
FACE AMOUNT**

General

At any time after the first Policy Year and subject to the conditions described below, You may make a request In Writing or in a manner satisfactory to Us to change the Face Amount. The minimum amount by which the Face Amount can be increased or decreased is shown on Page 3. We reserve the right to limit You to one increase or decrease in any 12 month period.

**INCREASES AND
DECREASES IN
FACE AMOUNT
(Continued)**

Scheduled Increases In Face Amount

We will increase the Face Amount automatically on the dates and by the amounts shown in the Policy Specifications. These scheduled increases will continue until the earlier of (a) the date We receive Your request, In Writing or in a manner satisfactory to Us, to discontinue future scheduled increases, or (b) the date We receive Your request, In Writing or in a manner satisfactory to Us, to decrease the Face Amount of Your Policy. Decreases in the Face Amount as a result of a withdrawal or a Death Benefit Option Change will not affect Your future scheduled increases.

Unscheduled Increases In Face Amount

At any time after the first Policy Year and prior to the maximum age shown on Page 3, You may request In Writing, or in a manner satisfactory to Us, to increase the Face Amount. All unscheduled requests to increase the Face Amount must be applied for on a new application and will be subject to evidence of insurability satisfactory to Us. Any increase approved by Us will be effective on the Monthly Activity Date following our approval of such increase. Any unscheduled increase will be subject to additional Monthly Per \$1,000 Charges, additional Cost of Insurance Charges and additional Surrender Charges, all of which are based on the Attained Age of the Insured at the time of the increase. We will send You an endorsement describing these charges. Unscheduled increases will be subject to the Incontestability and Suicide provisions of the Policy.

Decreases In Face Amount

At any time after the first Policy Year, you may request In Writing, or in a manner satisfactory to Us, to decrease the Face Amount. The minimum amount by which the Face Amount can be decreased is shown on Page 3. Any decrease will be effective on the Monthly Activity Date following the date We receive Your request. The remaining Face Amount must not be less than the amount shown on Page 3. If there have been any Face Amount increases, decreases will be applied to the most recent increase first then to the next most recent increase until the decrease has been fully applied.

PREMIUMS

General

The Initial Premium Payment must be received by Us prior to or upon delivery of the Policy and such payment must be sufficient to cover the Monthly Deduction Amount as of the Policy Date. The actual amount and frequency of payments will affect Your Account Value and could affect the amount and duration of insurance provided by the Policy.

After the first premium has been paid, subsequent premiums can be paid at any time and in any amount, subject to the following limitations:

- (a) The minimum premium that We will accept for quarterly, semi-annual, and annual premium payments is the greater of (a) \$50; or (b) the amount required to keep the Policy in force.
- (b) For monthly, pre-authorized payments made by bank draft, the minimum premium that We will accept is the greater of (a) \$25; or (b) the amount required to keep the Policy in force.
- (c) If premiums are received which would cause the Policy to fail to meet the definition of a life insurance contract in accordance with the Internal Revenue Code, We may refund the excess premium payments, unless such premium is necessary to maintain the Policy. Such refunds and interest thereon will be made within 60 days after the end of a Policy Year.
- (d) We may require evidence of insurability any time a premium payment results in an increase in the Death Benefit greater than the amount of the premium.
- (e) We may not allow subsequent payments in excess of \$1 million on a uniform and non-discriminatory basis when financial market conditions do not support the guarantees in the Policy.

**PREMIUMS
(Continued)**

Allocation of Net Premium and Loan Repayments

At the time of Your application for this Policy, You may choose to direct all Net Premium and loan repayments to the Fixed Account or the Plus Account. If the Fixed Account is selected, Net Premium and loan repayments received by Us are allocated to the Fixed Account and remain in the Fixed Account. If the Plus Account is selected, Net Premium and loan repayments received by Us are allocated first to the Fixed Account. Then, the portion of Account Value in the Fixed Account attributable to Net Premium and loan repayments received by Us during a given month will be transferred from the Fixed Account to the Plus Account on the next available Transfer Date following the end of that month. If no Account is selected, the Fixed Account will serve as the default choice, until We receive further instructions from You as described under the Account Option Changes provision of the Policy.

How To Make Premium Payments

Payments must be made payable to the Company shown on the first page of the Policy and sent to Us at the address shown on the premium notice. The premium will be applied on the date We receive the premium In Good Order at the address shown on the premium notice. We will apply any amount received under the Policy as a premium unless it is clearly marked otherwise.

Premium Reminder Notice

If Your premium payment frequency is annual, semi-annual or quarterly, We will send You a premium reminder notice for the amount of the Planned Premium. The Initial Planned Premium and payment frequency You selected are shown in the Policy Specifications. You may change the amount of Your Planned Premium subject to Our premium limitations.

