

SERFF Tracking Number: HARL-128004540 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
Company Tracking Number: IPD LA-MDV-12
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: May 2012 HPRM3 Enhancements LA
Project Name/Number: May 2012 HPRM3 Enhancements LA/LA-MDV-12

Filing at a Glance

Company: Hartford Life and Annuity Insurance Company

Product Name: May 2012 HPRM3 SERFF Tr Num: HARL-128004540 State: Arkansas

Enhancements LA

TOI: A03I Individual Annuities - Deferred SERFF Status: Closed-Approved- State Tr Num:
Variable Closed

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: IPD LA-MDV-12

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Kenneth Bach, Ginger

Disposition Date: 02/21/2012

Morgan, Jennifer Logee, Kathleen

Schwartz

Date Submitted: 02/10/2012

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: May 2012 HPRM3 Enhancements LA

Status of Filing in Domicile: Pending

Project Number: LA-MDV-12

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 02/21/2012

State Status Changed: 02/21/2012

Deemer Date:

Created By: Jennifer Logee

Submitted By: Jennifer Logee

Corresponding Filing Tracking Number:

Filing Description:

Attached are Individual Variable Annuity policy forms for your review and approval. These forms are new and do not replace any previously approved forms. These new forms described below will be used with our previously approved Individual Variable Annuity Contracts and related forms.

The policy forms listed below will be used with the following Individual Variable Annuity Contracts:

LA-VA03 approved by your state on 01/21/2003.

SERFF Tracking Number: HARL-128004540 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
Company Tracking Number: IPD LA-MDV-12
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: May 2012 HPRM3 Enhancements LA
Project Name/Number: May 2012 HPRM3 Enhancements LA/LA-MDV-12

LA-ASHARE03 approved by your state on 01/29/2003.

LA-NCDSC03 approved by your state on 02/20/2003.

Please note that except for the form numbers and Company reference these forms are identical to the forms that we are submitting concurrently via a separate filing for the Hartford Life Insurance Company.

Maximum Daily Value Death Benefit Rider LA-MDV-12

This is an optional death benefit rider which may be elected for an additional charge. This rider provides a death benefit payable before the Annuity Commencement Date of an amount equal to the greater of the Maximum Daily Value or premium payments adjusted for partial surrenders and/or transfers to other account(s) upon the death of any Owner or Annuitant. While this new rider is similar to the recently approved version, the key difference is that it has been revised to reflect daily benefit calculations.

Guaranteed Minimum Withdrawal Benefit Plus Rider M (Single Life) LA-GMWBSPM-12 and

Guaranteed Minimum Withdrawal Benefit Plus Rider M (Joint Life/Spousal) LA-GMWBJPM-12

These are optional riders which may be elected for an additional charge. They provide lifetime guaranteed minimum withdrawal benefits with possible Market based steps and a Deferral Bonus. We intend to offer both a "single life" and "joint life" version. While these new riders are similar to the recently approved versions, the key difference is that they have been revised to reflect periodic valuations instead of annual.

The forms described above will be used for both qualified and non-qualified markets and will be sold by professional, licensed agents in connection with retirement planning.

Guaranteed Minimum Withdrawal Benefit Endorsement LA-GMWBE-12

This endorsement is intended to be issued with approved policy forms offering the Joint Life/Spousal option. This endorsement provides the condition for a non-natural custodial Contract Owner to designate Annuitant's spouse as a Covered Life without naming that spouse as a Beneficiary. This endorsement will be used for qualified markets and will be sold by professional, licensed agents in connection with retirement planning.

The bracketed items are variable and may be modified on a non-discriminatory basis. A Statement of Variables describing the bracketing parameters has been enclosed for each form.

Request for Variable Annuity: A-HPRM3-12(CW) and

Request for Variable Annuity: A-HPRM3-W-12(CW)

These are the Individual Variable Annuity applications that will be used in connection with the above mentioned policy forms.

We have enclosed Actuarial Memorandums which provide additional information for each of the above policy forms.

SERFF Tracking Number: HARL-128004540 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
 Company Tracking Number: IPD LA-MDV-12
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: May 2012 HPRM3 Enhancements LA
 Project Name/Number: May 2012 HPRM3 Enhancements LA/LA-MDV-12

Since these forms will be used with SEC registered product(s) we believe they are exempt from the language simplification requirements of your state. Unless otherwise informed, we reserve the right to alter the layout, format, color and typeface of these forms.

Your review of this submission is appreciated. Please feel free to contact me with any questions you may have.

Sincerely,

Jennifer Logee
 Compliance Consultant
 Annuity Compliance
 (860) 843-5972
 Jennifer.Logee@thehartford.com

Company and Contact

Filing Contact Information

Jennifer Logee, Sr. Contract Specialist jennifer.logee@thehartford.com
 200 Hopmeadow St 860-843-5972 [Phone]
 Simsbury, CT 06089

Filing Company Information

Hartford Life and Annuity Insurance Company	CoCode: 71153	State of Domicile: Connecticut
200 Hopmeadow Street	Group Code: 91	Company Type: Life
Simsbury, CT 06089	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 39-1052598	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$200.00
Retaliatory?	No
Fee Explanation:	AR fee of \$50 per form (4) = \$200
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
---------	--------	----------------	---------------

SERFF Tracking Number: HARL-128004540 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
Company Tracking Number: IPD LA-MDV-12
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: May 2012 HPRM3 Enhancements LA
Project Name/Number: May 2012 HPRM3 Enhancements LA/LA-MDV-12
Hartford Life and Annuity Insurance Company \$200.00 02/10/2012 56242766

SERFF Tracking Number: HARL-128004540 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
Company Tracking Number: IPD LA-MDV-12
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: May 2012 HPRM3 Enhancements LA
Project Name/Number: May 2012 HPRM3 Enhancements LA/LA-MDV-12

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/21/2012	02/21/2012

SERFF Tracking Number: *HARL-128004540* *State:* *Arkansas*
Filing Company: *Hartford Life and Annuity Insurance Company* *State Tracking Number:*
Company Tracking Number: *IPD LA-MDV-12*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *May 2012 HPRM3 Enhancements LA*
Project Name/Number: *May 2012 HPRM3 Enhancements LA/LA-MDV-12*

Disposition

Disposition Date: 02/21/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HARL-128004540 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
 Company Tracking Number: IPD LA-MDV-12
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: May 2012 HPRM3 Enhancements LA
 Project Name/Number: May 2012 HPRM3 Enhancements LA/LA-MDV-12

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statements of Variability		Yes
Form	MAXIMUM DAILY VALUE DEATH BENEFIT RIDER		Yes
Form	GUARANTEED MINIMUM WITHDRAWAL BENEFIT PLUS RIDER M		Yes
Form	GUARANTEED MINIMUM WITHDRAWAL BENEFIT PLUS RIDER M		Yes
Form	Guaranteed Minimum Withdrawal Benefit Endorsement		Yes

SERFF Tracking Number: HARL-128004540 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
 Company Tracking Number: IPD LA-MDV-12
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: May 2012 HPRM3 Enhancements LA
 Project Name/Number: May 2012 HPRM3 Enhancements LA/LA-MDV-12

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	LA-MDV-12	Policy/Cont	MAXIMUM DAILY ract/Fratern al VALUE DEATH BENEFIT RIDER Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	LA-MDV-12.pdf
	LA-GMWB JPM-12	Policy/Cont	GUARANTEED ract/Fratern al MINIMUM WITHDRAWAL Certificate: BENEFIT PLUS Amendmen RIDER M t, Insert Page, Endorseme nt or Rider	Initial		0.000	LA-GMWB JPM-12.pdf
	LA-GMWB SPM-12	Policy/Cont	GUARANTEED ract/Fratern al MINIMUM WITHDRAWAL Certificate: BENEFIT PLUS Amendmen RIDER M t, Insert Page, Endorseme nt or Rider	Initial		0.000	LA-GMWB SPM-12.pdf
	LA-GMWBE-12	Policy/Cont	Guaranteed ract/Fratern al Minimum Withdrawal Benefit Endorsement Certificate:	Initial		0.000	LA-GMWBE-12.pdf

SERFF Tracking Number: HARL-128004540 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
Company Tracking Number: IPD LA-MDV-12
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: May 2012 HPRM3 Enhancements LA
Project Name/Number: May 2012 HPRM3 Enhancements LA/LA-MDV-12
Amendmen
t, Insert
Page,
Endorseme
nt or Rider



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

MAXIMUM DAILY VALUE DEATH BENEFIT RIDER

This rider is issued as part of the Contract to which it is attached, and is effective on the date it is issued to You. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract.

This rider provides a Guaranteed Minimum Death Benefit that replaces the standard death benefit provided in the Contract. The determination of the Guaranteed Minimum Death Benefit and how it can change are described in the other sections of this rider.

DEFINITIONS

Initial capitalized terms used that are not defined in this rider shall have the same meaning as those in Your Contract.

Contract Value - The total value of the Sub-Account(s) and Fixed Account, if applicable, prior to the deduction of any applicable Rider Charge.

Maximum Daily Value - If You elect this rider on the Contract Issue Date, then Your initial Maximum Daily Value is equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Maximum Daily Value is equal to Your Contract Value as of the Rider Effective Date. Your Maximum Daily Value may increase or decrease as described in this rider.

Other Account(s) - Any investment vehicle(s) offered and authorized by Us that We designate by rider from time to time. This excludes the Sub-Account(s) and Fixed Account, if applicable.

Partial Surrender - Any withdrawal of a portion of the Contract Value which may be subject to charges, if applicable.

Partial Surrender Limit - An amount used to determine the change in the Maximum Daily Value and Return of Premium following a Partial Surrender in any Contract Year.

Premium Payment - The total amount of the initial and subsequent Premium Payments deposited into the Sub-Account(s) and Fixed Account, if applicable, including transfers from Other Account(s). Our approval is required for any subsequent Premium Payment received after the [1st] Contract Anniversary after the Rider Effective Date, excluding transfers from Other Account(s).

Return of Premium - If You elect this rider on the Contract Issue Date, then Your initial Return of Premium is equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Return of Premium is equal to Your Contract Value as of the Rider Effective Date. Your Return of Premium may increase or decrease as described in this rider.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Transfer Limit - An amount that may be allocated by Transfers to Other Account(s) in any Contract Year.

The following replaces the “**Death Benefit Before the Annuity Commencement Date**” section of Your Contract:

The Guaranteed Minimum Death Benefit before the Annuity Commencement Date and upon Our receipt of Due Proof of Death is equal to the greater of the amounts determined in a) or b) or c) below:

- a) Return of Premium;
- b) Maximum Daily Value; or
- c) The Contract Value, minus the Premium Based Charge, if applicable.

MAXIMUM DAILY VALUE

Prior to the earlier of (1) the date of death or (2) the oldest Owner or Annuitant's [81st] birthday, the Maximum Daily Value is equal to the greater of (A) or (B) where:

- A = Your Maximum Daily Value as of the prior Valuation Day.
- B = Your Contract Value, prior to the deduction of any applicable Rider Charge.

Following the oldest Owner or Annuitant's [81st] birthday, the Maximum Daily Value is equal to (A) as defined above and is adjusted for subsequent Premium Payments, Transfers to/from Other Account(s), and Partial Surrenders as described in this rider.

SUBSEQUENT PREMIUM PAYMENTS AND TRANSFERS FROM OTHER ACCOUNT(S)

Your Return of Premium and Maximum Daily Value may be increased by the dollar amount of the following transactions:

- (a) A Subsequent Premium Payment;
- (b) A Transfer from Other Account.

PARTIAL SURRENDER LIMIT

The Partial Surrender Limit set at each Contract Anniversary will equal (A) one Lifetime Benefit Payment or Threshold Payment as applicable and as described in the guaranteed minimum withdrawal benefit rider that is attached to this Contract, or (B) [0%] of the greater of (i) Return of Premium or (ii) Maximum Daily Value if no such guaranteed minimum withdrawal benefit rider is attached to this Contract. The Partial Surrender Limit may also be reset on Spousal Continuation and Ownership Changes.

TRANSFER LIMIT

The Transfer Limit is set at each Contract Anniversary to equal [5%] of the greater of (a) Return of Premium or (b) Maximum Daily Value. The Transfer Limit may also be reset on Spousal Continuation and Ownership Changes.

PARTIAL SURRENDERS

Your Return of Premium and Maximum Daily Value may be reduced by Partial Surrenders based on the circumstances described below:

1. For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Partial Surrender Limit Your Return of Premium and Maximum Daily Value each will be reduced on a dollar-for-dollar basis.
2. For any Partial Surrender that first causes cumulative Partial Surrenders during the Contract Year to exceed the Partial Surrender Limit Your Return of Premium and Maximum Daily Value each will be reduced by the dollar amount of the Partial Surrender that does not exceed the Partial Surrender Limit. Subsequently, Your Return of Premium and Maximum Daily Value each will be reduced for the portion of the Partial Surrender that exceeds the Partial Surrender Limit by the following factor:

$1 - (A/(B-C))$ where:

A = The amount of the Partial Surrender during the Contract Year in excess of the Partial Surrender Limit, as applicable;

B = Contract Value immediately prior to the Partial Surrender; and

C = The Partial Surrender Limit less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

3. For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Partial Surrender Limit, We will reduce Your Return of Premium and Maximum Daily Value each by the following factor:

$1 - (A/B)$ where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

4. Any remaining available Partial Surrender Limit during a Contract Year may not be carried over to future Contract Years.

