

<i>SERFF Tracking Number:</i>	<i>TPCI-127932700</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>PHL Variable Insurance Company</i>	<i>State Tracking Number:</i>	<i>50577</i>
<i>Company Tracking Number:</i>	<i>11GMDB-A.1</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.004 Modified Single Premium</i>
<i>Product Name:</i>	<i>11GMDB-A.1</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: PHL Variable Insurance Company

Product Name: 11GMDB-A.1

TOI: A02I Individual Annuities- Deferred Non-Variable

Sub-TOI: A02I.004 Modified Single Premium

Filing Type: Form

SERFF Tr Num: TPCI-127932700 State: Arkansas

SERFF Status: Closed-Approved-Closed State Tr Num: 50577

Co Tr Num: 11GMDB-A.1

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Scott Zweig, Joseph

Disposition Date: 01/04/2012

Bonfitto, Barbara Slater, Jeanie

Gagnon, Elizabeth Stevens, Noreen

O'Connell, Colleen Lyons, Marlene

Burghardt

Date Submitted: 12/28/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 12/27/2011

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: 01/04/2012

State Status Changed: 01/04/2012

Deemer Date:

Created By: Elizabeth Stevens

Submitted By: Scott Zweig

Corresponding Filing Tracking Number:

Filing Description:

For Approval Purposes

Form 11GMDB-A.1 – Guaranteed Minimum Death Benefit Rider

Form 11GMDB-S.1 – Guaranteed Minimum Death Benefit Rider

We are filing the above-referenced forms for approval in your jurisdiction. The forms are filed in accordance with the

SERFF Tracking Number: TPCI-127932700 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 50577
Company Tracking Number: 11GMDB-A.1
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Variable
Product Name: 11GMDB-A.1
Project Name/Number: /

applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, positioning and pagination.

These forms are intended to replace forms 11GMDB-A and 11GMDB-S, which previously approved by your Department on 12/7/2011 (SERFF # TPCI-127710513; State Tracking # 50325.) It has come to our attention that there was a technical inaccuracy in the definition of Evaluation Period in the Definition section of both forms. Since these forms were only recently submitted and have not yet been issued, we are requesting that these forms replace the earlier versions. No changes were made to these forms other than the revised definition of Evaluation Period and the addition of a “.1” to the form number. A tracked version of each rider, showing the changes has been included for your convenience.

We intend to make these forms available on March 26, 2012, but not without approval from your Department. These forms will be marketed to the general public. They were approved by our domiciliary state of Connecticut on December 27, 2011.

Form 11GMDB-A.1, is a guaranteed minimum death benefit rider that provides a death benefit which may exceed that offered by the attached annuity contract. There is a charge for this rider.

Form 11GMDB-S.1, is a guaranteed minimum death benefit rider that provides a death benefit which may exceed that provided by the attached annuity contract. There is a charge for this rider.

These riders will be offered with form 10FIA, a Modified Single Premium Deferred Fixed Indexed Annuity contract with an optional Premium Bonus, previously approved by your Department on 8/4/2010, (SERFF # TPCI-126614914; State Tracking # 459710) as well as any other contract approved in the future.

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

Text ordinarily bracketed appears in the specification sections of the forms. See the attached Statement of Variability for a more complete description. Any requisite fees and filing documents have been enclosed.

Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me at 1-860/403-5951, by fax at (860) 403-7225 or by e-mail at scott.zweig@phoenixwm.com.

Sincerely,

SERFF Tracking Number: TPCI-127932700 State: Arkansas
 Filing Company: PHL Variable Insurance Company State Tracking Number: 50577
 Company Tracking Number: 11GMDB-A.1
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
 Variable
 Product Name: 11GMDB-A.1
 Project Name/Number: /

Scott Zweig
 Director, State Compliance

Company and Contact

Filing Contact Information

Scott Zweig, Director scott.zweig@phoenixwm.com
 One American Row 860-403-5951 [Phone]
 Hartford, CT 06102 860-403-5296 [FAX]

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: 2 forms at \$50 per form.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
PHL Variable Insurance Company	\$100.00	12/28/2011	54869590

SERFF Tracking Number: TPCI-127932700 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 50577
Company Tracking Number: 11GMDB-A.1
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
Variable
Product Name: 11GMDB-A.1
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	01/04/2012	01/04/2012

SERFF Tracking Number: TPCI-127932700 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 50577
Company Tracking Number: 11GMDB-A.1
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
Variable
Product Name: 11GMDB-A.1
Project Name/Number: /

Disposition

Disposition Date: 01/04/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TPCI-127932700 State: Arkansas
 Filing Company: PHL Variable Insurance Company State Tracking Number: 50577
 Company Tracking Number: 11GMDB-A.1
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
 Variable
 Product Name: 11GMDB-A.1
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statement of Variability	Yes	Yes
Supporting Document	Riders showing tracked changes	Yes	Yes
Form	Guaranteed Minimum Death Benefit Rider (with Guarantee)	Yes	Yes
Form	Guaranteed Minimum Death Benefit Rider	Yes	Yes

SERFF Tracking Number: TPCI-127932700 State: Arkansas
 Filing Company: PHL Variable Insurance Company State Tracking Number: 50577
 Company Tracking Number: 11GMDB-A.1
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
 Variable
 Product Name: 11GMDB-A.1
 Project Name/Number: /

Form Schedule

Lead Form Number: 11GMDB-A.1

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11GMDB-A.1	Policy/Cont Guaranteed ract/Fratern Minimum Death al Benefit Rider (with Certificate: Guarantee) Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 11GMDB-A Previous Filing #: SERFF # TPCI- 127710513; State Tracking # 50325	52.040	11GMDB-A.1 FINAL 12-23- 11.pdf
	11GMDB-S.1	Policy/Cont Guaranteed ract/Fratern Minimum Death al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 11GMDB-S Previous Filing #: SERFF # TPCI- 127710513; State Tracking # 50325	52.850	11GMDB-S.1 FINAL 12-23- 11.pdf



GUARANTEED MINIMUM DEATH BENEFIT RIDER

This rider is a part of the contract to which it is attached. In addition to the information contained in the Component Rider Specifications, the following information applies. Except as specified in this rider, it is subject to all of the provisions contained in the contract. This rider takes effect on the Rider Issue Date.

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

RIDER SPECIFICATIONS

Contract Number:	[13000000]
Rider Issue Date:	[January 1, 2012]
GMDB Benefit Base on Rider Issue Date:	[\$100,000]
GMDB Benefit Base Bonus Percentage:	[25%]
Maximum GMDB Benefit Base Percentage:	[200%]
Guaranteed Minimum GMDB Roll-Up Rate:	[3.00%]
GMDB Benefit Base Withdrawal Factor:	[5%]
Evaluation Period:	[2 year period prior to and including the Rider Issue Date]
Death Benefit Payment Duration:	[5 years, annually]
Death Benefit Guarantee Withdrawal Factor at Issue:	[5%]
Minimum Death Benefit Guarantee Withdrawal Factor:	[1%]
Death Benefit Guarantee Reset Frequency:	[[5th] Rider Anniversary]

RIDER SPECIFICATIONS (continued)

Guaranteed Minimum Death Benefit Method:

[[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]]

[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable [over the Death Benefit Payment Duration]

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate})$, subject to the Maximum GMDB Benefit Base.