**ACCOUNT VALUE
CASH VALUE, AND
CASH SURRENDER
VALUE**

Account Value

The Account Value is equal to the total of all amounts in the Fixed Account, Plus Account and Loan Account.

Fixed Account Value

The value in the Fixed Account on the Policy Date equals the initial Net Premium less the Monthly Deduction Amount for the first Policy month. On any other day, the value in the Fixed Account equals:

- (a) the Net Premiums allocated to it; plus
- (b) interest credited to it; plus
- (c) any amounts transferred to it from the Loan Account as a result of loan repayments; plus
- (d) any amounts transferred to it from a maturing Plus Account Segment; minus
- (e) Monthly Deductions and Withdrawals taken from it; minus
- (f) any amounts transferred from it to the Loan Account as a result of loans taken or interest charged on Indebtedness which exceeds interest credited to the Loan Account; minus
- (g) any amounts transferred from it to the Plus Account.

Fixed Account Interest

Interest will be credited daily to amounts in the Fixed Account at a rate based on an annual effective rate at least equal to the Minimum Fixed Account Value Interest Rate shown in the Policy Specifications. In addition, We may credit interest at rates greater than the Minimum Fixed Account Value Interest Rate. Any interest rate greater than the Minimum Fixed Account Value Interest Rate will be determined, in part, based on the original receipt date of premiums and loan repayments. Interest credited is nonforfeitable after crediting except indirectly due to surrender charges.

**ACCOUNT VALUE,
CASH VALUE, AND
CASH SURRENDER
VALUE (Continued)**

Plus Account Value

The value of the Plus Account equals the sum of the values in all Plus Account Segments ("Segment"). The value of a Segment effective on the Segment Start Date equals the amount transferred to the Segment from the Fixed Account or re-allocated to it from a maturing Segment on that Segment's maturity date.

On any other day, the value in a Segment equals:

- (a) the value in the Segment on the Segment Start Date; plus
- (b) Basic Interest credited to it ; minus
- (c) Monthly Deductions and Withdrawals taken from it since the Segment Start Date; minus
- (d) any amounts transferred from it to the Loan Account as a result of loans taken or interest charged on Indebtedness which exceeds interest credited to the Loan Account since the Segment Start Date; plus
- (e) any Index-linked Interest credited to it on the Segment Maturity Date.

Values in the Plus Account will vary over time based, in part, on the change in value of an external index.

Plus Account Segments

The Plus Account may contain one or more Segments. A new Segment is created on a Transfer Date, which is the same day as the Segment Start Date. This is the date amounts are moved to the Segment as a result of: (a) a scheduled transfer from the Fixed Account, or (b) a re-allocation of the value of a maturing Segment on that Segment's maturity date.

Segment Term and Segment Maturity Date

The Segment Term and Segment Maturity Date are measured from the Segment Start Date. A Segment will continue until the end of the Segment Term, which is the Segment Maturity Date. On that date, the Segment's maturity value as of the Close of Business on that date will be re-allocated to either the Fixed Account or the Plus Account based on Your most recent instructions for allocation of Net Premium and loan repayments on file with Us and in effect. If the value of the maturing Segment is re-allocated to the Plus Account, a new Segment will be created at that time.

Plus Account Interest

Amounts in the Plus Account will be credited with interest equal to the sum of Basic Interest plus Index-linked Interest, determined as follows:

Basic Interest – Basic Interest will be credited daily to a Segment during the Segment Term. The rate will be the daily equivalent of: the annual rate that would be credited if these amounts had always been in the Fixed Account less the Basic Interest Rate Adjustment Percentage shown in the Policy Specifications.

Index-linked Interest – Index-linked Interest equal to the Index-linked Interest Rate multiplied by the Average Segment Value will be credited to a Plus Account Segment on that Segment's maturity date, provided the Policy is in force on that date. No Index-linked Interest will be credited as a result of Policy termination occurring prior to the end of a Segment Term. Interest credited is nonforfeitable after crediting except indirectly due to surrender charges.

Index-linked Interest Rate - is equal to the lesser of $\{(A \times B) \text{ and } C\}$, such result being not less than zero, where:

A = the Index Growth Rate

B = the Index Participation Rate

C = the Index-linked Interest Rate Cap

Index Growth Rate - is the percentage change in the value of the Index over the Segment Term. It is equal to $(B - A) / A$, where:

A = the Closing Value of the Index on a Segment Start Date; and

B = the Closing Value of the Index on a Segment Maturity Date.