TRANSFERS TO OTHER ACCOUNT(S)

1. For cumulative Transfer(s) to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Return of Premium, and Maximum Daily Value, will be reduced on a dollar-for-dollar basis.
2. For any Transfer to Other Account(s) that first causes the cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, Your Return of Premium and Maximum Daily Value each will be reduced by the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. Subsequently, Your Return of Premium and Maximum Daily Value each are adjusted for the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer(s) to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfer(s) to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

3. For any additional Transfers to Other Account(s) in a Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce the Return of Premium and Maximum Daily Value each by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

5. Any remaining available Transfer Limit during a Contract Year may not be carried over to future Contract Years.

SPOUSAL CONTINUATION

If the spouse continues the Contract under the "Spouse Beneficiary" provision of the Contract, if eligible, We will increase the Contract Value to the Guaranteed Minimum Death Benefit value as of the Valuation Day We receive Due Proof of Death according to the future contribution allocation then in effect. The surviving spouse becomes the new Contract Owner on the effective Valuation Day of the Spousal Continuation. This right may be exercised only once during the term of the Contract.

The following are the effects of an Ownership Change due to Spousal Continuation:

1. If the age of the new Owner is less than or equal to age [75] at the time of the Spousal Continuation, then either a) or b) will apply as follows:
 - a) If this rider is not currently available for sale We will terminate this rider and the Guaranteed Minimum Death Benefit thereafter will be equal to the Contract Value, minus Premium Based Charge, if applicable. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider at the Rider Charge that is then currently being assessed for new sales of the rider. The Return of Premium and Maximum Daily Value will be recalculated to equal the Contract Value on the effective Valuation Day of the Spousal Continuation.
2. If the age of the new owner is greater than age [75] on the effective Valuation Day of the Spousal Continuation, We will terminate this rider and the Guaranteed Minimum Death Benefit thereafter will be equal to the Contract Value minus Premium Based Charge, if applicable. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

OWNERSHIP CHANGE

Any Contract change before the Annuity Commencement Date which causes a change in the ownership may result in the recalculation of the benefits provided under this rider.

The following are the effects of a change in ownership:

If the age of the oldest new Owner(s) after the Ownership Change is less than or equal to the issue age limitation of the rider in effect at the time of the Ownership Change, the below options apply as follows:

1. Ownership Changes within the first [6] months from the Contract Issue Date will not cause a recalculation of the benefits under this Rider.
2. Ownership changes after the first [6] months from the Contract Issue Date will cause a recalculation of the benefits under either (a) or (b):
 - a) If this rider is not currently available for sale, We will terminate this rider and the Guaranteed Minimum Death Benefit thereafter will be equal to the Contract Value, minus Premium Based Charge, if applicable. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the existing rider at the Rider Charge that is currently being assessed for new sales of the rider. The Return of Premium will be recalculated to equal the lesser of the Contract Value or the Return of Premium as of the Valuation Day prior to the Ownership Change. The Maximum Daily Value will be recalculated to equal the lesser of the Contract Value or Maximum Daily Value as of the Valuation Day prior to the Ownership Change.
3. We reserve the right to apply Investment Restrictions then in effect in the case of an Ownership change after [6] months from the rider effective date. Such restriction may also require that You reallocate Sub-account(s) or Fixed Account, if available, in accordance with then prevailing Investment Restrictions.

If the age of the oldest new Owner(s) after the Ownership Change is greater than the issue age limitation of the rider in effect at the time of the Ownership Change, We will terminate this rider. The Guaranteed Minimum Death Benefit thereafter will be equal to the Contract Value. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
7. Notwithstanding anything to the contrary within Your Contract, You must obtain Our prior approval to make any Premium Payments after the [1st] Contract Anniversary after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

REVOCACTION/TERMINATION OF THE DEATH BENEFIT

You may not revoke this rider once elected except by any Company sponsored conversion program that we may choose to offer on a non-discriminatory basis. We may terminate this rider as provided under the following provisions of this rider: Spousal Continuation; Ownership Change; Assignment and Investment Restrictions. If We terminate this rider, it cannot be re-elected by You.

The benefits under this rider cannot be directly or indirectly assigned, collateralized, pledged or securitized in any way. Any such actions will terminate this rider.

On the date this rider is terminated, a prorated share of the Rider Charge will be assessed, and will no longer be assessed thereafter.

POST ISSUE ELECTION

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year. We reserve the right to make this benefit available through a Company sponsored conversion program.

CONTRACT AGGREGATION

For purposes of determining the Guaranteed Minimum Death Benefit limits of this rider, We reserve the right to treat as one all deferred variable annuity contracts issued by Us (or Our affiliates) where You have elected any similar optional death benefit rider. If We elect to aggregate contracts, We will change the period over which We measure Surrenders against the Guaranteed Minimum Death Benefit.

RIDER CHARGE

The Rider Charge will never exceed maximum Rider Charge of [1.50%]. The Rider Charge will be assessed on each Contract Anniversary based on the greater of (a) Return of Premium or (b) Maximum Daily Value as described in this rider. The Rider Charge will be deducted on each Contract Anniversary on a prorated basis from the Sub-Account(s).

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the Rider Effective Date and the next Contract Anniversary.

In the case of Full Surrender Prior to the Annuity Commencement Date on any Valuation Day other than the Contract Anniversary, or in the case that this rider is revoked or terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from the amount otherwise payable. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the greater of (a) Return of Premium component as described in this rider or (b) Maximum Daily Value component as described in this rider prior to the Surrender, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon attainment of the Annuity Commencement Date or after the Valuation Day the rider is no longer effective. No Rider Charge will be assessed upon the death of a Contract Owner or Annuitant.

Signed for **Hartford Life and Annuity Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT PLUS RIDER M
(Joint Life/Spousal)**

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides lifetime guaranteed minimum withdrawal benefits with possible Market Based Steps and a Deferral Bonus to the Payment Base. If this rider is terminated or revoked, the provisions of the Contract to which it is attached or any optional rider still in effect prevail.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Anniversary Payment Base – The value on any Contract Anniversary during the Deferral Bonus Period used to determine if a reset to the Payment Base will occur.

Covered Life - The Annuitant and the Annuitant's spouse (provided the spouse is a Contract Owner, a joint Contract Owner or the sole primary Beneficiary who is eligible for spousal continuation). We reserve the right to allow the designation of the Annuitant's spouse as a Covered Life without being Contract Owner, a joint Contract Owner or the sole primary Beneficiary provided that the non-natural custodial Contract Owner may elect spousal continuation on behalf of the Annuitant's spouse.

Deferral Bonus - A percentage of the Deferral Bonus Base that We add to Your Anniversary Payment Base on each Contract Anniversary during the effective Deferral Bonus Period.

Deferral Bonus Base – The basis for determining the Deferral Bonus.

Deferral Bonus Period – The Deferral Bonus Period starts on the Rider Effective Date. The Deferral Bonus Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, (b) the Valuation Day that You take Your first Partial Surrender (including Your first Lifetime Benefit Payment or Threshold Payment); or (c) the Valuation Day that You first transfer any Contract Value to Other Account(s) in excess of the Transfer Limit. Once the Deferral Bonus Period ends, it cannot be re-started.

Lifetime Benefit Payment - On or after the Lifetime Income Eligibility Date, an amount that may be taken by Partial Surrender(s) during any Contract Year.

Lifetime Income Eligibility Date - The Valuation Day when the youngest Covered Life has an attained age of [59 1/2].

Market Based Step – A potential increase to Your Payment Base that occurs when (A) Your Contract Value on any Modal Valuation Day, prior to the deduction of any applicable Rider Charge, is greater than the Payment Base as of the prior Valuation Day and (B) a Deferral Bonus does not apply.

Maximum Rider Issue Age – The Maximum Rider Issue Age is [81].

Modal Payment Base Cap – The maximum percentage, applied at the periodic frequency, that the Payment Base may be increased due to a Market Based Step on any Modal Valuation Day is [Not Applicable].

Modal Valuation Day – Any periodic Valuation Day that we compare Your Contract Value and Your Payment Base for the purposes of determining if a Market Based Step occurs.

Other Account(s) - Any investment vehicle(s) offered and authorized by Us that We designate by rider from time-to-time. Other Account(s) excludes the Sub-Account(s) and Fixed Account, if applicable.

Partial Surrender - Any withdrawal of a portion of Your Contract Value which may be subject to charges, if applicable.

Payment Base - The basis for determining the Threshold Payment, Lifetime Benefit Payment, Transfer Limit, and Rider Charge.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Rider Maturity Date - The last to occur of the following: (a) the Valuation Day that We receive Due Proof of Death of both the Annuitant and the Annuitant's spouse; (b) the election of a Death Benefit option that does not continue this Contract; or (c) the Annuity Commencement Date.

Threshold Payment – Prior to the Lifetime Income Eligibility Date, an amount that may be taken by Partial Surrender(s) during any Contract Year.

Transfer Limit – An amount that may be allocated by Transfer to Other Account(s) in any Contract Year.

Withdrawal Percentage – The percentage used to determine the Lifetime Benefit Payment and Transfer Limit.

MODAL VALUATION DAY

The Modal Valuation Day will occur [on a daily basis]. In the event that the Modal Valuation Day occurs on a non-Valuation Day, the following Valuation Day will be considered the Modal Valuation Day.

WITHDRAWAL PERCENTAGE

Your Withdrawal Percentage is set based on the attained age of the youngest Covered Life based on the following schedule:

Youngest Covered Life's Attained Age (Age Band)	Withdrawal Percentage
[59 ½ - 64	[4%
65 – 84	5%
85+]	6%]

The Withdrawal Percentage will be set at the later of Your first Partial Surrender or Your Lifetime Income Eligibility Date based on the attained age of the youngest Covered Life. The Withdrawal Percentage may increase based on the current attained age of the youngest Covered Life provided there is a Market Based Step and a new age band has been reached.

PAYMENT BASE AND ANNIVERSARY PAYMENT BASE

If You elect this rider on the Contract Issue Date, then Your initial Payment Base and Your initial Anniversary Payment Base are each equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Payment Base and Your initial Anniversary Payment Base are each equal to Your Contract Value as of the Rider Effective Date. Your Payment Base and Your Anniversary Payment Base are each calculated without deduction for sales charges, if any.

Your Payment Base may be reset each Modal Valuation Day following the Rider Effective Date and ending upon and including the Modal] Valuation Day concurrent with or immediately following the first to occur of any Owner's or oldest Covered Life's [90th] birthday. The reset is equal to the greater of (A) or (B) subject to a maximum (C) where:

- A = Your Payment Base as of the prior Valuation Day.
- B = Your Contract Value, prior to the deduction of any applicable Rider Charge.
- C = Your Payment Base as of the prior Valuation Day times the sum of 100% plus the Modal Payment Base Cap, if applicable.

When the Modal Valuation Day occurs on the Contract Anniversary, the reset is equal to the greater of (A) or (B) subject to a maximum (C) defined above, or the sum of (D) plus (E) where:

- D = Your Anniversary Payment Base as of the prior Valuation Day.
- E = The Deferral Bonus, if applicable.

Your Anniversary Payment Base may be reset each Contract Anniversary subsequent to the Rider Effective Date and ending upon and including the Contract Anniversary immediately following the first to occur of any Owner's or oldest Covered Life's [90th] birthday. Upon any reset, the Anniversary Payment Base will equal the greater of the Payment Base or the Anniversary Payment Base as of the prior Valuation Day.

DEFERRAL BONUS

On each Contract Anniversary during the effective Deferral Bonus Period, We may apply a Deferral Bonus to Your Payment Base. The Deferral Bonus will equal a percentage of the Deferral Bonus Base, as of the Valuation Day prior to each Contract Anniversary during the effective Deferral Bonus Period. If You elect this rider after Your Contract Issue Date, the Deferral Bonus on the first Contract Anniversary following the Rider Effective Date will be prorated for the number of days of the Contract Year since Your election.

The Deferral Bonus percents applicable to your Contract are described in the table below.

Anniversary following the Rider Effective Date	Deferral Bonus Percent
[1 st]	[6%]
[2 nd]	[6%]
[3 rd]	[6%]
[4 th]	[6%]
[5 th]	[6%]
[6 th]	[6%]
[7 th]	[6%]
[8 th]	[6%]
[9 th]	[6%]
[10 th]	[6%]

[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]

If You elect this rider on the Contract Issue Date, then Your initial Deferral Bonus Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Deferral Bonus Base is Your Contract Value as of the Rider Effective Date. Your Deferral Bonus Base is calculated without deduction for sales charges, if any.