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus GMDB Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor}$, subject to the Maximum GMDB Benefit Base.

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]

[Or,]

[Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable [in one lump sum]

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the Death Benefit Guarantee Withdrawal Threshold Amount, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date and on each Rider Anniversary. It is equal to the Cumulative Premium, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guaranteed Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee is available even if the Accumulation Value of the attached contract is reduced to zero.]]

1. Definitions

Any additional terms used in this rider that are not specifically defined herein, are as defined in the attached contract.

The term “**Covered Person(s)**” means the person(s) whose life is used to determine payment of the Enhanced Death Benefit provided by this rider. A Covered Person must be a natural person and cannot be changed.

For the Single Life Option, Covered Person can be only one life. If there is one natural person Owner, the Owner is the Covered Person. If there are multiple natural person Owners, one must be designated as the Covered Person. If the Owner is a non-natural person, the Annuitant named in the contract is the Covered Person. If there are multiple Annuitants, one must be designated as the Covered Person. This rider terminates upon the death of the Covered Person.

For the Spousal Life Option, Covered Persons must be federal spouses, as defined in the attached contract. If there is one natural person Owner, the Owner and the Owner’s spouse must be the Covered Persons and the spouse must be the Owner’s sole beneficiary. If there are two spousal Owners, the Covered Persons are the spousal Owners, and they must both be each other’s beneficiary. If the Owner is a non-natural person, both Annuitants named in the contract are Covered Persons. The Annuitants must be spouses and must be each other’s sole beneficiary. If there are multiple non-spousal Owners the Spousal Life Option is not allowed. This rider terminates upon the death of the surviving Covered Person. If you elect the Spousal Life Option and subsequently obtain a divorce, there will be modifications to the terms of this rider. For further information please contact our Annuity Operations Division.

The “**Death Benefit Guarantee**” is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The term “**Evaluation Period**” means the period of time that certain Rider Exclusions described in Section 4 cannot apply to any Covered Person(s) or the Covered Person(s) will not be eligible for the Guaranteed Minimum Death Benefit.

The “**GMDB Benefit Base**” is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The “**GMDB Roll-Up Rate**” is the applicable rate used in determining the increase to the GMDB Benefit Base provided by the Roll-Up feature. The GMDB Roll-Up Rates applicable for your rider are shown in Section 9. The GMDB Roll-Up Rate will never be less than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications.

The term “**Monthly Anniversary**” is the same day each month as the Rider Issue Date following the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If the day is a non-business day, the next business day will be used.

The term “**Rider Anniversary**” means the same day and month of each year as the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If that day is a non-business day, any fees will be deducted and the GMDB Benefit Base will be re-calculated on the next business day.

The term “**Rider Exercise Date**” means the earliest date you elect to begin receiving benefits under any attached Rider Component. This date will be set to the Monthly Anniversary following the date we receive and process your request to begin receiving payments under the attached Rider Component. There is no Rider Exercise Date for the Guaranteed Minimum Death Benefit feature; it is only used for calculating the GMDB Benefit Base.

The term “**Rider Issue Date**” means the date the rider becomes effective and is shown in the rider specifications. Any charges for this rider are calculated from the Rider Issue Date. Rider Years and Rider Anniversaries are determined from the Rider Issue Date.

The term “**Rider Option**” means the Guaranteed Minimum Death Benefit option provided under this rider. The Rider Option must be elected on the Rider Issue Date and cannot be changed after the Rider Issue Date.

Single Life Option

The Guaranteed Minimum Death Benefit under the Single Life Option covers only one life, and will be paid on the death of the Covered Person.

Spousal Life Option

The Guaranteed Minimum Death Benefit under the Spousal Life Option covers two spousal lives, and will only be paid on the death of the last surviving Covered Person. The requirements for Covered Persons, as specified above, must be satisfied in order to elect this option.

The term “**Rider Year**” means, with respect to the first Rider Year, the one-year period beginning on the Rider Issue Date up to, but not including, the first Rider Anniversary. Each subsequent Rider Year is the one-year period beginning on a Rider Anniversary up to, but not including, the next Rider Anniversary.

2. Overview

Subject to the terms and conditions described herein, this rider provides for a Guaranteed Minimum Death Benefit (“GMDB”). The GMDB benefit provides a guaranteed minimum death benefit which may exceed that offered by the attached contract. Upon the death of the Covered Person, the designated Beneficiary will have the option to choose either the death benefit as provided by the base contract or the Guaranteed Minimum Death Benefit as provided by this rider. The GMDB is described in the Guaranteed Minimum Death Benefit Method section of the rider specifications. You may not assign your interest in this rider to anyone without our prior written approval. If you assign your rights or interest in this rider without our prior written approval, it will immediately terminate without value.

3. Adjustment for Misstatement of Age

If the age of any Covered Person has been misstated, the GMDB Benefit Base and the Death Benefit Guarantee will be adjusted based on such Covered Person’s correct age.

4. Rider Exclusion

Even after this rider has been issued, we will not pay any benefits under the terms of this rider if we determine that at the time of issue, any of the following Rider Exclusions applied:

- 1) Any Covered Person was confined to a Nursing Home, Assisted Living Facility, Hospital, Hospice Facility or any other similar facility during the Evaluation Period shown in the rider specifications.
- 2) Any Covered Person has been diagnosed with a Terminal Illness prior to the Rider Issue Date.

5. GMDB Benefit Base Bonus

The GMDB Benefit Base Bonus is an amount that will be added to the GMDB Benefit Base on the Rider Issue Date. The GMDB Benefit Base Bonus is calculated by multiplying the Accumulation Value on the Rider Issue Date by the GMDB Benefit Base Bonus Percentage, shown in the rider specifications.

6. Maximum GMDB Benefit Base

The GMDB Benefit Base may never exceed the Maximum GMDB Benefit Base. On or before the Rider Exercise Date, the Maximum GMDB Benefit Base equals:

$$(A - B) \times C$$

Where,

- A = Cumulative Premium plus any Premium Bonus plus any GMDB Benefit Base Bonus
- B = cumulative Gross Withdrawals prior to the Rider Exercise Date
- C = the Maximum GMDB Benefit Base Percentage (shown on the rider specifications).

The Maximum GMDB Benefit Base is not recalculated after the Rider Exercise Date.

7. Roll-Up Feature

The GMDB Roll-Up feature has the potential to increase your GMDB Benefit Base. The GMDB Roll-Up Rate for each year of the initial Roll-Up Period is shown in Section 9. The GMDB Roll-Up feature is not available after the earlier of the Rider Exercise Date and the conclusion of the final Roll-Up Period. See the Guaranteed Minimum Death Benefit Method shown in the rider specifications for how this feature is used in the calculation of the GMDB Benefit Base.

At the end of each Roll-Up Period, prior to the Rider Exercise Date, the Owner may elect to begin a new Roll-Up Period ("Roll-Up Restart"). Election of a Roll-Up Restart will be effective for all attached Rider Components. The GMDB Roll-Up Rates applicable for each subsequent Roll-Up Period will be declared prior to the start of the new Roll-Up Period, but they will never be lower than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications. The Rider Fee Percentage may change on restart but will never exceed the Maximum Rider Fee Percentage shown on the Component Rider Specifications. The new Roll-Up Period will be the same duration as the most recently concluded Roll-Up Period. The number of Roll-Up Restarts is limited to the Maximum Roll-Up Restarts shown in the Component Rider Specifications.