**ACCOUNT VALUE,
CASH VALUE, AND
CASH SURRENDER
VALUE (Continued)**

Index Participation Rate - is the percentage applied to the Index Growth Rate in determining the Index-linked Interest Rate as shown in the Policy Specifications.

Index-linked Interest Rate Cap – is the maximum possible value for the Index-linked Interest Rate. We will set the Index-linked Interest Rate Cap for a new Segment on the Segment Start Date, subject to the Guaranteed Minimum Index-linked Interest Rate Cap shown in the Policy Specifications. Once the Index-linked Interest Rate Cap is set by Us, it will not change during the Segment Term. Index-linked Interest Rate Caps will be determined based on our future anticipated experience.

Average Segment Value - is the average daily Segment value during the Segment Term for a Segment, excluding Basic Interest credited to a Segment during the Segment Term.

Transfer Dates

The Transfer Date is shown in the Policy Specifications. We may change the Transfer Date to any day in the calendar month and We may change the frequency of transfers and re-allocations, but there will never be less than one Transfer Date per calendar quarter. We will notify You in advance of any such changes in the Transfer Date or frequency of transfers or re-allocations.

Discontinuance Of, or Substantial Change To, The Index

If the Index used in the calculation of the Index-linked Interest is discontinued or if We are unable to utilize the Index or if the calculation of the Index is changed substantially, We may substitute a comparable Index subject to regulatory approval. Before a substitute index is used, We will notify You and any assignee of the substitution.

Discontinuance Of The Plus Account By Us

We may close the Plus Account if We determine in Our sole discretion that this Policy may be subject to registration under the Securities Act of 1933. If this happens, no new transfers to the Plus Account will be allowed and amounts maturing on Segment Maturity Dates will be moved by Us to the Fixed Account until no value remains in the Plus Account. We will notify You in advance if this occurs.

Loan Account

The Loan Account is an account that is used to hold amounts set aside to serve as security for loans taken against the Policy.

Loan Account Value

On any day, the value in the Loan Account equals:

- (a) any amounts transferred to it as a result of loans taken; plus
- (b) interest credited to it; plus
- (c) any amounts transferred to it as a result of interest charged on Indebtedness which exceeds interest credited to the Loan Account; minus
- (d) any amounts transferred from it to the Fixed Account as a result of loan repayments.

Deductions from Account Value

Amounts deducted from the Account Value or transferred to the Loan Account will be taken first from the Fixed Account, then from the Plus Account if there are insufficient funds in the Fixed Account to satisfy the required deduction. Amounts deducted from the Plus Account will be deducted from the most recently opened Segment first, then from the next most recently opened Segment, and will continue in that order until the amount required to satisfy the deduction has been met. Such deductions include amounts necessary to satisfy Monthly Deductions, Withdrawal or loan requests, deductions due to an increase in Indebtedness from interest charged on the loan and any other adjustments to the Account Value as a result of the exercise of any additional benefits provided by rider.

**ACCOUNT VALUE,
CASH VALUE, AND
Cash surrender value
(Continued)**

Cash Value

Your Cash Value is equal to the Account Value less any applicable Surrender Charges.

Basis of Values

The Cash Values provided by the Policy are not less than the minimum values and benefits required by the insurance laws of the state in which the Policy is delivered or issued for delivery. A detailed statement of the method of computation of Cash Values has been filed, as required, with the insurance department of the state in which the Policy is delivered or issued for delivery.

Cash Surrender Value

Your Cash Surrender Value is equal to Your Cash Value minus the Indebtedness, if any.

**MONTHLY
DEDUCTION
AMOUNT**

General

On each Monthly Activity Date, We will deduct an amount from Your Account Value to pay Us for providing the benefits of the Policy. This amount is called the Monthly Deduction Amount.

On each Policy Anniversary We will determine the rates used to calculate the Monthly Deduction Amount for that Policy Year. These rates will not exceed the maximum rates shown in the Policy Specifications. Actual rates will be determined based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. Any change we make will be on a uniform basis for Insureds of the same Issue Age, Sex (if applicable), Insurance Class, Initial Face Amount, net Amount At Risk, Death Benefit Option, and the length of time coverage has been in-force.

Determining the Total Monthly Deduction Amount

The Monthly Deduction Amount equals:

- (a) the Cost of Insurance Charge; plus
- (b) the Monthly Administrative Charge; plus
- (c) the Monthly Per \$1,000 Charge; plus
- (d) the charges for additional benefits provided by rider, if any.

Cost of Insurance

The Cost of Insurance for any Monthly Activity Date is equal to:

- (a) the Cost of Insurance Rate per \$1,000; multiplied by
- (b) the Amount At Risk; divided by
- (c) \$1,000.