Your Deferral Bonus Base may be reset on each Contract Anniversary during the effective Deferral Bonus Period to equal the Payment Base provided that the Payment Base value is greater than the sum of (a) and (b) where:

- (a) = The Anniversary Payment Base as of the prior Valuation Day.
- (b) = The Deferral Bonus.

SUBSEQUENT PREMIUM PAYMENTS AND TRANSFERS FROM OTHER ACCOUNT(S)

Your Payment Base, Anniversary Payment Base and Deferral Bonus Base may be increased by the dollar amount of the following transactions:

- a) A Subsequent Premium Payment.
- b) A Transfer from Other Account(s).

The Deferral Bonus Base will not increase if the Deferral Bonus Period has ended. In no event shall Your Payment Base, Anniversary Payment Base or Deferral Bonus Base exceed [\$5,000,000].

LIFETIME BENEFIT PAYMENT

Upon the later of Your Lifetime Income Eligibility Date or Your first Partial Surrender, Your Lifetime Benefit Payment is equal to Your applicable Withdrawal Percentage multiplied by Your then current Payment Base.

Your Lifetime Benefit Payment prior to the Rider Maturity Date may reset upon any of the following events provided that such event does not cause the Payment Base to exceed [\$5,000,000]:

- a) Contract Anniversary;
- b) Market Based Step on or after a birthday when the youngest Covered Life has attained an age that results in a new age band;
- c) A subsequent Premium Payment is made;
- d) A Transfer from Other Account(s) is made;
- e) A Partial Surrender exceeds the Lifetime Benefit Payment on a cumulative basis;
- f) A Transfer to Other Account(s) exceeds the Transfer Limit on a cumulative basis; or
- g) A change in a Covered Life or Spousal Continuation.

If Your Lifetime Benefit Payment exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Benefit Payment.

Any Lifetime Benefit Payment amount remaining at the end of a Contract Year may not be carried over to future Contract Years.

THRESHOLD PAYMENT

Upon Your first Partial Surrender prior to the Lifetime Income Eligibility Date, Your Threshold Payment is equal to [4%] multiplied by Your then current Payment Base.

Your Threshold Payment will be set on Your Rider Effective Date and may thereafter reset based upon any or all of the following events, provided that such event does not cause the Payment Base to exceed [\$5,000,000]:

- a) Contract Anniversary;
- b) A subsequent Premium Payment is made;
- c) A Transfer from Other Account(s) is made;
- d) A Partial Surrender exceeds the Threshold Payment on a cumulative basis;
- e) A Transfer to Other Account(s) exceeds the Transfer Limit on a cumulative basis; or
- f) A change in a Covered Life or Spousal Continuation.

If Your Threshold Payment exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Threshold Payment.

Your Threshold Payment will cease on the Lifetime Income Eligibility Date upon which Lifetime Benefit Payments will be available to You.

Any Threshold Payment amount remaining at the end of a Contract Year may not be carried over to future Contract Years.

TRANSFER LIMIT

The Transfer Limit is used to determine the change in the Payment Base, Anniversary Payment Base and Deferral Bonus Base upon a Transfer to Other Account(s) in any Contract Year. The Transfer Limit will equal Your applicable Withdrawal Percentage multiplied by Your then current Payment Base. The terms of this rider shall prevail in the event of a conflict between the terms of this rider and any other concurrent rider with respect to the Transfer Limit.

Your Transfer Limit will be set and reset upon the following events, provided that such event does not cause the Payment Base to exceed [\$5,000,000]:

- a) Rider Effective Date
- b) Contract Anniversary;
- c) A subsequent Premium Payment is made;
- d) A Transfer from Other Account(s) is made;
- e) A Transfer to Other Account(s) that exceeds the Transfer Limit on a cumulative basis;
- f) A Partial Surrender that exceeds the Lifetime Benefit Payment or Threshold Payment, as applicable, on a cumulative basis;
- g) Market Based Step on or after the birthday where the youngest Covered Life has attained an age that results in a new Age Band; or
- h) A change in a Covered Life or Spousal Continuation.

Any Transfer Limit amount remaining at the end of a Contract Year may not be carried over to future Contract Years.

PARTIAL SURRENDERS

Your Payment Base, Anniversary Payment Base and Deferral Bonus Base may be reduced by Partial Surrenders based on the circumstances described below:

1. Your first Partial Surrender will end the Deferral Bonus Period, if applicable.
2. Prior to the Lifetime Income Eligibility Date:
 - a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Threshold Payment, Your Payment Base and Anniversary Payment Base will be reduced on a dollar-for-dollar basis.
 - b) For any Partial Surrender that first causes cumulative Partial Surrenders during the Contract Year to exceed the Threshold Payment, Your Payment Base and Anniversary Payment Base each will be reduced by the dollar amount of the Partial Surrender that does not exceed the Threshold Payment. Then, Your Payment Base and Anniversary Payment Base each will be reduced for the portion of the Partial Surrender that exceeds the Threshold Payment by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender during the Contract Year in excess of the Threshold Payment;

B = Contract Value immediately prior to the Partial Surrender; and

C = The Threshold Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- c) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Threshold Payment, We will reduce Your Payment Base and Anniversary Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

3. After the Lifetime Income Eligibility Date:
 - a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Lifetime Benefit Payment, Your Payment Base and Anniversary Payment Base will not be reduced.
 - b) For cumulative Partial Surrenders during the Contract Year that exceed the Lifetime Benefit Payment that were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, Your Payment Base and Anniversary Payment Base will not be reduced.
 - c) For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Lifetime Benefit Payment, and the RMD exception above does not apply, We will reduce Your Payment Base and Anniversary Payment Base each by the following factor with respect to that portion of Your Partial Surrender that exceeds the current Lifetime Benefit Payment:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender(s) during the Contract Year in excess of the current Lifetime Benefit Payment;

B = Contract Value immediately prior to the Partial Surrender(s); and

C = The current Lifetime Benefit Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the current Lifetime Benefit Payment, We will reduce Your Payment Base and Anniversary Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender(s); and

B = Contract Value immediately prior to the Partial Surrender(s).

TRANSFERS TO OTHER ACCOUNT(S)

Your Payment Base, Anniversary Payment Base and Deferral Bonus Base may be reduced by Transfers to Other Accounts based on the circumstances described below:

- a) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base, Anniversary Payment Base and Deferral Bonus Base each will be reduced on a dollar-for-dollar basis.
- b) Any Transfer to Other Account(s) or cumulative Transfers to Other Account(s) in excess of the Transfer Limit will end the Deferral Bonus Period, if applicable.
- c) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, Your Payment Base and Anniversary Payment Base each will be reduced by the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. Then, Your Payment Base and Anniversary Payment Base each will be reduced for the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

SPOUSAL CONTINUATION

The benefits of this rider are available for the lifetimes of both the Annuitant and the Annuitant's spouse provided that the Annuitant's spouse elects to continue this Contract. The following are the effects of the surviving Covered Life continuing the Contract under the "Spouse Beneficiary" provision of the Contract, if applicable:

1. The surviving spouse becomes both the Contract Owner and the Annuitant upon spousal continuation. If this Contract is owned by a custodian, the surviving spouse becomes the Annuitant.
2. The surviving spouse may continue the Contract and We will continue this rider with respect to all benefits, at the Rider Charge currently in effect for the Contract.
3. The Payment Base, Anniversary Payment Base and the Deferral Bonus Base will each be set equal to the greater of (a) the Contract Value on the effective Valuation Day of the Spousal Continuation or (b) the applicable values as of the Valuation Day prior to the Spousal Continuation.
4. The Deferral Bonus feature will continue, if applicable.
5. The Deferral Bonus Period will not reset; the Deferral Bonus Period, if applicable, will continue uninterrupted.
6. The Lifetime Benefit Payment, Threshold Payment, if applicable; and the Transfer Limit will be recalculated on the continuation date and will be equal to the Payment Base as of the trade date of the spousal continuation multiplied by the Withdrawal Percentage. If after the above recalculations the new Lifetime Benefit Payment, Threshold Payment, as applicable, or Transfer Limit exceeds the sum of prior Partial Surrenders or Transfer(s) to Other Account(s) made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.
7. If there was a Partial Surrender since the Rider Effective Date, the Withdrawal Percentage will remain at the current percentage. If there has not been a Partial Surrender since the Rider Effective Date, the Withdrawal Percentage will be based on the attained age of the remaining Covered Life at the time of Spousal Continuation.
8. The Contract Owner may name a new Beneficiary. If this Contract is owned by a custodian, that custodian will be the Beneficiary.
9. This rider will terminate upon the death of the surviving Covered Life.

ANNUITANT OR ANNUITANT'S SPOUSE CHANGE

You may only name the Annuitant's spouse as Contingent Annuitant. If the Annuitant's spouse assumes the role of the Annuitant as the result of being the Contingent Annuitant at the time of the Annuitant's death, the benefits of this rider will continue uninterrupted until the death of the surviving spouse.

Should the Annuitant be changed because either We reserve the right to allow a one-time change in the Annuitant due to divorce and choose to exercise this right, the provisions of this rider are subject to the following:

If the Annuitant and the Annuitant's spouse are no longer married, for reasons other than death, then Covered Life Changes may occur, provided that no Owner or Covered Life is older than the Maximum Rider Issue Age upon such change, as follows:

- a) If Partial Surrender(s) have not been made, You may remove the former spouse as a Covered Life, and replace such spouse with the new spouse, if applicable. Upon making this change, the Covered Life will be reset as of the date of such change, and there will be no impact to the Payment Base and Deferral Bonus Base. The Withdrawal Percentage will be based on the youngest Covered Life. The Lifetime Benefit Payment, the Threshold Payment and the Transfer Limit, if applicable will be equal to the Withdrawal Percentage multiplied by the Payment Base as of the date of the Covered Life change.
- b) If Partial Surrender(s) have been made, then You may remove the former spouse as a Covered Life. Upon making this change, the Covered Life will be reset as of the date of such change, and there will be no impact to the Payment Base and Deferral Bonus Base. The Withdrawal Percentage will be based on the remaining Covered Life. The Lifetime Benefit Payment, the Threshold Payment and the Transfer Limit, if applicable will be equal to the Withdrawal Percentage multiplied by the Payment Base as of the date of the Covered Life change. The rider will terminate upon the death of the remaining Covered Life.

Any other change causes a change in the Covered Life, then We will terminate this Rider. The Rider Charge is assessed on termination date, and then will no longer be assessed.

If after the above resets, the new Lifetime Benefit Payment, Threshold Payment, as applicable, or Transfer Limit exceeds the sum of prior withdrawals or Transfers to Other Account(s) made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
8. Notwithstanding anything to the contrary within Your Contract, You must obtain Our prior approval to make any Premium Payments after the [1st] Contract Anniversary after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Contract minimum rule stated under Your Contract or (ii) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Surrender, Your Contract Value is reduced below an amount equal to the greater of either (x) the Contract minimum rule stated under Your Contract or (y) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, other investment option(s) approved by Us.
 - c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.
2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:
 - a) You will receive Your then current Lifetime Benefit Payment, which will be equal to Your Lifetime Benefit Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
 - b) Ongoing Lifetime Benefit Payments will no longer reduce Your Contract Value.
 - c) We will no longer accept subsequent Premium Payments or Transfer(s) from Other Account(s).
 - d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
 - e) Payment Base increases on each Contract Anniversary will no longer apply.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Surrenders within a Contract Year are requested in excess of the Lifetime Benefit Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCATION/TERMINATION

You may not revoke this rider except by any Company sponsored conversion program that we may choose to offer on a non-discriminatory basis. We may terminate this rider based on the following events or circumstances:

- (a) Upon the Rider Maturity Date;
- (b) You assign the Contract or any of Your rights;
- (c) You violate the Issuance Rules;
- (d) You violate the Investment Restrictions;
- (e) Your Contract Value falls below our Minimum Amount Rule;
- (f) You violate the terms of the Contract or any other rider;
- (g) You ask for Spousal Continuation in violation of the rider's restrictions;
- (h) There is a full surrender of your Contract; and/or
- (i) A death benefit becomes payable on Your Contract.

On the date this rider is revoked or terminated, a prorated Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (g) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

CONTRACT AGGREGATION

For purposes of determining the guaranteed benefits under this rider, We reserve the right to treat one or more deferred variable annuity contracts issued by Us (or Our affiliates) to You with this rider attached as one contract.

ISSUANCE RULES

This rider is not available if any Owner or any Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard annuitization rules or the payment of the Lifetime Benefit Payment may continue under the Joint and Last Survivor Life Annuity option. The Contract Value need not be below Our Minimum Amount Rules at the Annuity Commencement Date for the Contract Owner(s) to select the Joint and Last Survivor Life Annuity option.

ASSIGNMENT

Notwithstanding anything herein or within Your Contract possibly to the contrary, neither the Contract (including this rider) nor any of Your rights and benefits hereunder may be assigned, pledged or securitized.

RIDER CHARGE

The Rider Charge will never be less than the minimum Rider Charge of [0.50%] nor exceed the maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Contract Anniversary based on Your Payment Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s). Any increase or decrease in the Rider Charge is irrevocable and You may not decline the new Rider Charge

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the Rider Effective Date and the next Contract Anniversary.