If the Owner does not elect to restart the Roll-Up Period, the GMDB Roll-Up feature will cease and no future restarts will be permitted.

8. Termination of Rider

The following events will result in termination without value of this Rider Component only:

1. the GMDB Benefit Base is reduced to zero;
- And
2. the Death Benefit Guarantee is reduced to zero.

Any of the following events will result in termination of all attached Rider Components without value:

1. the date there is a change in any Covered Person;
2. the date of commencement of annuity payments under an annuity payment option as described in the base contract;
3. the date the contract, to which the rider is attached, terminates;
4. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
5. the date you assign your interests in the contract to which this rider is attached;
6. the date you assign any rights or interest in this rider to anyone without our prior written approval;
7. the date any death benefit is paid under the contract to which this rider is attached;
8. the date the Owner elects, in writing, to terminate or cancel the rider on or after the Earliest Cancellation Date.

PHL Variable Insurance Company


[Secretary]

9. Benefit Tables

GMDB Roll-Up Table

Rider Year	GMDB Roll-Up Rate %
[1	[10.00
2	20.00
3	30.00
4	40.00
5	50.00
6	60.00
7	70.00
8	80.00
9	90.00
10]	100.00]

GMDB Benefit Base Factor Table

Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		

GMDB Termination Factor Table

Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		

Death Benefit Guarantee Factor Table

Rider Year	Death Benefit Guarantee Factor %	Rider Year	Death Benefit Guarantee Factor %	Rider Year	Death Benefit Guarantee Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		



GUARANTEED MINIMUM DEATH BENEFIT RIDER

This rider is a part of the contract to which it is attached. In addition to the information contained in the Component Rider Specifications, the following information applies. Except as specified in this rider, it is subject to all of the provisions contained in the contract. This rider takes effect on the Rider Issue Date.

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

RIDER SPECIFICATIONS

Contract Number:	[13000000]
Rider Issue Date:	[January 1, 2012]
GMDB Benefit Base on Rider Issue Date:	[\$100,000]
GMDB Benefit Base Bonus Percentage:	[25%]
Maximum GMDB Benefit Base Percentage:	[200%]
Guaranteed Minimum GMDB Roll-Up Rate:	[3.00%]
GMDB Benefit Base Withdrawal Factor:	[5%]
Evaluation Period:	[2 year period prior to and including the Rider Issue Date]
Death Benefit Payment Duration:	[5 years, annually]

RIDER SPECIFICATIONS (continued)

Guaranteed Minimum Death Benefit Method:

[Compound Interest Method

[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]

[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable [over the Death Benefit Payment Duration]

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$(1 + \text{GMDB Roll-Up Rate}) \times \text{GMDB Benefit Base}$ prior to the re-calculation, subject to the Maximum GMDB Benefit Base.

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]

[Or,]

[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable [in one lump sum.]]]

1. Definitions

Any additional terms used in this rider that are not specifically defined herein, are as defined in the attached contract.

The term “**Covered Person(s)**” means the person(s) whose life is used to determine payment of the Enhanced Death Benefit provided by this rider. A Covered Person must be a natural person and cannot be changed.

For the Single Life Option, Covered Person can be only one life. If there is one natural person Owner, the Owner is the Covered Person. If there are multiple natural person Owners, one must be designated as the Covered Person. If the Owner is a non-natural person, the Annuitant named in the contract is the Covered Person. If there are multiple Annuitants, one must be designated as the Covered Person. This rider terminates upon the death of the Covered Person.

For the Spousal Life Option, Covered Persons must be federal spouses, as defined in the attached contract. If there is one natural person Owner, the Owner and the Owner's spouse must be the Covered Persons and the spouse must be the Owner's sole beneficiary. If there are two spousal Owners, the Covered Persons are the spousal Owners, and they must both be each other's beneficiary. If the Owner is a non-natural person, both Annuitants named in the contract are Covered Persons. The Annuitants must be spouses and must be each other's sole beneficiary. If there are multiple non-spousal Owners the Spousal Life Option is not allowed. This rider terminates upon the death of the surviving Covered Person. If you elect the Spousal Life Option and subsequently obtain a divorce, there will be modifications to the terms of this rider. For further information please contact our Annuity Operations Division.

The “**Death Benefit Guarantee**” is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The term “**Evaluation Period**” means the period of time that certain Rider Exclusions described in Section 4 cannot apply to any Covered Person(s) or the Covered Person(s) will not be eligible for the Guaranteed Minimum Death Benefit.

The “**GMDB Benefit Base**” is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The “**GMDB Roll-Up Rate**” is the applicable rate used in determining the increase to the GMDB Benefit Base provided by the Roll-Up feature. The GMDB Roll-Up Rates applicable for your rider are shown in Section 9. The GMDB Roll-Up Rate will never be less than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications.

The term “**Monthly Anniversary**” is the same day each month as the Rider Issue Date following the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If the day is a non-business day, the next business day will be used.

The term “**Rider Anniversary**” means the same day and month of each year as the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If that day is a non-business day, any fees will be deducted and the GMDB Benefit Base will be re-calculated on the next business day.

The term “**Rider Exercise Date**” means the earliest date you elect to begin receiving benefits under any attached Rider Component. This date will be set to the Monthly Anniversary following the date we receive and process your request to begin receiving payments under the attached Rider Component. There is no Rider Exercise Date for the Guaranteed Minimum Death Benefit feature; it is only used for calculating the GMDB Benefit Base.

The term “**Rider Issue Date**” means the date the rider becomes effective and is shown in the rider specifications. Any charges for this rider are calculated from the Rider Issue Date. Rider Years and Rider Anniversaries are determined from the Rider Issue Date.

The term “**Rider Option**” means the Guaranteed Minimum Death Benefit option provided under this rider. The Rider Option must be elected on the Rider Issue Date and cannot be changed after the Rider Issue Date.

Single Life Option

The Guaranteed Minimum Death Benefit under the Single Life Option covers only one life, and will be paid on the death of the Covered Person.

Spousal Life Option

The Guaranteed Minimum Death Benefit under the Spousal Life Option covers two spousal lives, and will only be paid on the death of the last surviving Covered Person. The requirements for Covered Persons, as specified above, must be satisfied in order to elect this option.

The term “**Rider Year**” means, with respect to the first Rider Year, the one-year period beginning on the Rider Issue Date up to, but not including, the first Rider Anniversary. Each subsequent Rider Year is the one-year period beginning on a Rider Anniversary up to, but not including, the next Rider Anniversary.

2. Overview

Subject to the terms and conditions described herein, this rider provides for a Guaranteed Minimum Death Benefit (“GMDB”). The GMDB benefit provides a guaranteed minimum death benefit which may exceed that offered by the attached contract. Upon the death of the Covered Person, the designated Beneficiary will have the option to choose either the death benefit as provided by the base contract or the Guaranteed Minimum Death Benefit as provided by this rider. The GMDB is described in the Guaranteed Minimum Death Benefit Method section of the rider specifications. You may not assign your interest in this rider to anyone without our prior written approval. If you assign your rights or interest in this rider without our prior written approval, it will immediately terminate without value.