On any Monthly Activity Date, the Amount At Risk equals the Death Benefit less the Account Value on that date prior to assessing the Monthly Deduction Amount. If there have been any Face Amount increases, the Amount At Risk will be applied to the most recent increase first then to the next most recent increase until the Amount At Risk has been fully applied.

Monthly Administrative Charge

The Monthly Administrative Charge will not exceed the amount(s) shown in the Policy Specifications.

Monthly Per \$1,000 Charge

The Monthly Per \$1,000 Charge is equal to:

- (a) the Monthly Per \$1,000 Charge Rate shown in the Policy Specifications; multiplied by
- (b) the Initial Face Amount; divided by
- (c) \$1,000.

**ACCOUNT OPTION
CHANGES**

Changing Your Allocation Instructions from the Fixed Account to the Plus Account
Subject to the Transfer Restriction provision below, You may request In Writing, or in a manner satisfactory to Us, to change Your allocation instructions from the Fixed Account to the Plus Account. In this event, all amounts in the Fixed Account will be automatically transferred to the Plus Account on the next available Transfer Date following the month in which Your request to change to the Plus Account is received by Us In Good Order. All future Net Premium and loan repayments received by Us will be allocated first to the Fixed Account. Then, the portion of Account Value in the Fixed Account attributable to Net Premium and loan repayments received by Us during a given month will be transferred to the Plus Account on the next available Transfer Date following the end of that month. The maturity value of all existing Segments will be automatically re-allocated to the Plus Account at each Segment maturity.

Changing Your Allocation Instructions from the Plus Account to the Fixed Account
You may request In Writing, or in a manner satisfactory to Us, to change Your allocation instructions from the Plus Account to the Fixed Account. In this event, all future Net Premium and loan repayments received by Us will be allocated to the Fixed Account and remain there. The maturity value of all existing Segments will be automatically re-allocated to the Fixed Account at each Segment maturity.

**TRANSFER
RESTRICTION**

No transfers are allowed from the Fixed Account to the Plus Account when the Policy is in a Transfer Restriction Period. Net Premiums and loan repayments received by Us during a Transfer Restriction Period will remain in the Fixed Account until the end of the Transfer Restriction Period. Upon expiry of the Transfer Restriction Period, if the Plus Account is your current Account allocation on file with Us, amounts in the Fixed Account will be transferred to the Plus Account on the next available Transfer Date following the end of the month in which the Transfer Restriction Period ends.

**INSURANCE CLASS
CHANGES**

General
Based on Our administrative rules in effect and upon providing satisfactory evidence to Us, You may request to change the insurance class to a more favorable class. Only future cost of insurance rates will be based on the more favorable class and all other contract terms and provisions will remain as established at issue. No change in insurance class or cost will occur on account of deterioration of the Insured's health. Any decrease in cost of insurance rates resulting from a request to change the insurance class and for which evidence of insurability was obtained cannot be revoked after the change in insurance class has been in force, during the Insured's lifetime, for two years from the effective date of the change.

Revocation will occur if the evidence of insurability contained inaccurate information which, had We known it was inaccurate at the time of the class change, would have caused Us to not approve the change.

If We revoke an insurance class change, Your Account Value will be reduced. The amount of the reduction will equal the additional Cost of Insurance Charges that would have been deducted from Your Account Value, based on the original insurance class, from the time of the change until the time of the revocation. If the Insured dies during such period, the Death Benefit will be reduced by the additional Cost of Insurance Charges.

**POLICY DEFAULT
AND GRACE PERIOD**

Policy Default
During the first five Policy Years, the Policy will go into default on any Monthly Activity Date when the Cash Value less Indebtedness is not sufficient to cover the Monthly Deduction amount and the benefit provided by the Policy Protection Rider that is attached to Your Policy is not available.

Beginning in the sixth Policy Year and thereafter, the Policy will go into default on any Monthly Activity Date when:

- (a) the Account Value is not sufficient to cover the Monthly Deduction amount and the benefit provided by the Policy Protection Rider that is attached to Your Policy is not available; or
- (b) the Indebtedness equals or exceeds the Cash Value.

**POLICY DEFAULT
AND GRACE PERIOD
(continued)**

Policy Grace Period

We will keep the Policy in force for the 61 day period following the date Your Policy goes into default. We call that period the Policy Grace Period. If the Policy goes into default, We will send You a notice warning You that the Policy is in danger of terminating at least 30 days prior to termination of coverage. The notice will be mailed to You and any assignee of record at the last known address(es) and will tell You the minimum payment required to keep the Policy from terminating and the date such payment must be received by Us. The minimum payment will equal:

If there is no Indebtedness:

- (1) During the first five Policy Years, an amount that results in the lesser of (i) a Cash Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default; or (ii) the amount required to restore the availability of the benefit provided by the Policy Protection Rider; or
- (2) During the sixth Policy Year and thereafter, an amount that results in the lesser of (i) an Account Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default; or (ii) the amount required to restore the availability of the benefit provided by the Policy Protection Rider.