If this rider is revoked or terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the Payment Base prior to the revocation or termination, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon any of the following events:

- (a) the Rider Maturity Date; or
- (b) the Annuity Commencement Date; or
- (c) upon the death of a Covered Life or Annuitant.

Signed for **Hartford Life and Annuity Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*

]



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

GUARANTEED MINIMUM WITHDRAWAL BENEFIT PLUS RIDER M (Single Life)

This rider is issued as part of the Contract to which it is attached, and is effective on the Rider Effective Date. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the Contract. This rider has no cash surrender value. This rider provides lifetime guaranteed minimum withdrawal benefits with possible Market Based Steps and a Deferral Bonus to the Payment Base. If this rider is terminated or revoked, the provisions of the Contract to which it is attached or any optional rider still in effect prevail.

DEFINITIONS

Initial capitalized terms that are not defined in this rider shall have the same meaning as those in Your Contract.

Anniversary Payment Base – The value on any Contract Anniversary during the Deferral Bonus Period used to determine if a reset to the Payment Base will occur.

Covered Life – The Annuitant and the lifetime over which the lifetime guaranteed minimum withdrawal benefits will be effective for.

Deferral Bonus – A percentage of the Deferral Bonus Base that We add to Your Anniversary Payment Base on each Contract Anniversary during the effective Deferral Bonus Period.

Deferral Bonus Base – The basis for determining the Deferral Bonus.

Deferral Bonus Period – The Deferral Bonus Period starts on the Rider Effective Date. The Deferral Bonus Period ends when the first of the following events occur: (a) [10th] Contract Anniversary from the Rider Effective Date, (b) the Valuation Day that You take Your first Partial Surrender (including Your first Lifetime Benefit Payment or Threshold Payment); or (c) the Valuation Day that You first transfer any Contract Value to Other Account(s) in excess of the Transfer Limit. Once the Deferral Bonus Period ends, it cannot be re-started.

Lifetime Benefit Payment – On or after the Lifetime Income Eligibility Date, an amount that may be taken by Partial Surrender(s) during any Contract Year.

Lifetime Income Eligibility Date – The Valuation Day when the Covered Life has an attained age of [59 1/2].

Market Based Step – A potential increase to Your Payment Base that occurs when (A) Your Contract Value on any Modal Valuation Day, prior to the deduction of any applicable Rider Charge, is greater than the Payment Base as of the prior Valuation Day and (B) a Deferral Bonus does not apply.

Maximum Rider Issue Age – The Maximum Rider Issue Age is [81].

Modal Payment Base Cap – The maximum percentage, applied at the periodic frequency, that the Payment Base may be increased due to a Market Based Step on any Modal Valuation Day is [Not Applicable].

Modal Valuation Day – Any periodic Valuation Day that we compare Your Contract Value and Your Payment Base for the purposes of determining if a Market Based Step occurs.

Other Account(s) – Any investment vehicle(s) offered and authorized by Us that We designate by rider from time-to-time. Other Account(s) excludes the Sub-Account(s) and Fixed Account, if applicable.

Partial Surrender – Any withdrawal of a portion of Your Contract Value which may be subject to charges, if applicable.

Payment Base – The basis for determining the Threshold Payment, Lifetime Benefit Payment, Transfer Limit, and Rider Charge.

Rider Effective Date – The later of the Contract Issue Date or the date that this rider becomes part of Your Contract.

Rider Maturity Date – The last to occur of the following: (a) the Valuation Day that We receive Due Proof of Death of the Annuitant; (b) the election of a Death Benefit option that does not continue this Contract; or (c) the Annuity Commencement Date.

Threshold Payment – Prior to the Lifetime Income Eligibility Date, an amount that may be taken by Partial Surrender(s) during any Contract Year.

Transfer Limit – An amount that may be allocated by Transfer to Other Account(s) in any Contract Year.

Withdrawal Percentage – The percentage used to determine the Lifetime Benefit Payment and Transfer Limit.

MODAL VALUATION DAY

The Modal Valuation Day will occur [on a daily basis]. In the event that the Modal Valuation Day occurs on a non-Valuation Day, the following Valuation Day will be considered the Modal Valuation Day.

WITHDRAWAL PERCENTAGE

Your Withdrawal Percentage is set based on the attained age of the Covered Life based on the following schedule:

Covered Life's Attained Age (Age Band)	Withdrawal Percentage
[59 ½ - 64	[4%
65 – 84	5%
85+]	6%]

The Withdrawal Percentage will be set at the later of Your first Partial Surrender or Your Lifetime Income Eligibility Date based on the attained age of the Covered Life. The Withdrawal Percentage may increase based on the current attained age of the Covered Life provided there is a Market Based Step and a new age band has been reached.

PAYMENT BASE AND ANNIVERSARY PAYMENT BASE

If You elect this rider on the Contract Issue Date, then Your initial Payment Base and Your initial Anniversary Payment Base are each equal to Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Payment Base and Your initial Anniversary Payment Base are each equal to Your Contract Value as of the Rider Effective Date. Your Payment Base and Your Anniversary Payment Base are each calculated without deduction for sales charges, if any.

Your Payment Base may be reset each Modal Valuation Day following the Rider Effective Date and ending upon and including the Modal Valuation Day concurrent with or immediately following the first to occur of any Owner's or the Covered Life's [90th] birthday. The reset is equal to the greater of (A) or (B) subject to a maximum (C) where:

- A = Your Payment Base as of the prior Valuation Day.
- B = Your Contract Value, prior to the deduction of any applicable Rider Charge.
- C = Your Payment Base as of the prior Valuation Day times the sum of 100% plus the Modal Payment Base Cap, if applicable.

When the Modal Valuation Day occurs on the Contract Anniversary, the reset is equal to the greater of (A) or (B) subject to a maximum (C) defined above, or the sum of (D) plus (E) where:

- D = Your Anniversary Payment Base as of the prior Valuation Day.
- E = The Deferral Bonus, if applicable.

Your Anniversary Payment Base may be reset each Contract Anniversary subsequent to the Rider Effective Date and ending upon and including the Contract Anniversary immediately following the first to occur of any Owner's or the Covered Life's [90th] birthday. Upon any reset, the Anniversary Payment Base will equal the greater of the Payment Base or the Anniversary Payment Base as of the prior Valuation Day.

DEFERRAL BONUS

On each Contract Anniversary during the effective Deferral Bonus Period, We may apply a Deferral Bonus to Your Payment Base. The Deferral Bonus will equal a percentage of the Deferral Bonus Base, as of the Valuation Day prior to each Contract Anniversary during the effective Deferral Bonus Period. If You elect this rider after Your Contract Issue Date, the Deferral Bonus on the first Contract Anniversary following the Rider Effective Date will be prorated for the number of days of the Contract Year since Your election.

The Deferral Bonus percents applicable to your Contract are described in the table below.

Anniversary following the Rider Effective Date	Deferral Bonus Percent
[1 st]	[6%]
[2 nd]	[6%]
[3 rd]	[6%]
[4 th]	[6%]
[5 th]	[6%]
[6 th]	[6%]
[7 th]	[6%]
[8 th]	[6%]
[9 th]	[6%]
[10 th]	[6%]

[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]

If You elect this rider on the Contract Issue Date, then Your initial Deferral Bonus Base is Your initial Premium Payment. If You elect this rider after the Contract Issue Date, then Your initial Deferral Bonus Base is Your Contract Value as of the Rider Effective Date. Your Deferral Bonus Base is calculated without deduction for sales charges, if any.

Your Deferral Bonus Base may be reset on each Contract Anniversary during the effective Deferral Bonus Period to equal the Payment Base provided that the Payment Base value is greater than the sum of (a) and (b) where:

- (a) = The Anniversary Payment Base as of the prior Valuation Day.
- (b) = The Deferral Bonus.

SUBSEQUENT PREMIUM PAYMENTS AND TRANSFERS FROM OTHER ACCOUNT(S)

Your Payment Base, Anniversary Payment Base and Deferral Bonus Base may be increased by the dollar amount of the following transactions:

- a) A Subsequent Premium Payment;
- b) A Transfer from Other Account(s).

The Deferral Bonus Base will not increase if the Deferral Bonus Period has ended. In no event shall Your Payment Base, Anniversary Payment Base or Deferral Bonus Base exceed [\$5,000,000].

LIFETIME BENEFIT PAYMENT

Upon the later of Your Lifetime Income Eligibility Date or Your first Partial Surrender, Your Lifetime Benefit Payment is equal to Your applicable Withdrawal Percentage multiplied by Your then current Payment Base.

Your Lifetime Benefit Payment prior to the Rider Maturity Date may reset upon any of the following events, provided that such event does not cause the Payment Base to exceed [\$5,000,000]:

- a) Contract Anniversary;
- b) Market Based Step on or after a birthday when the Covered Life has attained an age that results in a new age band;
- c) A subsequent Premium Payment is made;
- d) A Transfer from Other Account(s) is made;
- e) A Partial Surrender exceeds the Lifetime Benefit Payment on a cumulative basis;
- f) A Transfer to Other Account(s) exceeds the Transfer Limit on a cumulative basis; or
- g) A change in the Annuitant or Spousal Continuation.

If Your Lifetime Benefit Payment exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Lifetime Benefit Payment.

Any Lifetime Benefit Payment amount remaining at the end of a Contract Year may not be carried over to future Contract Years.

THRESHOLD PAYMENT

Upon Your first Partial Surrender prior to the Lifetime Income Eligibility Date, Your Threshold Payment is equal to [4%] multiplied by Your then current Payment Base.

Your Threshold Payment will be set on Your Rider Effective Date and may thereafter reset based upon any of the following events, provided that such event does not cause the Payment Base to exceed [\$5,000,000]:

- a) Contract Anniversary;
- b) A subsequent Premium Payment is made;
- c) A Transfer from Other Account(s) is made;
- d) A Partial Surrender exceeds the Threshold Payment on a cumulative basis;
- e) A Transfer to Other Account(s) exceeds the Transfer Limit on a cumulative basis; or
- f) A change in the Annuitant or Spousal Continuation.

If Your Threshold Payment exceeds Your Annual Withdrawal Amount, if applicable, We will waive applicable Contingent Deferred Sales Charges up to the amount of Your Threshold Payment.

Your Threshold Payment will cease on the Lifetime Income Eligibility Date upon which Lifetime Benefit Payments will be available to You.

Any Threshold Payment amount remaining at the end of a Contract Year may not be carried over to future Contract Years.

TRANSFER LIMIT

The Transfer Limit is used to determine the change in the Payment Base, Anniversary Payment Base and Deferral Bonus Base upon a Transfer to Other Account(s) in any Contract Year. The Transfer Limit will equal Your applicable Withdrawal Percentage multiplied by Your then current Payment Base. The terms of this rider shall prevail in the event of a conflict between the terms of this rider and any other concurrent rider with respect to the Transfer Limit.

Your Transfer Limit will be set and reset upon the following events, provided that such event does not cause the Payment Base to exceed [\$5,000,000]:

- a) Rider Effective Date;
- b) Contract Anniversary;
- c) A subsequent Premium Payment is made;
- d) A Transfer from Other Account(s) is made;
- e) A Transfer to Other Account(s) that exceeds the Transfer Limit on a cumulative basis;
- f) A Partial Surrender that exceeds the Lifetime Benefit Payment or Threshold Payment, as applicable, on a cumulative basis;
- g) Market Based Step on or after the birthday where the Covered Life has attained an age that results in a new Age Band; or
- h) Spousal Continuation.

Any Transfer Limit amount remaining at the end of a Contract Year may not be carried over to future Contract Years.

PARTIAL SURRENDERS

Your Payment Base, Anniversary Payment Base and Deferral Bonus Base may be reduced by Partial Surrenders based on the circumstances described below:

1. Your first Partial Surrender will end the Deferral Bonus Period, if applicable.
2. Prior to the Lifetime Income Eligibility Date:
 - a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Threshold Payment, Your Payment Base and Anniversary Payment Base will be reduced on a dollar-for-dollar basis.
 - b) For any Partial Surrender that first causes cumulative Partial Surrenders during the Contract Year to exceed the Threshold Payment, Your Payment Base and Anniversary Payment Base each will be reduced by the dollar amount of the Partial Surrender that does not exceed the Threshold Payment. Then, Your Payment Base and Anniversary Payment Base each will be reduced for the portion of the Partial Surrender that exceeds the Threshold Payment by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender during the Contract Year in excess of the Threshold Payment;

B = Contract Value immediately prior to the Partial Surrender; and

C = The Threshold Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- c) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the Threshold Payment, We will reduce Your Payment Base and Anniversary Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender; and

B = Contract Value immediately prior to the Partial Surrender.