3. Adjustment for Misstatement of Age

If the age of any Covered Person has been misstated, the GMDB Benefit Base will be adjusted based on such Covered Person’s correct age.

4. Rider Exclusion

Even after this rider has been issued, we will not pay any benefits under the terms of this rider if we determine that at the time of issue, any of the following Rider Exclusions applied:

- 1) Any Covered Person was confined to a Nursing Home, Assisted Living Facility, Hospital, Hospice Facility or any other similar facility during the Evaluation Period shown in the rider specifications.
- 2) Any Covered Person has been diagnosed with a Terminal Illness prior to the Rider Issue Date.

5. GMDB Benefit Base Bonus

The GMDB Benefit Base Bonus is an amount that will be added to the GMDB Benefit Base on the Rider Issue Date. The GMDB Benefit Base Bonus is calculated by multiplying the Accumulation Value on the Rider Issue Date by the GMDB Benefit Base Bonus Percentage, shown in the rider specifications.

6. Maximum GMDB Benefit Base

The GMDB Benefit Base may never exceed the Maximum GMDB Benefit Base. On or before the Rider Exercise Date, the Maximum GMDB Benefit Base equals:

$$(A - B) \times C$$

Where,

- A = Cumulative Premium plus any Premium Bonus plus any GMDB Benefit Base Bonus
- B = cumulative Gross Withdrawals prior to the Rider Exercise Date
- C = the Maximum GMDB Benefit Base Percentage (shown on the rider specifications).

The Maximum GMDB Benefit Base is not recalculated after the Rider Exercise Date.

7. Roll-Up Feature

The GMDB Roll-Up feature has the potential to increase your GMDB Benefit Base. The GMDB Roll-Up Rate for each year of the initial Roll-Up Period is shown in Section 9. The GMDB Roll-Up feature is not available after the earlier of the Rider Exercise Date and the conclusion of the final Roll-Up Period. See the Guaranteed Minimum Death Benefit Method shown in the rider specifications for how this feature is used in the calculation of the GMDB Benefit Base.

At the end of each Roll-Up Period, prior to the Rider Exercise Date, the Owner may elect to begin a new Roll-Up Period ("Roll-Up Restart"). Election of a Roll-Up Restart will be effective for all attached Rider Components. The GMDB Roll-Up Rates applicable for each subsequent Roll-Up Period will be declared prior to the start of the new Roll-Up Period, but they will never be lower than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications. The Rider Fee Percentage may change on restart but will never exceed the Maximum Rider Fee Percentage shown on the Component Rider Specifications. The new Roll-Up Period will be the same duration as the most recently concluded Roll-Up Period. The number of Roll-Up Restarts is limited to the Maximum Roll-Up Restarts shown in the Component Rider Specifications.

If the Owner does not elect to restart the Roll-Up Period, the GMDB Roll-Up feature will cease and no future restarts will be permitted.

8. Termination of Rider

The following events will result in termination without value of this Rider Component only:

1. the GMDB Benefit Base is reduced to zero;
- Or
2. the Accumulation Value is reduced below the Minimum Remaining Accumulation Value.

Any of the following events will result in termination of all attached Rider Components without value:

1. the date there is a change in any Covered Person;
2. the date of commencement of annuity payments under an annuity payment option as described in the base contract;
3. the date the contract, to which the rider is attached, terminates;
4. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
5. the date you assign your interests in the contract to which this rider is attached;
6. the date you assign any rights or interest in this rider to anyone without our prior written approval;
7. the date any death benefit is paid under the contract to which this rider is attached;
8. the date the Owner elects, in writing, to terminate or cancel the rider on or after the Earliest Cancellation Date.

PHL Variable Insurance Company

[*John H. Beers*]
[Secretary]

9. Benefit Tables

GMDB Roll-Up Table

Rider Year	GMDB Roll-Up Rate %
[1	[10.00
2	20.00
3	30.00
4	40.00
5	50.00
6	60.00
7	70.00
8	80.00
9	90.00
10]	100.00]

GMDB Benefit Base Factor Table

Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		

GMDB Termination Factor Table

Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		

SERFF Tracking Number: TPCI-127932700 State: Arkansas
 Filing Company: PHL Variable Insurance Company State Tracking Number: 50577
 Company Tracking Number: 11GMDB-A.1
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
 Variable
 Product Name: 11GMDB-A.1
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment:		
AR - Refile - certifications - 11GMDB-A.pdf		

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

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment:		
11GMDB _Revised_ Actuarial Memorandum.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		
Refile - Chassis 2 _10FIA_ States - Revised SOV.pdf		

	Item Status:	Status Date:
Satisfied - Item: Riders showing tracked changes		
Comments:		

**ARKANSAS
CERTIFICATION**

FORM NO.	11GMDB-A.1
FORM TITLE	Guaranteed Minimum Death Benefit Rider
FLESCH SCORE	52.04
FORM NO.	11GMDB-S.1
FORM TITLE	Guaranteed Minimum Death Benefit Rider
FLESCH SCORE	52.85

I hereby certify the following:

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

PHL Variable Insurance Company

Signature: 
Name: **Scott Zweig**
Title: **Director, State Compliance**
Date: **12/23/2011**

Statement of Variability

Form 11GMDB-A.1

This Statement of Variability sets forth the variable information which will appear in brackets in form **11GMDB-A.1 (Guaranteed Minimum Death Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The unique number for each contract will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

GMDB Benefit Base on Rider Issue Date: If the Rider Issue Date is equal to the Contract Issue Date, an amount equal to the Cumulative Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus will appear in this field. If the Rider Issue Date is not equal to the Contract Issue Date, the Accumulation Value on the Rider Issue Date will appear in this field.

GMDB Benefit Base Bonus Percentage: The percentage used to determine the GMDB Benefit Base Bonus will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 40%.

Maximum GMDB Benefit Base Percentage: The maximum possible percentage used to determine the GMDB Benefit Base will appear in this field. Should we change this percentage, it would be for new issues only and could range from 100% to 1,000%.

Guaranteed Minimum GMDB Roll-Up Rate: the minimum GMDB Roll-Up Rate that could be applied on restart will appear in this field. Should we change this field, it would be for new issues only and could range from 0% to 50%

GMDB Benefit Base Withdrawal Factor: the factor used to determine the GMDB Benefit Base Withdrawal Threshold Amount will appear in this field. Should we change this factor it would be for new issues only and could range from 0% to 100%.

Evaluation Period: the period of time prior to and including the Rider the Issue Date which a Covered Person must not have met any of the Rider Exclusions in order to be eligible for Enhanced Benefit Amount payments will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 15 years. Should we choose not to apply this exclusionary period, it would be for new issues only and the word "None" will appear in this field.

Death Benefit Payment Duration: the duration over which the Enhanced Death Benefit Option(s) may be paid will appear in this field. Should we change this duration it would be for new issues only and could range from 1 to 120 months or years and could occur monthly, quarterly, semi-annually and annually.

Death Benefit Guarantee Factor at Issue: The Death Benefit Guarantee Factor applicable on the Rider Issue Date will appear in this field. Should we change the factor, it would be for new issues only and could range from 0% to 100%.