If there is Indebtedness, an amount that results in a Cash Surrender Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default.

If We have not received the required payment specified in the notice by the end of the Policy Grace Period, the Policy will terminate. If the Insured dies during the Policy Grace Period, We will pay the Death Proceeds.

REINSTATEMENT

General

Unless the Policy has been surrendered for its Cash Surrender Value, the Policy may be reinstated provided:

- (a) You make Your request In Writing within three years from the Termination Date;
- (b) satisfactory evidence of insurability is submitted;
- (c) the Insured is alive on the date of Reinstatement;
- (d) any Indebtedness at the time of termination must be repaid or carried over to the reinstated Policy; and
- (e) You pay premium equal to or greater than the sum of:
 1. an amount necessary to cover all Monthly Deduction Amounts that are due and unpaid during the Policy Grace Period. You will be charged only for the time period You had coverage under the Policy; and
 2. an amount necessary to keep the Policy in force for three months after the date of reinstatement.

Any reinstated coverage will be effective on the Monthly Activity Date following the date all of the following conditions are satisfied:

- (a) all premiums and charges have been paid to and accepted by Us;
- (b) the requested reinstatement has been approved by Us; and
- (c) statements on the reinstatement request or on any other application submitted as part of the reinstatement request are correct at the time of such payments and approval.

The Account Value on the reinstatement date will equal:

- (a) Net Premiums attributable to premiums paid at the time of reinstatement; minus
- (b) the Monthly Deduction Amounts that were due and unpaid during the policy grace period; plus
- (c) any Indebtedness carried over to the reinstated Policy; plus
- (d) the Surrender Charges at the time of reinstatement if the Policy is reinstated during the first five Policy Years.

The Surrender Charges for the reinstated Policy will be based on the duration from the original Policy Date as though the Policy had never lapsed.

POLICY LOANS

General

At any time while the Policy is in force and the Policy has a Cash Surrender Value, You may obtain a loan from Us. We will hold the Policy as sole security for repayment of any such loans taken. We may defer granting a loan, for the period permitted by law but not more than six months, unless the loan is to be used to pay premiums on any policies You have with Us.

Loan Amounts

Any new loan taken may not exceed the Cash Surrender Value on the date We grant a loan. The minimum loan amount that We will allow is \$500. Before advancing the loan amount, We may withhold an amount sufficient to pay interest on total Indebtedness to the end of the Policy Year and any Monthly Deduction Amounts due on or before the next Policy Anniversary.

Loan Account

When You take a loan, a portion of the Account Value, equal to the amount of the loan, is transferred into the Loan Account as security for the loan. Amounts in the Loan Account will be credited with interest as described below. Any amounts deducted from the Plus Account to satisfy the loan will trigger a Transfer Restriction Period.

Indebtedness

Indebtedness is money that is owed to Us as a result of outstanding loan(s) we have granted using the Policy as sole security and equals:

- (a) all outstanding loans taken;
- (b) any interest charged to Indebtedness; minus
- (c) any loan repayments.

Indebtedness will reduce the Death Proceeds payable and the surrender value of the Policy.

Interest Charged To Indebtedness

Any Indebtedness will be charged with interest at a rate equal to the Policy loan interest rate determined by Us. We will set this rate annually at the beginning of each calendar year and it will be in effect from the Policy Anniversary in that calendar year until the next Policy Anniversary in the following calendar year.

The maximum variable Policy loan interest rate that We will charge will never exceed the greater of:

- (a) the Minimum Fixed Account Value Interest Rate shown in the Policy Specifications plus 1% annually; and
- (b) the Monthly Average of the Composite Yield on Seasoned Corporate Bonds as published by Moody's Investors Service, Inc. for the calendar month ending two months prior to the beginning of the calendar year. If this average is no longer published, a substitute allowed by the Insurance Commissioner of the state where the Policy was issued and delivered will be used.

We may increase the Policy loan interest rate only when the maximum variable loan interest rate as determined in (a) and (b) above is at least $\frac{1}{2}\%$ higher than the Policy loan interest rate in effect for the prior calendar year. We will reduce the Policy loan interest rate when the maximum variable loan interest rate as determined in (a) and (b) above is at least $\frac{1}{2}\%$ lower than the Policy loan interest rate in effect for the prior calendar year.