3. After the Lifetime Income Eligibility Date:
 - a) For cumulative Partial Surrenders during each Contract Year that are equal to or less than the Lifetime Benefit Payment, Your Payment Base and Anniversary Payment Base will not be reduced.
 - b) For cumulative Partial Surrenders during the Contract Year that exceed the Lifetime Benefit Payment that were paid under Our automatic income program to satisfy the Required Minimum Distribution (RMD) requirements imposed by federal law, Your Payment Base and Anniversary Payment Base will not be reduced.
 - c) For any Partial Surrender that first causes the cumulative Partial Surrenders in a Contract Year to exceed the Lifetime Benefit Payment, and the RMD exception above does not apply, We will reduce Your Payment Base and Anniversary Payment Base each by the following factor with respect to that portion of Your Partial Surrender that exceeds the current Lifetime Benefit Payment:

1 - (A/(B-C)) where:

A = The amount of the Partial Surrender(s) during the Contract Year in excess of the current Lifetime Benefit Payment;

B = Contract Value immediately prior to the Partial Surrender(s); and

C = The current Lifetime Benefit Payment, less any prior Partial Surrender(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Partial Surrender(s) in a Contract Year, where the sum of all prior Partial Surrender(s) exceed the current Lifetime Benefit Payment, We will reduce Your Payment Base and Anniversary Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Partial Surrender(s); and

B = Contract Value immediately prior to the Partial Surrender(s).

TRANSFERS TO OTHER ACCOUNT(S)

Your Payment Base, Anniversary Payment Base and Deferral Bonus Base may be reduced by Transfers to Other Accounts based on the circumstances described below:

- a) For cumulative Transfers to Other Account(s) during each Contract Year that are equal to or less than the Transfer Limit, Your Payment Base, Anniversary Payment Base and Deferral Bonus Base each will be reduced on a dollar-for-dollar basis.
- b) Any Transfer to Other Account(s) or cumulative Transfers to Other Account(s) in excess of the Transfer Limit will end the Deferral Bonus Period, if applicable.
- c) For any Transfer to Other Account(s) that first causes cumulative Transfers to Other Account(s) during the Contract Year to exceed the Transfer Limit, Your Payment Base and Anniversary Payment Base each will be reduced by the dollar amount of the Transfer to Other Account(s) that does not exceed the Transfer Limit. Then, Your Payment Base and Anniversary Payment Base each will be reduced for the portion of the Transfer to Other Account(s) that exceeds the Transfer Limit by the following factor:

1 - (A/(B-C)) where:

A = The amount of the Transfer to Other Account(s) during the Contract Year in excess of the Transfer Limit;

B = Contract Value immediately prior to the Transfer to Other Account(s); and

C = The Transfer Limit, less any prior Transfers to Other Account(s) during the Contract Year. If C results in a negative number, C becomes zero.

- d) For any additional Transfers to Other Account(s) during each Contract Year, where the sum of all prior Transfers to Other Account(s) exceed the Transfer Limit, We will reduce Your Payment Base by the following factor:

1 - (A/B) where:

A = The amount of the Transfer to Other Account(s); and

B = Contract Value immediately prior to the Transfer to Other Account(s).

SPOUSAL CONTINUATION

If the Annuitant is deceased, the following are the effects if the Annuitant is changed as a result of the election of the "Spouse Beneficiary" provision of the Contract, if applicable:

The Covered Life will be re-determined on the date of the Spousal Continuation.

1. If the age of any Owner or the Covered Life is greater than the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter.
2. If the age of any Owner or the Covered Life is less than or equal to the Maximum Rider Issue Age on the effective Valuation Day of the Spousal Continuation, then either of the below will apply as follows:
 - a) If this rider is not currently available for sale, We will terminate this rider. The Rider Charge will not be assessed on the termination date and will no longer be assessed thereafter; or
 - b) If this rider is currently available for sale, We will continue the then existing rider with respect to all benefits, at the Rider Charge that is then currently being assessed for new issues. The following actions shall also take place:
 - i. The Payment Base, Anniversary Payment Base and the Deferral Bonus Base will be set equal to the Contract Value on the effective Valuation Day of the Spousal Continuation.
 - ii. The Deferral Bonus feature will continue, if applicable.
 - iii. The Deferral Bonus Period will not reset; the Deferral Bonus Period will continue uninterrupted.
 - iv. The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and Withdrawal Percentage will be recalculated on the effective Valuation Day of the Spousal Continuation based on the Annuitant's attained age on the effective Valuation Day of the Spousal Continuation. The Lifetime Benefit Payment, Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the Valuation Day of the Spousal Continuation multiplied by the Withdrawal Percent. The full amount of the recalculated Lifetime Benefit Payment, or Threshold Payment, and Transfer Limit, will be available for the remainder of the Contract Year.

If the Annuitant is living and elects the "Spouse Beneficiary" provision of the Contract, the rider will continue uninterrupted with respect to all benefits at the Rider Charge currently in effect for the Contract;

1. The Payment Base, Anniversary Payment Base and the Deferral Bonus Base will be set equal to the greater of (a) the Contract Value on the effective Valuation Day of the Spousal Continuation or (b) the applicable values as of the Valuation Day prior to the Spousal Continuation.
2. The Deferral Bonus feature will continue, if applicable.
3. The Deferral Bonus Period will not reset; the Deferral Bonus Period will continue uninterrupted.
4. The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and Withdrawal Percentage will be recalculated on the effective Valuation Day of the Spousal Continuation based on the Covered Life's attained age on the effective Valuation Day of the Spousal Continuation. The Lifetime Benefit Payment, Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the Valuation Day of the Spousal Continuation multiplied by the Withdrawal Percent. If after the above resets, the new Lifetime Benefit Payment, Threshold Payment, as applicable, or Transfer Limit exceeds the sum of prior withdrawals or Transfer(s) to Other Account(s) made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.

ANNUITANT CHANGE

Should the Annuitant be changed because either (a) the Contingent Annuitant assumes the role of the Annuitant upon the Annuitant's death, or (b) We reserve the right to allow a one-time change in the Annuitant due to divorce and choose to exercise this right, the provisions of this rider are subject to the following:

1. If the attained age of the Annuitant on the effective Valuation Day of the Annuitant change is greater than the Maximum Rider Issue Age, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
2. If the attained age of the Annuitant on the effective Valuation Day of the Annuitant change is less than or equal to the Maximum Rider Issue Age, the following options apply:
 - a) Annuitant changes within the first [6] months from the Rider Effective Date will have no impact on the Payment Base, the Anniversary Payment Base or the Deferral Bonus Base. The Lifetime Benefit Payment, Threshold Payment, if applicable, Withdrawal Percentage, and Transfer Limit will be recalculated using the Annuitant's attained age on the effective Valuation Day of the Annuitant change.
 - b) Annuitant changes after the first [6] months from the Rider Effective Date will cause a recalculation of the rider benefits as follows:
 - (i) If this rider is not currently available for sale, We will terminate this rider. The Rider Charge will be assessed on the termination date, and will no longer be assessed thereafter.
 - (ii) If this rider is currently available for sale, We will continue the then existing rider at the Rider Charge that is then currently being assessed for new issues and reset the benefit values as follows:

The Payment Base and Anniversary Payment Base will be recalculated to the lesser of the Contract Value or the applicable value on the effective Valuation Day of the Annuitant change.

The Deferral Bonus Base will be recalculated to the lesser of the Contract Value or the Deferral Bonus Base on the effective Valuation Day of the Annuitant change, if applicable. If a Partial Surrender had been taken or there had been a Transfer to Other Account(s) prior to the date of the Annuitant change, the Deferral Bonus feature will no longer apply.

The Lifetime Benefit Payment, Threshold Payment, if applicable; the Transfer Limit, if applicable; and the Withdrawal Percentage will be recalculated on the date of the Annuitant Change based on the Annuitant's attained age on the effective Valuation Day of the change. The Lifetime Benefit Payment, the Threshold Payment, and Transfer Limit, if applicable, will be equal to the Payment Base as of the effective Valuation Date of the Annuitant Change multiplied by the Withdrawal Percent.

If after the above resets, the new Lifetime Benefit Payment, Threshold Payment, as applicable, or Transfer Limit exceeds the sum of prior withdrawals or Transfer(s) to Other Account(s) made during that Contract Year, the difference between these amounts will be available and applicable for the remainder of that Contract Year.

INVESTMENT RESTRICTIONS

You must continuously comply with the following investment restrictions (Investment Restrictions) in order to receive rider benefits.

1. Unless We agree otherwise, You must invest, reinvest and rebalance Your Contract Value (including future investments) within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s) approved and designated by Us that correspond with the rider version chosen on the Rider Effective Date, as the same may be amended, replaced or substituted from time to time by Us in our sole discretion.
2. We reserve the right to add, replace or substitute approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s). We reserve the right to remove, close or restrict any approved asset allocation model(s), investment program(s), Sub-Account(s), investment program(s) or Other Account(s) to new or subsequent investments.
3. Any failure or refusal to promptly invest, maintain, reallocate and/or reinvest Your Contract Value within an approved asset allocation model(s), investment program(s), Sub-Account(s), and other investment program(s), as the same may be amended, replaced or substituted from time to time, shall be deemed to be a violation of these Investment Restrictions unless waived by Us in our sole discretion. For the purposes of the foregoing, "promptly" shall mean [5] business days after posting notice of a directive to invest, maintain, reallocate and/or Contract Value as aforesaid.
4. Any and all Sub-Account transfers required to ensure Your compliance with these Investment Restrictions shall not be used in determining the number of permissible transfers allowed during that Contract Year.
5. If You violate any of the terms of these Investment Restrictions, including a refusal to reallocate Your investments as set forth above, We will assess a pro-rated share of the Rider Charge and will no longer assess a Rider Charge thereafter.
6. Notwithstanding anything possibly to the contrary, in the event of a conflict between these Investment Restrictions and those imposed by any other rider, the Investment Restrictions described in this rider shall prevail.
7. By electing the rider, You hereby irrevocably agree and consent to Our sharing with Our affiliates and designees personal data regarding Your elections hereunder, including, but not limited to, Your Contract Value, asset allocation model, investment program, partial surrenders, and lapsation data. You direct Us to share any such data to the extent that We believe necessary or desirable for Us to do so in order for Us or an affiliate or designee of Ours to properly to manage any of our guarantee obligations or any Sub-Account available hereunder.
8. Notwithstanding anything to the contrary within Your Contract, You must obtain Our prior approval to make any Premium Payments after the [1st] Contract Anniversary after the Rider Effective Date. Notwithstanding anything possibly to the contrary within Your Contract, We will not accept any subsequent Premium Payments in excess of [\$100,000] in the aggregate during any Contract Year without Our prior approval.

MINIMUM AMOUNT RULE

Prior to the Annuity Commencement Date, if (A) on any Contract Anniversary Your Contract Value, due to investment performance, is reduced below an amount equal to the greater of either (i) the Contract minimum rule stated under Your Contract or (ii) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish; or (B) on any Valuation Day, as a result of a Partial Surrender, Your Contract Value is reduced below an amount equal to the greater of either (x) the Contract minimum rule stated under Your Contract or (y) one of Your Lifetime Benefit Payments or such lower amount as We, in Our discretion, may establish, then:

1. You must transfer Your remaining Contract Value to an asset allocation model(s), investment program(s), Sub-Account(s), fund of funds Sub-Account(s), or other investment option(s) approved by Us for purposes of the Minimum Amount Rule.
 - a) One of the approved investment options, as described above, must be elected within [10] days from the date the minimum amount was reached.
 - b) If We do not receive Your election within the above stated time frame, You will be deemed to have irrevocably authorized Us to move Your remaining Contract Value into the Money Market Sub-account, other investment option(s) approved by Us.
 - c) If You choose not to participate in one of the approved investment options, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be fully terminated.
2. Once the Contract Value is transferred to an approved investment option, the following rules will apply:
 - a) You will receive Your then current Lifetime Benefit Payment, which will be equal to Your Lifetime Benefit Payment at the time Your Contract Value reduces below Our Minimum Amount Rules then in effect, at the frequency of Your choice and acceptable to Us.
 - b) Ongoing Lifetime Benefit Payments will no longer reduce Your Contract Value.
 - c) We will no longer accept subsequent Premium Payments or Transfer(s) from Other Account(s).
 - d) We will waive the Annual Maintenance Fee and Rider Charge on Your Contract.
 - e) Payment Base increases on each Contract Anniversary will no longer apply.

After the transfer of the Contract Value due to the Minimum Amount Rules above, if cumulative partial Surrenders within a Contract Year are requested in excess of the Lifetime Benefit Payment, then We will automatically liquidate Your remaining Contract Value. Any applicable Contingent Deferred Sales Charge will be assessed and the Contract will be terminated.

REVOCACTION/TERMINATION

You may not revoke this rider except by any Company sponsored conversion program that we may choose to offer on a non-discriminatory basis. We may terminate this rider based on the following events or circumstances:

- (a) Upon the Rider Maturity Date;
- (b) You assign the Contract or any of Your rights;
- (c) You violate the Issuance Rules;
- (d) You violate the Investment Restrictions;
- (e) Your Contract Value falls below our Minimum Amount Rule;
- (f) You violate the terms of the Contract or any other rider;
- (g) You ask for Spousal Continuation in violation of the rider's restrictions;
- (h) There is a full surrender of your Contract; and/or
- (i) A death benefit becomes payable on Your Contract.