Minimum Death Benefit Guarantee Withdrawal Factor: The Minimum Death Benefit Guarantee Withdrawal Factor that can be applied when the feature is reset will appear in this field. Should we change the factor, it would be for new issues only and could range from 0% to 100%.

Death Benefit Guarantee Reset Frequency: The frequency at which the Death Benefit Guarantee Withdrawal Factor may be reset will appear in this field. Should we change this frequency it would be for new issues only and could range from the 1st to the 20th Rider Anniversary.

Guaranteed Minimum Death Benefit Method: the method used to calculate the GMDB Benefit Base will appear in this field. Depending on the version of the rider selected, one of the following four blocks of text will appear. Only one will appear at a time. If any of these fields appear, they will appear exactly as shown:

Option 1 (this option is comprised of two separate parts: Enhanced Death Benefit Option 1 shown on this page and Enhanced Death Benefit Option 2 shown on the following page.)

¹ [²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate})$, subject to the Maximum GMDB Benefit Base.

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus GMDB Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor}$, subject to the Maximum GMDB Benefit Base.

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,⁵

(Continued on next page)

⁶[Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable ⁷[in one lump sum.]⁷

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the Death Benefit Guarantee Withdrawal Threshold Amount, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date and on each Rider Anniversary. It is equal to the Cumulative Premium, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guaranteed Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee is available even if the Accumulation Value of the attached contract is reduced to zero.]⁶¹

Option 2

¹ [² The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³ Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴ [over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus GMDB Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor}, \text{ subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵ [Or,]⁵

⁶ Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷ [in one lump sum.]⁷]⁶]¹

Option 3

¹[Compound Interest Method

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

(1 + GMDB Roll-Up Rate) x GMDB Benefit Base prior to the re-calculation, subject to the Maximum GMDB Benefit Base.

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]⁶]¹

Option 4

¹[Simple Interest Method]

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$$A + ((1 + B) \times C), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = GMDB Benefit Base prior to the re-calculation

B = GMDB Roll-Up Rate

C = Adjusted Initial GMDB Benefit Base prior to the re-calculation

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

On the Rider Issue Date, the Adjusted Initial GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

The GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation is reduced by any withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals in any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]⁶¹

Signatures and Titles: We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

GMDB Roll-Up Table: the percentages used to determine the increase to the GMDB Benefit Base will appear in this table. Should we change these percentages, it would be for new issues only and could range from 0% to 30%. The number of Rider Years appearing in this table will coincide with the duration of the Roll-Up Period and can range from 0 to 30 years.

GMDB Benefit Base Factor Table: The GMDB Benefit Base Factors will appear in this table. Should we change these factors, it would be for new issues only and could range from 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values.

GMDB Termination Factor Table: The GMDB Termination Factors will appear in this field. Should we change these factors, it would be for new issues only and they could range 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Death Benefit Guarantee Factor Table: The Death Benefit Guarantee Factors will appear in this field. Should we change these factors, it would be for new issues only and they could range 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Statement of Variability

Form 11GMDB-S.1

This Statement of Variability sets forth the variable information which will appear in brackets in form **11GMDB-S.1 (Guaranteed Minimum Death Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The unique number for each contract will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

GMDB Benefit Base on Rider Issue Date: If the Rider Issue Date is equal to the Contract Issue Date, an amount equal to the Cumulative Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus will appear in this field. If the Rider Issue Date is not equal to the Contract Issue Date, the Accumulation Value on the Rider Issue Date will appear in this field.

GMDB Benefit Base Bonus Percentage: The percentage used to determine the GMDB Benefit Base Bonus will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 40%.

Maximum GMDB Benefit Base Percentage: The maximum possible percentage used to determine the GMDB Benefit Base will appear in this field. Should we change this percentage, it would be for new issues only and could range from 100% to 1,000%.

Guaranteed Minimum GMDB Roll-Up Rate: the minimum GMDB Roll-Up Rate that could be applied on restart will appear in this field. Should we change this field, it would be for new issues only and could range from 0% to 50%

GMDB Benefit Base Withdrawal Factor: the factor used to determine the GMDB Benefit Base Withdrawal Threshold Amount will appear in this field. Should we change this factor it would be for new issues only and could range from 0% to 100%.

Evaluation Period: the period of time prior to and including the Rider the Issue Date which a Covered Person must not have met any of the Rider Exclusions in order to be eligible for Enhanced Benefit Amount payments will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 15 years. Should we choose not to apply this exclusionary period, it would be for new issues only and the word "None" will appear in this field.

Death Benefit Payment Duration: the duration over which the Enhanced Death Benefit Option(s) may be paid will appear in this field. Should we change this duration it would be for new issues only and could range from 1 to 120 months or years and could occur monthly, quarterly, semi-annually and annually.

Guaranteed Minimum Death Benefit Method: the method used to calculate the GMDB Benefit Base will appear in this field. Depending on the version of the rider selected, one of the following three blocks of text will appear. Only one will appear at a time. If any of these fields appear, they will appear exactly as shown:

Option 1

¹ [² The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³ [Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴ [over the Death Benefit Payment Duration]]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate})$, subject to the Maximum GMDB Benefit Base.

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus GMDB Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor}$, subject to the Maximum GMDB Benefit Base.

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵ [Or,]⁵

⁶ [Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷ [in one lump sum.]]⁷ ⁶]¹

Option 2

¹[Compound Interest Method]

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$(1 + \text{GMDB Roll-Up Rate}) \times \text{GMDB Benefit Base}$ prior to the re-calculation, subject to the Maximum GMDB Benefit Base.

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]⁶]¹

Option 3

¹[Simple Interest Method]

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$$A + ((1 + B) \times C), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = GMDB Benefit Base prior to the re-calculation

B = GMDB Roll-Up Rate

C = Adjusted Initial GMDB Benefit Base prior to the re-calculation

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

On the Rider Issue Date, the Adjusted Initial GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

The GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation is reduced by any withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals in any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]⁶¹

Signatures and Titles: We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

GMDB Roll-Up Table: the percentages used to determine the increase to the GMDB Benefit Base will appear in this table. Should we change these percentages, it would be for new issues only and could range from 0% to 30%. The number of Rider Years appearing in this table will coincide with the duration of the Roll-Up Period and can range from 0 to 30 years.

GMDB Benefit Base Factor Table: The GMDB Benefit Base Factors will appear in this table. Should we change these factors, it would be for new issues only and could range from 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values.

GMDB Termination Factor Table: The GMDB Termination Factors will appear in this field. Should we change these factors, it would be for new issues only and they could range 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

GUARANTEED MINIMUM DEATH BENEFIT RIDER

This rider is a part of the contract to which it is attached. In addition to the information contained in the Component Rider Specifications, the following information applies. Except as specified in this rider, it is subject to all of the provisions contained in the contract. This rider takes effect on the Rider Issue Date.