Interest charged to Indebtedness will accrue daily. Any interest accrued will be added to Indebtedness and will be charged the same Policy loan interest rate.

We will notify You of the Policy loan interest rate for the Policy at the time a Policy loan is requested. If there is any Indebtedness on the Policy, We will notify You of any change in the Policy loan interest rate. However, such rate will never exceed the maximum variable rate required by the insurance laws of the state where the Policy is issued or issued for delivery.

**POLICY LOANS
(Continued)**

Interest Credited to Loan Account

The table below shows the minimum interest rates We will credit to the Loan Account:

During Policy Years	Minimum Interest Rate credited equals Interest Rate Charged on Indebtedness minus :
1-10	1.00%
11 and later	0.25%

Because the interest charged on Indebtedness may exceed the rate credited to amounts in the Loan Account, the Indebtedness may grow faster than the Loan Account value. If this happens, any difference between the value of the Loan Account and the Indebtedness will be transferred on each Monthly Activity Date to the Loan Account. Any such amounts deducted from the Plus Account will not trigger a Transfer Restriction Period.

Loan Repayments

All or part of a loan may be repaid at any time while the Policy is in force and the Insured is alive. However, each repayment must be at least \$50 or the amount of outstanding Indebtedness. Such repayments must be clearly identified In Writing as a loan repayment.

Termination Due to Excessive Indebtedness

The Policy will go into default on any Monthly Activity Date on which the Indebtedness equals or exceeds the Cash Value. Refer to the Policy Default and Grace Period section for more information.

WITHDRAWALS

General

You may request a withdrawal In Writing after the first Policy Anniversary. Upon such withdrawal, the Account Value will be reduced by an amount equal to the withdrawal. The amount available for withdrawal is the Cash Surrender Value, less \$1,000. The minimum withdrawal allowed is \$500. A charge of up to \$10 may be assessed for each withdrawal. One withdrawal per calendar month is allowed.

If the Death Benefit Option then in effect is Option A (Level Option) or Option C (Return of Premium Option), the Face Amount will be reduced by the amount equal to the reduction in the Account Value resulting from the withdrawal.

If the Death Benefit Option then in effect is Option B (Return of Account Value Option), the Face Amount will not be reduced.

If the Death Benefit Option then in effect is Option D (Decreasing Option), the withdrawal will result in a reduction in the Option Adjustment Amount, but the Option Adjustment Amount will not be allowed to become negative. If the Option Adjustment Amount becomes zero, any remaining and/or additional withdrawal amounts will result in a reduction in the Face Amount.

SURRENDERS

General

While the Policy is in force, You may surrender the Policy to Us. The Policy, and additional benefits provided by rider, are then cancelled as of the day We receive Your request In Writing or the date You request the surrender, whichever is later. We will then pay You the Cash Surrender Value as of that date. If a surrender request is received on a Segment Maturity Date, We will credit any Index-linked Interest due on that date prior to processing the surrender.

**PAYMENTS
BY US**

Deferral of Payments

We may defer payment of any Cash Surrender Values, Withdrawals and loan amounts, for up to six months from the date of the request, except for any loan made to pay premiums to Us. If We defer payment for more than 30 days, We will pay interest at the Minimum Fixed Account Value Interest Rate on the amount deferred.

THE CONTRACT

Entire Contract

The Policy, the attached copy of the initial application, any applications for reinstatement, all subsequent applications attached to or endorsed upon the Policy, and any endorsements, amendments or riders, are the entire contract. The contract is made in consideration of the application and the payment of the initial premium. We will not use any statement to cancel the Policy or to defend a claim under it, unless that statement is contained in an attached written application. All statements in the application will, in the absence of fraud (as determined by a court of competent jurisdiction), be deemed representations and not warranties.

Contract Modification

The only way this contract may be modified is by a written agreement signed by Our President, or one of Our Vice Presidents, Secretaries or Assistant Secretaries.

Tax Status

The Policy is intended to qualify as a life insurance contract for federal tax purposes and the Death Benefit under the Policy is intended to qualify for the federal income tax exclusion. The provisions of the Policy, including any rider or endorsement, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary.

Non-Participation

The Policy is non-participating. It does not share in Our surplus earnings, so You will receive no Policy dividends under it.

Misstatement of Age and/or Sex

If, on the date of death of the Insured, the Issue Age of the Insured or the Sex of the Insured (if applicable) is incorrectly stated, the Death Benefit will be that amount which would have been purchased at the correct age and/or sex in consideration of the most recent mortality charge by adjusting the net Amount At Risk by the ratio of the incorrect cost of insurance rate to the correct cost of insurance rate.