On the date this rider is revoked or terminated, a prorated Rider Charge will be assessed, and will no longer be assessed thereafter if events (a) through (g) occur. You are not entitled to any cash surrender value associated with this rider upon termination of this rider.

CONTRACT AGGREGATION

For purposes of determining the guaranteed benefits under this rider, We reserve the right to treat one or more deferred variable annuity contracts issued by Us (or Our affiliates) to You with this rider attached as one contract.

ISSUANCE RULES

This rider is not available if any Owner or the Covered Life is older than the Maximum Rider Issue Age on the Rider Effective Date.

If the Rider Effective Date is after the Contract Issue Date, then the period between the Rider Effective Date and Your next Contract Anniversary will constitute a Contract Year.

ANNUITY COMMENCEMENT DATE

At the Annuity Commencement Date, the Contract may be annuitized under Our standard annuitization rules or the payment of the Lifetime Benefit Payment may continue under the Life Annuity option. The Contract Value need not be below Our Minimum Amount Rules at the Annuity Commencement Date for the Contract Owner(s) to select the Life Annuity option.

ASSIGNMENT

Notwithstanding anything herein or within Your Contract possibly to the contrary, neither the Contract (including this rider) nor any of Your rights and benefits hereunder may be assigned, pledged or securitized.

RIDER CHARGE

The Rider Charge will never be less than the minimum Rider Charge of [0.50%] nor exceed the maximum Rider Charge of [2.50%]. The Rider Charge will be assessed on each Contract Anniversary based on Your Payment Base. The Rider Charge may increase or decrease each Contract Anniversary beginning with the first Contract Anniversary subject to the limitations above. The Rider Charge will be deducted on a prorated basis from the Sub-Account(s). Any increase or decrease in the Rider Charge is irrevocable and You may not decline the new Rider Charge

If the Rider Effective Date is after the Contract Issue Date, the period between the Rider Effective Date and the next Contract Anniversary will constitute the first Contract Year. The charge for this Contract Year will be prorated based on the number of days between the Rider Effective Date and the next Contract Anniversary.

If this rider is revoked or terminated on any date other than the Contract Anniversary, We will deduct a prorated portion of the Rider Charge from Your Contract Value from the amount otherwise payable as stated in the Revocation/Termination section of this rider. The prorated portion of the Rider Charge is equal to the Rider Charge percentage multiplied by the Payment Base prior to the revocation or termination, multiplied by the number of days since the last Contract Anniversary, divided by 365.

The Rider Charge will no longer be assessed upon any of the following events:

- (a) the Rider Maturity Date; or
- (b) the Annuity Commencement Date; or
- (c) upon the death of the Covered Life.

Signed for **Hartford Life and Annuity Insurance Company**

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*

]



Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

Guaranteed Minimum Withdrawal Benefit Endorsement

This endorsement is issued as part of the contract to which it is attached. This endorsement is effective on the date it is issued to you. Except where this endorsement provides otherwise, it is subject to all of the conditions and limitations of the Contract.

This endorsement modifies the Contract and the Guaranteed Minimum Withdrawal Benefit rider and provides the condition for You to designate Your spouse as a Covered Life without naming that spouse as a Beneficiary.

The following definition replaced the definition 'Covered Life' in the Guaranteed Minimum Withdrawal Benefit rider.

Covered Life - The Contract Owner (provided the Contract Owner is a natural person) and the Contract Owner's spouse (provided the spouse is a joint Contract Owner or Beneficiary who is eligible for spousal continuance). The Annuitant (provided the Contract Owner is not a natural person) and the Annuitant's spouse (provided the spouse is a Beneficiary who is eligible for spousal continuance). We reserve the right to allow the designation of the Annuitant's spouse as a Covered Life without being a Beneficiary provided that the non-natural custodial Contract Owner may elect spousal continuance on behalf of the Annuitant's spouse.

Signed for **Hartford Life and Annuity Insurance Company**

[

David N. Levenson, *President*

Terence Shields, *Corporate Secretary*

]

SERFF Tracking Number: HARL-128004540 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
 Company Tracking Number: IPD LA-MDV-12
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: May 2012 HPRM3 Enhancements LA
 Project Name/Number: May 2012 HPRM3 Enhancements LA/LA-MDV-12

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: not applicable to this filing		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Applications attached for informational purposes		
Attachments: A-HPRM3-12(CW).pdf A-HPRM3-W-12(CW).pdf		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachments: LA-GMWBPM-12 - ACTUARIAL MEMO.pdf LA-MDV-12 - ACTUARIAL MEMO.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		
Attachments: LA-GMWBJPM-12 SOV.pdf LA-GMWBSPM-12 SOV.pdf LA-MDV-12 SOV.pdf		

REQUEST FOR VARIABLE ANNUITY

Hartford Life Insurance Company
 Hartford Life and Annuity Insurance Company



U.S.P.S.-First Class: The Hartford Wealth Management – Global Annuities
 PO Box 14293
 Lexington, KY 40512-4293

All Express Mail: The Hartford Wealth Management – Global Annuities
 745 West New Circle Road
 Building 200, 1st Floor
 Lexington, KY 40511

Companies above are referenced to herein as "The Hartford."

To help prevent any delay in processing, please have all alterations initialed by the applicant.

1. PRODUCT	(REQUIRED - Select only ONE. Please refer to Prospectus for product details).
Hartford's Personal Retirement Manager variable annuity product suite (HPRM):	
<input type="checkbox"/> A-Share	<input type="checkbox"/> B-Share
<input type="checkbox"/> C-Share	<input type="checkbox"/> I-Share
<input type="checkbox"/> L-Share	

2. CONTRACT OWNER	(REQUIRED)
Ownership Type (Select only one): <input type="checkbox"/> Individual <input type="checkbox"/> Trust* <input type="checkbox"/> Charitable Remainder Trust* <input type="checkbox"/> Uniform Gifts to Minors Act/Uniform Transfers to Minors Act <input type="checkbox"/> Non-Resident Alien* <input type="checkbox"/> Corporation* <input type="checkbox"/> Custodian* <input type="checkbox"/> Other _____ *Additional forms may be required	

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Are you a U.S. Citizen? (Required) <input type="checkbox"/> Yes <input type="checkbox"/> No If no, are you a US resident? <input type="checkbox"/> Yes <input type="checkbox"/> No If Contract Owner is a non-resident alien, specify country of citizenship. _____
---	---	--

First Name	MI	Last Name
------------	----	-----------

Additional Owner Information (e.g., Name of Trust/Corporation/Custodian)	Email Address		
Social Security Number/TIN	Date of Birth	Daytime Telephone Number	
Residential Address - (Permanent Physical Address, No P.O. Box)	City	State	ZIP
Mailing Address (If different from above)	City	State	ZIP

3. JOINT CONTRACT OWNER			
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	First Name	MI	Last Name
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Social Security Number	
Relationship to Contract Owner (Required)	Are you a U.S. Citizen? (Required) <input type="checkbox"/> Yes <input type="checkbox"/> No If no, are you a US resident? <input type="checkbox"/> Yes <input type="checkbox"/> No If Contract Owner is a non-resident alien, specify country of citizenship. _____		

4. ANNUITANT	(Required if different from Contract Owner)		
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	First Name	MI	Last Name
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Social Security Number	Daytime Telephone Number
Residential Address - (Permanent Physical Address, No P.O. Box)	City	State	ZIP
Mailing Address (If different from above)	City	State	ZIP
Relationship to Contract Owner (Required)			

5. CONTINGENT ANNUITANT

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	First Name	MI	Last Name
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Social Security Number	Relationship to Contract Owner

(Unless indicated otherwise, proceeds will be distributed equally). Please attach separate sheet for additional beneficiaries or add to the Special Remarks Section 13.) If Irrevocable Beneficiary is not selected it will be defaulted to No.

6. BENEFICIARY(IES)

(REQUIRED)

<input type="checkbox"/> Primary % Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No Relationship to Contract Owner	First Name	MI	Last Name
	Date of Birth	Social Security Number/TIN	
<input type="checkbox"/> Primary % Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Contingent % Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No Relationship to Contract Owner	First Name	MI	Last Name
	Date of Birth	Social Security Number/TIN	
<input type="checkbox"/> Primary % Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Contingent % Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No Relationship to Contract Owner	First Name	MI	Last Name
	Date of Birth	Social Security Number/TIN	

If the Owner is a non-natural entity, the sole Primary Beneficiary will be the same non-natural entity. Providing your beneficiary's Social Security Number/TIN will help to expedite beneficiary claims and will ensure that the company can identify the proper beneficiary.

7. PLAN TYPE OF NEW CONTRACT

(REQUIRED - Complete either Section A or Section B)

A. Non-Qualified New Purchase 1035(a) Tax-Free Exchange

B. Qualified New Contribution for tax year _____ Transfer Rollover

Please select ONE plan type listed below

Individually Owned

Traditional IRA
 Roth IRA
 SEP IRA
 Inherited IRA*

*The Personal Pension Account and any optional living benefits or optional death benefits are not available for the Inherited IRA Plan Type.

8. DEPOSIT AMOUNT

(Make check payable to **THE HARTFORD**)

\$ _____

9. ESTIMATED EXCHANGE/TRANSFER AMOUNT

(Required for Exchange/Transfer or 1035 Business)

\$ _____

10. OPTIONAL LIVING BENEFIT ELECTION (SELECTION REQUIRED)

Select only one. Refer to the prospectus for more details.

You may select only one Optional Living Benefit from the selections below. Additional charges apply to all selections. The investment restrictions, Benefit features and charges vary by selection and selections may not be available in all states. In the event that none of the benefits are selected below, please select the "NO OPTIONAL BENEFIT ELECTED."

- Safety Plus *
 New Name6 * Single Option
 Future5 *+ Single Option
 New Name6 * Joint/Spousal Option **
 Future5 *+ Joint /Spousal Option **
 NO OPTIONAL BENEFIT ELECTED

* Investment restrictions apply. See Section 12D.

† Investment restrictions apply. See Section 12D/12E.

** If a Joint/Spousal option was elected and the Contract Owner in Section 2 is a custodian, **Section 10A MUST be completed in order to identify the additional Covered Life. Section 10A is not required if the Contract Owner in Section 2 is an Individual, however, the following Contract registration requirements must be met:**

- If an Individually-owned Qualified Plan Type was selected in Section 7B, the Annuitant's spouse must be the sole Primary Beneficiary.
- For New Name6, if a Non-Qualified Plan Type was selected in Section 7A, the Contract Owner in Section 2 must be either the Annuitant or the Annuitant's spouse. The Joint Contract Owner in Section 3, if any, must be the other spouse not named as Contract Owner. If the Annuitant's spouse is the Contract Owner (Section 2) and there is no Joint Contract Owner named (Section 3), the Annuitant must be the sole Primary Beneficiary in Section 6.
- If Future5 was elected and if a Non-Qualified Plan type was selected in Section 7A, one spouse must be the individual Owner specified in Section 2. The Joint Contract Owner specified in Section 3 or the Beneficiary specified in Section 6 must be the individual Owner's spouse. If the individual Owner's spouse is named as the Beneficiary in Section 6, they must be the sole, primary beneficiary.

For additional information about Covered Life and Contract registration requirements please see the Prospectus for details.

10A. ANNUITANT'S SPOUSE

(REQUIRED if the Contract Owner is a custodian and the Joint/Spousal option is elected).

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	First Name	MI	Last Name
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Social Security Number	

11. OPTIONAL DEATH BENEFIT ELECTION (SELECTION REQUIRED)

Select only one. Refer to the prospectus for more details.

DEATH BENEFIT - In the event that you do not select any of the Optional Death Benefits below please select the "NO OPTIONAL BENEFIT ELECTED" checkbox. Additional charges apply and the selections may not be available in all states. Refer to the prospectus for more details.

- RETURN OF PREMIUM V**
 Maximum Issue Age 80
 MAXIMUM ANNIVERSARY VALUE V*
 Maximum Issue Age 75
 NEW NAME DB (Only available if New Name6 is elected).
 MAXIMUM DAILY VALUE DEATH BENEFIT*
 Maximum Issue Age 70
 Maximum Issue Age 75
 NO OPTIONAL BENEFIT ELECTED

*Investment restrictions apply. See Section 12D/12E.

12. INVESTMENT SELECTION

Instructions for indicating your initial allocation to the HPRM variable annuity:

Please tell us how you would like your annuity premiums invested. The allocations must be in **whole percentages**. Indicate your selection(s) across sections 12A-E. The investments chosen may be split among options but must **equal 100%** in total. Please refer to your prospectus for investment restrictions. Some of the products offered may have investment restrictions.

CALIFORNIA SENIOR PROTECTION PROGRAM - If you are a resident of California, and are age 60 or over, you are eligible to defer investment of your premiums into the variable Sub-Accounts during the right to cancel period. If you choose to defer, your premiums will be invested in the Money Market HLS Fund Sub-Account during this period.