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

RIDER SPECIFICATIONS

Contract Number:	[13000000]
Rider Issue Date:	[January 1, 2012]
GMDB Benefit Base on Rider Issue Date:	[\$100,000]
GMDB Benefit Base Bonus Percentage:	[25%]
Maximum GMDB Benefit Base Percentage:	[200%]
Guaranteed Minimum GMDB Roll-Up Rate:	[3.00%]
GMDB Benefit Base Withdrawal Factor:	[5%]
Evaluation Period:	[2 year period prior to and including the Rider Issue Date]
Death Benefit Payment Duration:	[5 years, annually]
Death Benefit Guarantee Withdrawal Factor at Issue:	[5%]
Minimum Death Benefit Guarantee Withdrawal Factor:	[1%]
Death Benefit Guarantee Reset Frequency:	[[5th] Rider Anniversary]

RIDER SPECIFICATIONS (continued)

Guaranteed Minimum Death Benefit Method:

[[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]

[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable [over the Death Benefit Payment Duration]

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus GMDB Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor}, \text{ subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]

[Or.]

[Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable [in one lump sum]

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the Death Benefit Guarantee Withdrawal Threshold Amount, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date and on each Rider Anniversary. It is equal to the Cumulative Premium, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guaranteed Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee is available even if the Accumulation Value of the attached contract is reduced to zero.]]

1. Definitions

Any additional terms used in this rider that are not specifically defined herein, are as defined in the attached contract.

The term **“Covered Person(s)”** means the person(s) whose life is used to determine payment of the Enhanced Death Benefit provided by this rider. A Covered Person must be a natural person and cannot be changed.

For the Single Life Option, Covered Person can be only one life. If there is one natural person Owner, the Owner is the Covered Person. If there are multiple natural person Owners, one must be designated as the Covered Person. If the Owner is a non-natural person, the Annuitant named in the contract is the Covered Person. If there are multiple Annuitants, one must be designated as the Covered Person. This rider terminates upon the death of the Covered Person.

For the Spousal Life Option, Covered Persons must be federal spouses, as defined in the attached contract. If there is one natural person Owner, the Owner and the Owner's spouse must be the Covered Persons and the spouse must be the Owner's sole beneficiary. If there are two spousal Owners, the Covered Persons are the spousal Owners, and they must both be each other's beneficiary. If the Owner is a non-natural person, both Annuitants named in the contract are Covered Persons. The Annuitants must be spouses and must be each other's sole beneficiary. If there are multiple non-spousal Owners the Spousal Life Option is not allowed. This rider terminates upon the death of the surviving Covered Person. If you elect the Spousal Life Option and subsequently obtain a divorce, there will be modifications to the terms of this rider. For further information please contact our Annuity Operations Division.

The **“Death Benefit Guarantee”** is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The term **“Evaluation Period”** means the period of time that certain Rider Exclusions described in Section 4 cannot apply to any Covered Person(s) or the Covered Person(s) will not be eligible for ~~the~~ **Guaranteed Minimum Death Benefit**.

Deleted:

Deleted: Enhanced Benefit Amount payments

The **“GMDB Benefit Base”** is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The **“GMDB Roll-Up Rate”** is the applicable rate used in determining the increase to the GMDB Benefit Base provided by the Roll-Up feature. The GMDB Roll-Up Rates applicable for your rider are shown in Section 9. The GMDB Roll-Up Rate will never be less than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications.

The term **“Monthly Anniversary”** is the same day each month as the Rider Issue Date following the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If the day is a non-business day, the next business day will be used.

The term **“Rider Anniversary”** means the same day and month of each year as the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If that day is a non-business day, any fees will be deducted and the GMDB Benefit Base will be re-calculated on the next business day.

The term **“Rider Exercise Date”** means the earliest date you elect to begin receiving benefits under any attached Rider Component. This date will be set to the Monthly Anniversary following the date we receive and process your request to begin receiving payments under the attached Rider Component. There is no Rider Exercise Date for the Guaranteed Minimum Death Benefit feature; it is only used for calculating the GMDB Benefit Base.

The term **“Rider Issue Date”** means the date the rider becomes effective and is shown in the rider specifications. Any charges for this rider are calculated from the Rider Issue Date. Rider Years and Rider Anniversaries are determined from the Rider Issue Date.

The term **“Rider Option”** means the Guaranteed Minimum Death Benefit option provided under this rider. The Rider Option must be elected on the Rider Issue Date and cannot be changed after the Rider Issue Date.

Single Life Option

The Guaranteed Minimum Death Benefit under the Single Life Option covers only one life, and will be paid on the death of the Covered Person.

Spousal Life Option

The Guaranteed Minimum Death Benefit under the Spousal Life Option covers two spousal lives, and will only be paid on the death of the last surviving Covered Person. The requirements for Covered Persons, as specified above, must be satisfied in order to elect this option.

The term “Rider Year” means, with respect to the first Rider Year, the one-year period beginning on the Rider Issue Date up to, but not including, the first Rider Anniversary. Each subsequent Rider Year is the one-year period beginning on a Rider Anniversary up to, but not including, the next Rider Anniversary.

2. Overview

Subject to the terms and conditions described herein, this rider provides for a Guaranteed Minimum Death Benefit (“GMDB”). The GMDB benefit provides a guaranteed minimum death benefit which may exceed that offered by the attached contract. Upon the death of the Covered Person, the designated Beneficiary will have the option to choose either the death benefit as provided by the base contract or the Guaranteed Minimum Death Benefit as provided by this rider. The GMDB is described in the Guaranteed Minimum Death Benefit Method section of the rider specifications. You may not assign your interest in this rider to anyone without our prior written approval. If you assign your rights or interest in this rider without our prior written approval, it will immediately terminate without value.

3. Adjustment for Misstatement of Age

If the age of any Covered Person has been misstated, the GMDB Benefit Base and the Death Benefit Guarantee will be adjusted based on such Covered Person’s correct age.

4. Rider Exclusion

Even after this rider has been issued, we will not pay any benefits under the terms of this rider if we determine that at the time of issue, any of the following Rider Exclusions applied:

- 1) Any Covered Person was confined to a Nursing Home, Assisted Living Facility, Hospital, Hospice Facility or any other similar facility during the Evaluation Period shown in the rider specifications.
- 2) Any Covered Person has been diagnosed with a Terminal Illness prior to the Rider Issue Date.

5. GMDB Benefit Base Bonus

The GMDB Benefit Base Bonus is an amount that will be added to the GMDB Benefit Base on the Rider Issue Date. The GMDB Benefit Base Bonus is calculated by multiplying the Accumulation Value on the Rider Issue Date by the GMDB Benefit Base Bonus Percentage, shown in the rider specifications.

6. Maximum GMDB Benefit Base

The GMDB Benefit Base may never exceed the Maximum GMDB Benefit Base. On or before the Rider Exercise Date, the Maximum GMDB Benefit Base equals:

$$(A - B) \times C$$

Where,

- A = Cumulative Premium plus any Premium Bonus plus any GMDB Benefit Base Bonus
- B = cumulative Gross Withdrawals prior to the Rider Exercise Date
- C = the Maximum GMDB Benefit Base Percentage (shown on the rider specifications).

The Maximum GMDB Benefit Base is not recalculated after the Rider Exercise Date.

7. Roll-Up Feature

The GMDB Roll-Up feature has the potential to increase your GMDB Benefit Base. The GMDB Roll-Up Rate for each year of the initial Roll-Up Period is shown in Section 9. The GMDB Roll-Up feature is not available after the earlier of the Rider Exercise Date and the conclusion of the final Roll-Up Period. See the Guaranteed Minimum Death Benefit Method shown in the rider specifications for how this feature is used in the calculation of the GMDB Benefit Base.