Suicide

If, within two years from the Date of Issue, the Insured dies by suicide, while sane or insane, Our liability will be limited to the premiums paid less Indebtedness and less any Withdrawals.

If, within two years from the effective date of any increase in the Face Amount for which evidence of insurability was obtained, the Insured dies by suicide, while sane or insane, Our liability with respect to such increase will be limited to the cost of insurance charges for the increase.

Incontestability

We will not contest the validity of this Policy, except for nonpayment of premium, after it has been in force during the Insured's lifetime for two years from the Date of Issue. This provision does not apply to any rider providing accidental death or disability benefits.

For any increase in coverage after the Date of Issue or any reinstatement, we will not contest the validity of such increase or reinstatement after such increase or reinstatement has been in force during the Insured's lifetime for two years from the effective date of the increase or reinstatement. However, such a contest shall be limited to material misrepresentations in the evidence of insurability provided to Us in the application for increase or reinstatement.

Annual Report

We will send You a report at least once each Policy Year without charge showing:

- (a) the beginning and end of the current report period;
- (b) the Account Value, Cash Surrender Value and Face Amount at the end of the current report period;
- (c) the premiums paid, Monthly Deduction Amounts, loans and Withdrawals since the last report;
- (d) the current Death Benefit at the end of the current report period on the life of each insured covered under the Policy;
- (e) the interest credited during the current report period;
- (f) the amount of any Indebtedness at the end of the current report period; and
- (g) notifications required by the provisions of the Policy.
- (h) any other information required by federal law or the insurance department of the state where the Policy was delivered or issued for delivery.

Projection of Benefits and Values

We will send You an illustrative report at least once each Policy Year without charge at Your request. We may require a reasonable fee not to exceed \$25.00 for each subsequent report We send at Your request after the first report per year is provided at no cost.

**OWNERSHIP AND
BENEFICIARY****Change of Owner or Beneficiary**

The Owner and Beneficiary will be those named in the application until You change them. To change the Owner or Beneficiary(ies), notify Us In Writing while the Insured is alive. For changes to a designation of an irrevocable Beneficiary, We will also require the consent of the named irrevocable Beneficiary, if living. After We receive written notice, the change will be effective as of the date You signed such notice, whether or not the Insured is living when We receive it. However, the change will be subject to any payment We made or actions We may have taken before We received the request.

Death of Beneficiary

If any named Beneficiary dies before the Insured, that person's interest in this Policy ends, unless such Beneficiary has been named as an irrevocable Beneficiary. If a named Beneficiary dies at the same time as the Insured, or within fifteen days after the Insured's death, that person's interest ends as though the Beneficiary died before the Insured. Unless Your Beneficiary designation states otherwise, the Death Benefit will be paid as follows:

- (a) to the primary Beneficiary(ies) who survive(s) the Insured, or if there are none;
- (b) to the contingent Beneficiary(ies) who survive the Insured;
- (c) if no Beneficiary survives the Insured, we will pay the Death Proceeds to You, if You are living, otherwise, We will pay the proceeds to Your estate;
- (d) if multiple Beneficiaries are named to share the Death Proceeds equally, We will pay the Death Proceeds to the survivor(s) in equal shares;
- (e) if multiple Beneficiaries are named to receive unequal shares of the Death Proceeds, We will pay the Death Proceeds to the survivors on a pro rata basis and if there is only one surviving multiple Beneficiary, We pay all of the proceeds to that Beneficiary.

Assignment

You may assign the Policy by notifying Us In Writing. Unless otherwise specified by You, assignments will take effect on the date the notice of assignment is signed by You, subject to any payments made or actions taken by Us prior to receipt of the notice. Until You notify Us In Writing, no assignment will be effective against Us. We are not responsible for the validity of any assignment.

Owner's Rights

While the Insured is alive and no Beneficiary is irrevocably named, You may:

- (a) exercise all the rights and options that the Policy provides or that We permit;
- (b) assign the Policy; and
- (c) agree with Us to any change to the Policy.

TERMINATION

Termination

The Policy will terminate upon the earliest of the following events:

- (a) the surrender of the Policy; or
- (b) the end of the Policy Grace Period when premiums sufficient to keep the Policy from terminating are not paid; or
- (c) the date the Insured dies.

CONTINUATION BEYOND THE INSURED'S ATTAINED AGE 120

General

On the Policy Anniversary on or following the date on which the Insured has attained age 120, the following will occur:

- (a) the Death Benefit Option will be changed to Option A (Level Option) with no evidence of insurability being required;
- (b) the Face Amount will be set equal to the Death Benefit;
- (c) no future Monthly Deduction Amounts will be deducted from Your Account Value;
- (d) the Account Value will continue to be valued as described in the Account Value, Cash Value and Cash Surrender Value provision;
- (e) any loans that are in effect will continue to accrue interest and become part of any Indebtedness;
- (f) loan repayments may be made;
- (g) no new loans or Withdrawals can be requested; and
- (h) no further premiums will be accepted, except for amounts required to keep the Policy in force under the Grace period.