- I/we wish to defer my/our premiums being invested into the variable sub-accounts provided below.
 I/we wish to immediately invest my/our premiums into the variable sub-accounts as indicated below.

12A. DOLLAR COST AVERAGING (DCA) ENROLLMENT (Use whole percentages only)

Please provide complete instructions below for your initial allocation to the DCA. Destination funds must be indicated in sections 12C-E and total 100%.

DCA Plus Transfer Program¹	Initial Allocation _____% 6-Month DCA <input type="checkbox"/> check if rate lock ² _____% 12-Month DCA <input type="checkbox"/> check if rate lock ²
OR	Initial Allocation DCA Type (Select One): _____% Fixed Dollar DCA Transfer Amount \$ _____ _____% Earnings/Interest Only DCA _____% (use whole percentages between 50-100%) Source Frequency (minimum 3 occurrences): <input type="checkbox"/> Fixed Accumulation Feature (FAF) <input type="checkbox"/> Monthly _____ months or <input type="checkbox"/> indefinitely (The FAF is not available for HPRM®C-Share, I-Share or L-Share Contracts, nor is it available for any Contract that has elected New Name6 or Safety Plus). <input type="checkbox"/> Hartford Money Market HLS Fund <input type="checkbox"/> Quarterly _____ quarters or <input type="checkbox"/> indefinitely <input type="checkbox"/> Other _____

12B. FIXED ACCUMULATION FEATURE (FAF) (Use whole percentages only)

Please Note: The FAF is not available for HPRM® C-Share, I-Share or L-Share Contracts, nor is it available for any Contract that has elected New Name6 or Safety Plus. Transfer restrictions apply to funds invested in the Fixed Accumulation Feature, please see the Prospectus for additional details.

Initial Allocation	Interest Rate Lock-1035(a) Exchange/Transfer²
_____ % Fixed Accumulation Feature	<input type="checkbox"/> Yes

12C. PERSONAL PENSION ACCOUNT (Not available for all plan and ownership types. Please refer to the prospectus for details). (Use whole percentages only).

DCA destination allocation for sections 12C-E must total 100% if all or a portion of the initial allocations was made to a DCA program.

Minimum initial investment is \$10,000. Interest Rate Lock-1035(a) Exchange/Transfer² Yes

Initial Allocation _____ % DCA Allocation _____ %

Target Income Age _____ (Must be at least three years from your current age where possible. Maximum deferral is the lesser of 20 years from the Annuitant's Age at initial investment or Age 80.) Proof of age must be presented prior to commencement of Personal Pension Account Payouts.

Please select only one of the following Personal Pension Account Payout Options:

- Life Annuity With Cash Refund option
- Joint and Last Survivor Life With Cash Refund option - (please see below for additional instructions)

If you selected the Joint and Last Survivor Life With Cash Refund option above, and you specified an Individually Owned Qualified Plan Type in Section 7B, the Owner and Annuitant must be the same individual. The Beneficiary specified in Section 6 must be the Owner's spouse and must also be the sole, primary beneficiary.

If you selected the Joint and Last Survivor with Cash Refund option above, and you specified a Non-Qualified Plan Type in Section 7A, and will have a Joint Contract Owner, the Joint Contract Owner must be the Owner's spouse. The Annuitant must be either the Owner or the Joint Contract Owner. However, if you specified a Non-Qualified Plan Type in Section 7A, and will not have a Joint Contract Owner, the Annuitant must be either the Owner or the Owner's spouse. The Beneficiary specified in Section 6 must be the Owner's spouse and must also be the sole, primary beneficiary.

¹ Not available for Hartford's Personal Retirement Manager variable annuity C-Share and I-Share products, or if deferral elected within the California Senior Protection Program. The Hartford will calculate the monthly transfer amount. At the end of the program term, there will be a final monthly transfer of the entire amount remaining in the program.

² A Rate Lock only applies to 1035(a) Exchange/Transfer business. A Rate Lock will lock in the interest rate and payout rates (payout rates ONLY apply to the Personal Pension Account) in effect at the time The Hartford receives this form. Please do not write in any rates. If Rate Lock is not selected, the rates will be those in effect at the time The Hartford receives the premium.

12D. SELECT INVESTMENT PORTFOLIOS

Please provide complete instructions below for your initial allocation to the DCA. Destination funds must be indicated in sections 12C-E and total 100%.

Instructions
(a) If you elected New Name6 or Safety Plus in Section 10, choose only ONE Portfolio in Column (a) .
(b) If you did not elect New Name6 or Safety Plus in Section 10, choose ONE Portfolio in Column (b) or continue to Section 12E.

Please refer to the Appendix for composition of portfolios.

		Complete ONLY one Column According to the instructions above	
		(a)	(b)
RIDERS	Initial Allocation DCA Plus Allocation	NEW NAME6 SAFETY PLUS	MAV V, ROP V FUTURES, Maximum Daily DB
		MUST Choose ONLY ONE Portfolio	MUST Choose ONLY ONE Portfolio
	_____ %	_____ %	_____ %
	_____ %	_____ %	_____ %
Personal Protection Portfolios 1			
Hartford Strategy		<input type="checkbox"/>	N/A
American Strategy		<input type="checkbox"/>	N/A
Franklin Templeton Strategy		<input type="checkbox"/>	N/A
Four for Core Strategy		<input type="checkbox"/>	N/A
Four for Growth Strategy		<input type="checkbox"/>	N/A
Four for Value Strategy		<input type="checkbox"/>	N/A
Four for Flexibility Strategy		<input type="checkbox"/>	N/A
Five for Balance Strategy		<input type="checkbox"/>	N/A
Diversi-Five Strategy		<input type="checkbox"/>	N/A
Index Strategy		<input type="checkbox"/>	N/A
Four Plus for Growth Strategy		<input type="checkbox"/>	N/A
Four Plus for Core Strategy		<input type="checkbox"/>	N/A
Four Plus for Value Strategy		<input type="checkbox"/>	N/A
Six Mix Strategy		<input type="checkbox"/>	N/A
Portfolio Planner Asset Allocation Program 2			
Ultra Conservative Allocation		N/A	<input type="checkbox"/>
Conservative Allocation		N/A	<input type="checkbox"/>
Balanced Allocation		N/A	<input type="checkbox"/>
Moderate Growth Allocation		N/A	<input type="checkbox"/>
Growth Allocation		N/A	<input type="checkbox"/>
Investment Strategies 2			
Hartford Checks and Balances		N/A	<input type="checkbox"/>
American Growth Foundation Strategy		N/A	<input type="checkbox"/>
Franklin Founding Investment Strategy		N/A	<input type="checkbox"/>
Core Four		N/A	<input type="checkbox"/>

¹ Personal Protection Portfolios are rebalanced Monthly.

² Portfolio Planner Asset Allocation Program and Investment Strategies are rebalanced Quarterly.

12E. Select Individual Sub-Accounts

Provide allocation instructions for individual Sub-Accounts below. If you elected Maximum Anniversary Value V in Section 11, you may ONLY select from Sub-Accounts marked with a ▲; or you may select a model in column (c) of Section 12D. Use whole percentages only. Sub-Accounts may not be combined with Portfolios in Section 12D.

Initial Allocation %	DCA Allocation %		Initial Allocation %	DCA Allocation %	
_____ %	_____ %	AllianceBernstein VPS Balanced Wealth Strategy Portfolio ▲	_____ %	_____ %	Hartford High Yield HLS Fund
_____ %	_____ %	AllianceBernstein VPS Small/Mid-Cap Value Portfolio	_____ %	_____ %	Hartford Index HLS Fund
_____ %	_____ %	American Century VP Growth Fund	_____ %	_____ %	Hartford International Opportunities HLS Fund
_____ %	_____ %	American Century VP Mid Cap Value Fund	_____ %	_____ %	Hartford Money Market HLS Fund ▲
_____ %	_____ %	American Century VP Value Fund	_____ %	_____ %	Hartford Total Return Bond HLS Fund ▲
_____ %	_____ %	American Funds Blue Chip Income and Growth HLS Fund	_____ %	_____ %	Hartford U.S. Government Securities HLS Fund ▲
_____ %	_____ %	American Funds Bond HLS Fund ▲	_____ %	_____ %	Hartford Value HLS Fund
_____ %	_____ %	American Funds Global Bond HLS Fund	_____ %	_____ %	Invesco V.I. Balanced Risk Allocation Fund ▲
_____ %	_____ %	American Funds Global Growth & Income HLS Fund	_____ %	_____ %	Invesco V.I. Core Equity Fund
_____ %	_____ %	American Funds Global Small Capitalization HLS Fund	_____ %	_____ %	Invesco V.I. International Growth Fund
_____ %	_____ %	American Funds Growth HLS Fund	_____ %	_____ %	Invesco V.I. Mid Cap Core Equity
_____ %	_____ %	American Funds Growth-Income HLS Fund	_____ %	_____ %	Invesco V.I. Small Cap Equity Fund
_____ %	_____ %	American Funds International HLS Fund	_____ %	_____ %	Lord Abbett Bond-Debenture Portfolio
_____ %	_____ %	American Funds New World HLS Fund	_____ %	_____ %	Lord Abbett Fundamental Equity Portfolio
_____ %	_____ %	BlackRock Capital Appreciation V.I. Fund	_____ %	_____ %	Lord Abbett Growth & Income Portfolio
_____ %	_____ %	BlackRock Equity Dividend V.I. Fund	_____ %	_____ %	MFS Growth Series
_____ %	_____ %	BlackRock Global Allocation V.I. Fund ▲	_____ %	_____ %	MFS New Discovery Series
_____ %	_____ %	Fidelity VIP Contrafund Portfolio	_____ %	_____ %	MFS Research Bond Series ▲
_____ %	_____ %	Fidelity VIP Mid Cap Portfolio	_____ %	_____ %	MFS Total Return Series ▲
_____ %	_____ %	Fidelity VIP Strategic Income Portfolio	_____ %	_____ %	MFS Value Series
_____ %	_____ %	Franklin Income Securities Fund	_____ %	_____ %	Mutual Global Discovery Securities Fund
_____ %	_____ %	Franklin Rising Dividends Securities Fund	_____ %	_____ %	Mutual Shares Securities Fund
_____ %	_____ %	Franklin Small Cap Value Securities Fund	_____ %	_____ %	PIMCO All Asset Portfolio ▲
_____ %	_____ %	Franklin Small-Mid Cap Growth Securities Fund	_____ %	_____ %	PIMCO EqS Pathfinder Portfolio
_____ %	_____ %	Franklin Strategic Income Securities Fund	_____ %	_____ %	PIMCO Global-Multi Asset Portfolio ▲
_____ %	_____ %	Hartford Capital Appreciation HLS Fund	_____ %	_____ %	Putnam VT Equity Income Fund
_____ %	_____ %	Hartford Disciplined Equity HLS Fund	_____ %	_____ %	Putnam VT Investors Fund
_____ %	_____ %	Hartford Dividend and Growth HLS Fund	_____ %	_____ %	Putnam VT Voyager Fund
_____ %	_____ %	Hartford Global Research HLS Fund	_____ %	_____ %	Templeton Foreign Securities Fund
_____ %	_____ %	Hartford Growth HLS Fund	_____ %	_____ %	Templeton Global Bond Securities Fund
_____ %	_____ %	Hartford Growth Opportunities HLS Fund	_____ %	_____ %	Templeton Growth Securities Fund

Unless otherwise directed, investment instructions will be automatically updated to reflect the Fund surviving after a merger, liquidation or substitution.

Custom Allocation Program:

Check here if you would like your sub-account allocations to rebalance. Indicate day of month (1-28): _____

Rebalance Frequency:

Monthly

Semi-Annually

Quarterly

Annually

SUMMARY REMINDER: Please review Sections 12A-12E to ensure that the initial Allocations provided total 100%.

13. SPECIAL REMARKS

14. OWNER(S) ACKNOWLEDGEMENTS

(REQUIRED - All questions in this Section MUST be completed)

- No Yes - Do you have an existing annuity or life insurance policy?
- No Yes - Will the annuity applied for replace one or more existing annuity or life insurance contracts?
- RECEIPT OF A VARIABLE ANNUITY PROSPECTUS IS HEREBY ACKNOWLEDGED.
If not checked, the appropriate prospectus and prospectuses of the underlying funds will be mailed to you.

The following states require insurance applicants to acknowledge a fraud warning statement specific to that state. Please refer to the specific fraud warning statement for your state as indicated below. If your state is not separately listed, please refer to the NAIC Model Fraud Statement outlined below. Your signature and date on this application (and Joint Owner if applicable) also indicates that you acknowledge the fraud warning applicable in your state of residence and, if applicable, the state in which this application is signed.

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

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

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

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

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

Maine/Tennessee/Virginia/Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FOR NJ SALES: The solicitation, negotiation and sale of annuities and their suitability are overseen by the New Jersey Department of Banking and Insurance (Department). Consumers may obtain assistance from the Department at 1-609-272-7272 or 1-800-446-7467 or at their website www.njdobi.org. Upon request, you may receive a copy of this application and the completed suitability form by contacting your registered representative.