At the end of each Roll-Up Period, prior to the Rider Exercise Date, the Owner may elect to begin a new Roll-Up Period ("Roll-Up Restart"). Election of a Roll-Up Restart will be effective for all attached Rider Components. The GMDB Roll-Up Rates applicable for each subsequent Roll-Up Period will be declared prior to the start of the new Roll-Up Period, but they will never be lower than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications. The Rider Fee Percentage may change on restart but will never exceed the Maximum Rider Fee Percentage shown on the Component Rider Specifications. The new Roll-Up Period will be the same duration as the most recently concluded Roll-Up Period. The number of Roll-Up Restarts is limited to the Maximum Roll-Up Restarts shown in the Component Rider Specifications.

If the Owner does not elect to restart the Roll-Up Period, the GMDB Roll-Up feature will cease and no future restarts will be permitted.

8. Termination of Rider

The following events will result in termination without value of this Rider Component only:

1. the GMDB Benefit Base is reduced to zero;

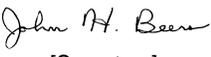
And

2. the Death Benefit Guarantee is reduced to zero.

Any of the following events will result in termination of all attached Rider Components without value:

1. the date there is a change in any Covered Person;
2. the date of commencement of annuity payments under an annuity payment option as described in the base contract;
3. the date the contract, to which the rider is attached, terminates;
4. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
5. the date you assign your interests in the contract to which this rider is attached;
6. the date you assign any rights or interest in this rider to anyone without our prior written approval;
7. the date any death benefit is paid under the contract to which this rider is attached;
8. the date the Owner elects, in writing, to terminate or cancel the rider on or after the Earliest Cancellation Date.

PHL Variable Insurance Company


[Secretary]

9. Benefit Tables

GMDB Roll-Up Table

Rider Year	GMDB Roll-Up Rate %
[1	[10.00
2	20.00
3	30.00
4	40.00
5	50.00
6	60.00
7	70.00
8	80.00
9	90.00
10]	100.00]

GMDB Benefit Base Factor Table

Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		

GMDB Termination Factor Table

Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
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24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
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28	100.00	68	100.00		
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30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		

Death Benefit Guarantee Factor Table

Rider Year	Death Benefit Guarantee Factor %	Rider Year	Death Benefit Guarantee Factor %	Rider Year	Death Benefit Guarantee Factor %
[1	[100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
3	100.00	43	100.00	83	100.00
4	100.00	44	100.00	84	100.00
5	100.00	45	100.00	85	100.00
6	100.00	46	100.00	86	100.00
7	100.00	47	100.00	87	100.00
8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
38	100.00	78	100.00		
39	100.00	79	100.00		
40	100.00	80	100.00		



GUARANTEED MINIMUM DEATH BENEFIT RIDER

This rider is a part of the contract to which it is attached. In addition to the information contained in the Component Rider Specifications, the following information applies. Except as specified in this rider, it is subject to all of the provisions contained in the contract. This rider takes effect on the Rider Issue Date.

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

RIDER SPECIFICATIONS

Contract Number:	[13000000]
Rider Issue Date:	[January 1, 2012]
GMDB Benefit Base on Rider Issue Date:	[\$100,000]
GMDB Benefit Base Bonus Percentage:	[25%]
Maximum GMDB Benefit Base Percentage:	[200%]
Guaranteed Minimum GMDB Roll-Up Rate:	[3.00%]
GMDB Benefit Base Withdrawal Factor:	[5%]
Evaluation Period:	[2 year period prior to and including the Rider Issue Date]
Death Benefit Payment Duration:	[5 years, annually]

RIDER SPECIFICATIONS (continued)

Guaranteed Minimum Death Benefit Method:

[Compound Interest Method

[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]

[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable [over the Death Benefit Payment Duration]

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$(1 + \text{GMDB Roll-Up Rate}) \times \text{GMDB Benefit Base}$ prior to the re-calculation, subject to the Maximum GMDB Benefit Base.

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.]

[Or,]

[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable [in one lump sum.]]]

1. Definitions

Any additional terms used in this rider that are not specifically defined herein, are as defined in the attached contract.

The term **“Covered Person(s)”** means the person(s) whose life is used to determine payment of the Enhanced Death Benefit provided by this rider. A Covered Person must be a natural person and cannot be changed.

For the Single Life Option, Covered Person can be only one life. If there is one natural person Owner, the Owner is the Covered Person. If there are multiple natural person Owners, one must be designated as the Covered Person. If the Owner is a non-natural person, the Annuitant named in the contract is the Covered Person. If there are multiple Annuitants, one must be designated as the Covered Person. This rider terminates upon the death of the Covered Person.

For the Spousal Life Option, Covered Persons must be federal spouses, as defined in the attached contract. If there is one natural person Owner, the Owner and the Owner's spouse must be the Covered Persons and the spouse must be the Owner's sole beneficiary. If there are two spousal Owners, the Covered Persons are the spousal Owners, and they must both be each other's beneficiary. If the Owner is a non-natural person, both Annuitants named in the contract are Covered Persons. The Annuitants must be spouses and must be each other's sole beneficiary. If there are multiple non-spousal Owners the Spousal Life Option is not allowed. This rider terminates upon the death of the surviving Covered Person. If you elect the Spousal Life Option and subsequently obtain a divorce, there will be modifications to the terms of this rider. For further information please contact our Annuity Operations Division.

The **“Death Benefit Guarantee”** is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The term **“Evaluation Period”** means the period of time that certain Rider Exclusions described in Section 4 cannot apply to any Covered Person(s) or the Covered Person(s) will not be eligible for the Guaranteed Minimum Death Benefit.

Deleted: Enhanced Benefit Amount payments

The **“GMDB Benefit Base”** is a method used to determine the Guaranteed Minimum Death Benefit provided by this rider.

The **“GMDB Roll-Up Rate”** is the applicable rate used in determining the increase to the GMDB Benefit Base provided by the Roll-Up feature. The GMDB Roll-Up Rates applicable for your rider are shown in Section 9. The GMDB Roll-Up Rate will never be less than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications.

The term **“Monthly Anniversary”** is the same day each month as the Rider Issue Date following the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If the day is a non-business day, the next business day will be used.

The term **“Rider Anniversary”** means the same day and month of each year as the Rider Issue Date. If the day does not exist in a month, the last day of the month will be used. If that day is a non-business day, any fees will be deducted and the GMDB Benefit Base will be re-calculated on the next business day.

The term **“Rider Exercise Date”** means the earliest date you elect to begin receiving benefits under any attached Rider Component. This date will be set to the Monthly Anniversary following the date we receive and process your request to begin receiving payments under the attached Rider Component. There is no Rider Exercise Date for the Guaranteed Minimum Death Benefit feature; it is only used for calculating the GMDB Benefit Base.

The term **“Rider Issue Date”** means the date the rider becomes effective and is shown in the rider specifications. Any charges for this rider are calculated from the Rider Issue Date. Rider Years and Rider Anniversaries are determined from the Rider Issue Date.