The provision above will in no way modify the Termination provision of any rider(s) attached to this Policy. Please be aware the Policy may terminate due to excessive Indebtedness.

This policy may not qualify as life insurance under federal tax law after the Insured has attained age 100 and may be subject to adverse tax consequences. Your tax advisor should be consulted before You choose to continue the policy beyond age 100.

PAYMENT OF DEATH PROCEEDS

Generally

The Death Proceeds of this Policy will be paid in one lump sum unless You or the Beneficiary elect one of the Income Settlement Options described below. If the Death Proceeds are paid in one lump sum and the payment is \$10,000 or greater, the Death Proceeds may be held in Our General Account and we may establish an interest-bearing draft account ("Safe Haven Account") in the name of the Beneficiary. The Beneficiary may then write drafts as desired, subject to Our rules then in effect regarding minimum draft amounts and balances. We do reserve the right to discontinue offering the Safe Haven Account at anytime and in such event, any remaining balance in the Safe Haven Account will be paid to the Beneficiary in one sum.

INCOME SETTLEMENT OPTIONS

Availability

All or parts of the proceeds of this Policy may, instead of being paid in one sum, be left with Us under any one or a combination of the following options, subject to Our minimum amount requirements on the date of election. If any payee is a corporation, partnership, association, assignee, or fiduciary, an option may be chosen only with Our consent.

Annuity benefits payable under this provision at the time of their commencement will not be less than those that would be provided by the application of the cash surrender value to purchase a single consideration immediate annuity contract at purchase rates offered by Us at the time to the same class of annuitants whether the annuity benefits are payable in fixed or variable amounts or both.

**INCOME
SETTLEMENT
OPTIONS)
(Continued**

Death of Payee

If the payee dies while receiving payments under one of the options below, We will pay the following:

- (a) any principal and accrued interest remaining unpaid under Option 1 or 2.
- (b) the present value of remaining unpaid payments, if any, under Option 3. The interest rate used to determine the present value of payments will be the interest rate used to determine the amount of each certain payment.

Any such amount will be paid in one sum to the payee's estate.

Option 1 - Interest Income: Payments of interest at the rate We declare, but not less than 2% per year, on the amount left under this option.

Option 2 - Income of Fixed Amount: Equal payments of the amount chosen until the amount left under this option, with interest of not less than 2% per year, is exhausted. The final payment will be for the balance only.

Option 3 - Income for Fixed Period: Payments, determined from the table below, are guaranteed for the number of years chosen and based on interest of not less than 2% per year. The first payment will be due on the date proceeds are applied under this option.

Number of Years	Monthly Payments per \$1,000 of Proceeds	Number of Years	Monthly Payments per \$1,000 of Proceeds
1	\$84.09	8	\$11.25
2	42.46	9	10.10
3	28.59	10	9.18
4	21.65	15	6.42
5	17.49	20	5.04
6	14.72	25	4.22
7	12.74	30	3.68

To convert the monthly payments shown in the table for Option 3 to quarterly, semi-annual or annual payments, multiply by the following factors:

PAYMENT INTERVAL	FACTOR
Quarterly	2.99
Semi-annual	5.96
Annual	11.84

Other Options - Other options may be arranged with Our consent at interest rates determined by Us.

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
Hartford, Connecticut 06104-2999
(A stock insurance company)
(the "Company")

For more information or assistance regarding Your Policy, You may contact Us at the following address:

Individual Life Operations
[P.O. Box 64582
St. Paul, Minnesota 55164-0582]
Telephone Number: [1-800-243-5433]
Email Address: [Lifeservice@hartfordlife.com]

Adjustable Death Benefit
Death Proceeds Payable at Death of the Insured
Cash Surrender Value Payable upon Surrender
Premiums Payable as shown on Page 3
Optional Index-Linked Interest Crediting Feature

Non-Participating

Values provided under the Policy may increase or decrease due to changes in interest credited to the Fixed Account and/or the Plus Account, Policy Charges and Cost of Insurance Rates. While the Policy values may be affected by an external index, the Policy does not participate in any stock or equity investments.



**FLEXIBLE PREMIUM
ADJUSTABLE LIFE INSURANCE POLICY
WITH AN OPTIONAL INDEX-LINKED INTEREST CREDITING FEATURE**