The term **“Rider Option”** means the Guaranteed Minimum Death Benefit option provided under this rider. The Rider Option must be elected on the Rider Issue Date and cannot be changed after the Rider Issue Date.

Single Life Option

The Guaranteed Minimum Death Benefit under the Single Life Option covers only one life, and will be paid on the death of the Covered Person.

Spousal Life Option

The Guaranteed Minimum Death Benefit under the Spousal Life Option covers two spousal lives, and will only be paid on the death of the last surviving Covered Person. The requirements for Covered Persons, as specified above, must be satisfied in order to elect this option.

The term “Rider Year” means, with respect to the first Rider Year, the one-year period beginning on the Rider Issue Date up to, but not including, the first Rider Anniversary. Each subsequent Rider Year is the one-year period beginning on a Rider Anniversary up to, but not including, the next Rider Anniversary.

2. Overview

Subject to the terms and conditions described herein, this rider provides for a Guaranteed Minimum Death Benefit (“GMDB”). The GMDB benefit provides a guaranteed minimum death benefit which may exceed that offered by the attached contract. Upon the death of the Covered Person, the designated Beneficiary will have the option to choose either the death benefit as provided by the base contract or the Guaranteed Minimum Death Benefit as provided by this rider. The GMDB is described in the Guaranteed Minimum Death Benefit Method section of the rider specifications. You may not assign your interest in this rider to anyone without our prior written approval. If you assign your rights or interest in this rider without our prior written approval, it will immediately terminate without value.

3. Adjustment for Misstatement of Age

If the age of any Covered Person has been misstated, the GMDB Benefit Base will be adjusted based on such Covered Person’s correct age.

4. Rider Exclusion

Even after this rider has been issued, we will not pay any benefits under the terms of this rider if we determine that at the time of issue, any of the following Rider Exclusions applied:

- 1) Any Covered Person was confined to a Nursing Home, Assisted Living Facility, Hospital, Hospice Facility or any other similar facility during the Evaluation Period shown in the rider specifications.
- 2) Any Covered Person has been diagnosed with a Terminal Illness prior to the Rider Issue Date.

5. GMDB Benefit Base Bonus

The GMDB Benefit Base Bonus is an amount that will be added to the GMDB Benefit Base on the Rider Issue Date. The GMDB Benefit Base Bonus is calculated by multiplying the Accumulation Value on the Rider Issue Date by the GMDB Benefit Base Bonus Percentage, shown in the rider specifications.

6. Maximum GMDB Benefit Base

The GMDB Benefit Base may never exceed the Maximum GMDB Benefit Base. On or before the Rider Exercise Date, the Maximum GMDB Benefit Base equals:

$$(A - B) \times C$$

Where,

- A = Cumulative Premium plus any Premium Bonus plus any GMDB Benefit Base Bonus
- B = cumulative Gross Withdrawals prior to the Rider Exercise Date
- C = the Maximum GMDB Benefit Base Percentage (shown on the rider specifications).

The Maximum GMDB Benefit Base is not recalculated after the Rider Exercise Date.

7. Roll-Up Feature

The GMDB Roll-Up feature has the potential to increase your GMDB Benefit Base. The GMDB Roll-Up Rate for each year of the initial Roll-Up Period is shown in Section 9. The GMDB Roll-Up feature is not available after the earlier of the Rider Exercise Date and the conclusion of the final Roll-Up Period. See the Guaranteed Minimum Death Benefit Method shown in the rider specifications for how this feature is used in the calculation of the GMDB Benefit Base.

At the end of each Roll-Up Period, prior to the Rider Exercise Date, the Owner may elect to begin a new Roll-Up Period ("Roll-Up Restart"). Election of a Roll-Up Restart will be effective for all attached Rider Components. The GMDB Roll-Up Rates applicable for each subsequent Roll-Up Period will be declared prior to the start of the new Roll-Up Period, but they will never be lower than the Guaranteed Minimum GMDB Roll-Up Rate shown in the rider specifications. The Rider Fee Percentage may change on restart but will never exceed the Maximum Rider Fee Percentage shown on the Component Rider Specifications. The new Roll-Up Period will be the same duration as the most recently concluded Roll-Up Period. The number of Roll-Up Restarts is limited to the Maximum Roll-Up Restarts shown in the Component Rider Specifications.

If the Owner does not elect to restart the Roll-Up Period, the GMDB Roll-Up feature will cease and no future restarts will be permitted.

8. Termination of Rider

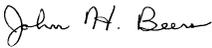
The following events will result in termination without value of this Rider Component only:

1. the GMDB Benefit Base is reduced to zero;
- Or
2. the Accumulation Value is reduced below the Minimum Remaining Accumulation Value.

Any of the following events will result in termination of all attached Rider Components without value:

1. the date there is a change in any Covered Person;
2. the date of commencement of annuity payments under an annuity payment option as described in the base contract;
3. the date the contract, to which the rider is attached, terminates;
4. the date of death of any Covered Person under the Single Life Option, or the date of death of the surviving Covered Person under the Spousal Life Option;
5. the date you assign your interests in the contract to which this rider is attached;
6. the date you assign any rights or interest in this rider to anyone without our prior written approval;
7. the date any death benefit is paid under the contract to which this rider is attached;
8. the date the Owner elects, in writing, to terminate or cancel the rider on or after the Earliest Cancellation Date.

PHL Variable Insurance Company

[]
[Secretary]

9. Benefit Tables

GMDB Roll-Up Table

Rider Year	GMDB Roll-Up Rate %
[1	[10.00
2	20.00
3	30.00
4	40.00
5	50.00
6	60.00
7	70.00
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GMDB Benefit Base Factor Table

Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %	Rider Year	GMDB Benefit Base Factor %
1	100.00	41	100.00	81	100.00
2	100.00	42	100.00	82	100.00
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6	100.00	46	100.00	86	100.00
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9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
27	100.00	67	100.00		
28	100.00	68	100.00		
29	100.00	69	100.00		
30	100.00	70	100.00		
31	100.00	71	100.00		
32	100.00	72	100.00		
33	100.00	73	100.00		
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36	100.00	76	100.00		
37	100.00	77	100.00		
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GMDB Termination Factor Table

Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %	Rider Year	GMDB Termination Factor %
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8	100.00	48	100.00	88	100.00
9	100.00	49	100.00	89	100.00
10	100.00	50	100.00	90	100.00
11	100.00	51	100.00	91	100.00
12	100.00	52	100.00	92	100.00
13	100.00	53	100.00	93	100.00
14	100.00	54	100.00	94	100.00
15	100.00	55	100.00	95	100.00
16	100.00	56	100.00	96	100.00
17	100.00	57	100.00	97	100.00
18	100.00	58	100.00	98	100.00
19	100.00	59	100.00	99	100.00
20	100.00	60	100.00	100	100.00
21	100.00	61	100.00	101	100.00
22	100.00	62	100.00	102	100.00
23	100.00	63	100.00	103	100.00
24	100.00	64	100.00	104	100.00
25	100.00	65	100.00	105]	100.00]
26	100.00	66	100.00		
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32	100.00	72	100.00		
33	100.00	73	100.00		
34	100.00	74	100.00		
35	100.00	75	100.00		
36	100.00	76	100.00		
37	100.00	77	100.00		
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