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

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

Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of fraud and may be subject to civil or criminal penalties.

Owner SSN/TIN _____

I/we hereby represent that the answers and information provided on this request for variable annuity are correct to the best of my knowledge and belief.

I/WE UNDERSTAND THAT ANNUITY PAYOUT OPTIONS OR SURRENDER VALUES, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

Signature hereby confirms that Owner/Joint Owner is a U.S. citizen, unless otherwise specified in Section 2 or Section 3.

The undersigned hereby authorize(s) the Company to automatically amend investment instructions to reflect the surviving fund following any merger, substitution or liquidation.

Signed at: _____ / ____ / ____
State* Date

Contract Owner Signature (Trustee/Custodian, if applicable)

Joint Contract Owner Signature (If applicable)

***If the state above is different than residence state, please submit a Contract Situs Form.**

Massachusetts Situs Sales - Massachusetts law prohibits the sale of an annuity to a Massachusetts resident on any policy form other than a form approved by the Commonwealth. As such, any application for the purchase of The Hartford annuity by a Massachusetts resident signed outside of the Commonwealth of Massachusetts will not be accepted.

15. REGISTERED REPRESENTATIVE ACKNOWLEDGEMENTS

(REQUIRED - All questions in this Section MUST be completed)

No Yes - Do you, as agent, have reason to believe the applicant has existing individual life insurance policies or individual annuity contracts?

No Yes - Do you, as agent, have reason to believe the contract requested will replace existing annuities or insurance? If yes, please complete any applicable state replacement forms.

Licensed Agent Signature

First Name	MI	Last Name		
Street Address		City	State	ZIP
Broker/Dealer	Licensed Agent SSN		Broker/Dealer Client Account Number	
Business Telephone Number	Fax Number		Email Address	

HPRM B-Share: A - Fronted B - Trail
HPRM L-Share: Option 1 Option 2
HPRM C-Share: Trail 4 Trail 6

NOT INSURED BY FDIC OR ANY FEDERAL GOVERNMENT AGENCY MAY LOSE VALUE NOT A DEPOSIT OF OR GUARANTEED BY ANY BANK OR ANY BANK AFFILIATE 

APPENDIX : Composition of Portfolios

(see Section 12D or 12E)

PERSONAL PROTECTION PORTFOLIOS

Hartford Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Hartford Capital Appreciation HLS Fund	20%
Hartford Dividend and Growth HLS Fund	20%
Hartford International Opportunities HLS Fund	10%
Total	100%
American Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Growth HLS Fund	20%
American Funds Growth-Income HLS Fund	20%
American Funds International HLS Fund	10%
Total	100%
Franklin Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Templeton Growth Securities Fund	20%
Mutual Shares Securities Fund	20%
Franklin Rising Dividends Securities Fund	10%
Total	100%
Four for Core Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Growth-Income HLS Fund	20%
Invesco V.I. Core Equity Fund	20%
Hartford International Opportunities HLS Fund	10%
Total	100%
Four for Flexibility Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
BlackRock Equity Dividend V.I. Fund	18%
BlackRock Capital Appreciation V. I. Fund	17%
PIMCO EqS Pathfinder Portfolio	15%
Total	100%

Four for Growth Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Lord Abbett Fundamental Equity Portfolio	20%
American Funds Growth HLS Fund	20%
Invesco V.I. International Growth Fund	10%
Total	100%
Four for Value Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Blue Chip Income and Growth HLS Fund	20%
Hartford Value HLS Fund	20%
Templeton Foreign Securities Fund	10%
Total	100%
Diversi-Five Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Fidelity VIP Contrafund Portfolio	20%
Invesco V.I. International Growth Fund	5%
MFS Value Series	20%
Templeton Foreign Securities Fund	5%
Total	100%
Five for Balance Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Century VP Value Fund	20%
Invesco V. I. International Growth Fund	5%
Putnam VT Voyager Fund	20%
Templeton Foreign Securities Fund	5%
Total	100%
Index Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Hartford Index HLS Fund	50%
Total	100%

PORTFOLIO PLANNER ASSET ALLOCATION PROGRAM

FUND	Conservative	Balanced	Moderate Growth	Growth
American Century VP Mid Cap Value Fund	0%	0%	0%	2%
American Funds Growth HLS Fund	4%	6%	7%	8%
American Funds International HLS Fund	2%	4%	5%	5%
Fidelity VIP Mid Cap Portfolio	2%	3%	3%	2%
Franklin Small Cap Value Securities Fund	0%	0%	2%	2%
Franklin Strategic Income Securities Fund	6%	4%	4%	3%
Hartford Capital Appreciation HLS Fund	3%	5%	6%	7%
Hartford Dividend and Growth HLS Fund	3%	5%	6%	7%
Hartford Growth Opportunities HLS Fund	3%	5%	6%	7%
Hartford High Yield HLS Fund	10%	5%	5%	5%
Hartford International Opportunities HLS Fund	0%	0%	0%	4%
Hartford Total Return Bond HLS Fund	22%	17%	12%	7%
Invesco V.I. International Growth Fund	2%	3%	4%	3%
Invesco V.I. Small Cap Equity Fund	2%	3%	2%	3%
Lord Abbett Fundamental Equity Portfolio	3%	7%	8%	9%
MFS Research Bond Series	22%	17%	13%	10%
MFS Value Series	4%	6%	7%	8%
Templeton Foreign Securities Fund	2%	3%	4%	3%
Templeton Global Bond Securities Fund	10%	7%	6%	5%
Total	100%	100%	100%	100%

INVESTMENT STRATEGIES

Hartford Checks and Balances	
Hartford Capital Appreciation HLS Fund	33%
Hartford Dividend and Growth HLS Fund	33%
Hartford Total Return Bond HLS Fund	34%
Total	100%
Franklin Founding Investment Strategy	
Franklin Income Securities Fund	34%
Mutual Shares Securities Fund	33%
Templeton Growth Securities Fund	33%
Total	100%

American Growth Foundation Strategy	
American Funds Bond HLS Fund	30%
American Funds Global Small Capitalization HLS Fund	10%
American Funds Growth HLS Fund	25%
American Funds Growth-Income HLS Fund	20%
American Funds International HLS Fund	15%
Total	100%
Core Four	
American Funds International HLS Fund	25%
Franklin Income Securities Fund	25%
Hartford Growth Opportunities HLS Fund	25%
Hartford Total Return Bond HLS Fund	25%
Total	100%

REQUEST FOR VARIABLE ANNUITY

Hartford Life Insurance Company
 Hartford Life and Annuity Insurance Company



U.S.P.S.-First Class: The Hartford Wealth Management – Global Annuities
 PO Box 14293
 Lexington, KY 40512-4293

All Express Mail: The Hartford Wealth Management – Global Annuities
 745 West New Circle Road
 Building 200, 1st Floor
 Lexington, KY 40511

Companies above are referenced to herein as "The Hartford."

To help prevent any delay in processing, please have all alterations initialed by the applicant.

1. CONTRACT OWNER (REQUIRED)

Ownership Type (Select only one): Individual Trust* Charitable Remainder Trust*
 Uniform Gifts to Minors Act/Uniform Transfers to Minors Act Non-Resident Alien* Corporation* Custodian*
 Other _____ *Additional forms may be required

Mr. Mrs. Ms. Gender: M F **Are you a U.S. Citizen? (Required)** Yes No
 If no, are you a US resident? Yes No
 If Contract Owner is a non-resident alien, specify country of citizenship. _____

First Name MI Last Name

Additional Owner Information (e.g., Name of Trust/Corporation/Custodian) Email Address

Social Security Number/TIN Date of Birth Daytime Telephone Number

Residential Address - (Permanent Physical Address, No P.O. Box) City State ZIP

Mailing Address (If different from above) City State ZIP

2. JOINT CONTRACT OWNER

Mr. Mrs. Ms. First Name MI Last Name

Gender: M F Date of Birth Social Security Number

Relationship to Contract Owner (Required) **Are you a U.S. Citizen? (Required)** Yes No
 If no, are you a US resident? Yes No
 If Contract Owner is a non-resident alien, specify country of citizenship. _____

3. ANNUITANT (Required if different from Contract Owner)

Mr. Mrs. Ms. First Name MI Last Name

Gender: M F Date of Birth Social Security Number Daytime Telephone Number

Residential Address - (Permanent Physical Address, No P.O. Box) City State ZIP

Mailing Address (If different from above) City State ZIP

Relationship to Contract Owner (Required)

4. CONTINGENT ANNUITANT

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	First Name	MI	Last Name
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Social Security Number	Relationship to Contract Owner

(Unless indicated otherwise, proceeds will be distributed equally). Please attach separate sheet for additional beneficiaries or add to the Special Remarks Section 13.) If Irrevocable Beneficiary is not selected it will be defaulted to No.

5. BENEFICIARY(IES)

(REQUIRED)

<input type="checkbox"/> Primary % Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No Relationship to Contract Owner	First Name	MI	Last Name
	Date of Birth	Social Security Number/TIN	
<input type="checkbox"/> Primary % Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Contingent % Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No Relationship to Contract Owner	First Name	MI	Last Name
	Date of Birth	Social Security Number/TIN	
<input type="checkbox"/> Primary % Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Contingent % Irrevocable Beneficiary <input type="checkbox"/> Yes <input type="checkbox"/> No Relationship to Contract Owner	First Name	MI	Last Name
	Date of Birth	Social Security Number/TIN	

If the Owner is a non-natural entity, the sole Primary Beneficiary will be the same non-natural entity. Providing your beneficiary's Social Security Number/TIN will help to expedite beneficiary claims and will ensure that the company can identify the proper beneficiary.

6. PLAN TYPE OF NEW CONTRACT

(REQUIRED - Complete either Section A or Section B)

A. Non-Qualified New Purchase 1035(a) Tax-Free Exchange

B. Qualified New Contribution for tax year _____ Transfer Rollover

Please select ONE plan type listed below

Individually Owned

Traditional IRA
 Roth IRA
 SEP IRA
 Inherited IRA*

*The Personal Pension Account and any optional living benefits or optional death benefits are not available for the Inherited IRA Plan Type.

7. DEPOSIT AMOUNT

(Make check payable to **THE HARTFORD**)

\$ _____

8. ESTIMATED EXCHANGE/TRANSFER AMOUNT

(Required for Exchange/Transfer or 1035 Business)

\$ _____

9. OPTIONAL LIVING BENEFIT ELECTION (SELECTION REQUIRED)

Select only one. Refer to the prospectus for more details.

You may select only one Optional Living Benefit from the selections below. Additional charges apply to all selections. The investment restrictions, Benefit features and charges vary by selection and selections may not be available in all states. In the event that none of the benefits are selected below, please select the "NO OPTIONAL BENEFIT ELECTED."

- Safety Plus *
- New Name6 * Single Option
- Future5 *+ Single Option
- New Name6 * Joint/Spousal Option **
- Future5 *+ Joint /Spousal Option **
- NO OPTIONAL BENEFIT ELECTED**

* Investment restrictions apply. See Section 12D.

† Investment restrictions apply. See Section 12D/12E.

** If a Joint/Spousal option was elected and the Contract Owner in Section 1 is a custodian, **Section 9A MUST be completed in order to identify the additional Covered Life. Section 9A is not required if the Contract Owner in Section 1 is an Individual, however, the following Contract registration requirements must be met:**

- If an Individually-owned Qualified Plan Type was selected in Section 6B, the Annuitant's spouse must be the sole Primary Beneficiary.
- For New Name6, if a Non-Qualified Plan Type was selected in Section 6A, the Contract Owner in Section 1 must be either the Annuitant or the Annuitant's spouse. The Joint Contract Owner in Section 2, if any, must be the other spouse not named as Contract Owner. If the Annuitant's spouse is the Contract Owner (Section 1) and there is no Joint Contract Owner named (Section 2), the Annuitant must be the sole Primary Beneficiary in Section 5.
- If Future5 was elected and if a Non-Qualified Plan type was selected in Section 6A, one spouse must be the individual Owner specified in Section 1. The Joint Contract Owner specified in Section 2 or the Beneficiary specified in Section 5 must be the individual Owner's spouse. If the individual Owner's spouse is named as the Beneficiary in Section 5, they must be the sole, primary beneficiary.

For additional information about Covered Life and Contract registration requirements please see the Prospectus for details.

9A. ANNUITANT'S SPOUSE

(REQUIRED if the Contract Owner is a custodian and the Joint/Spousal option is elected).

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	First Name	MI	Last Name
Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Social Security Number	

10. OPTIONAL DEATH BENEFIT ELECTION (SELECTION REQUIRED)

Select only one. Refer to the prospectus for more details.

DEATH BENEFIT - In the event that you do not select any of the Optional Death Benefits below please select the "NO OPTIONAL BENEFIT ELECTED" checkbox. Additional charges apply and the selections may not be available in all states. Refer to the prospectus for more details.

- RETURN OF PREMIUM V**
Maximum Issue Age 80
- MAXIMUM ANNIVERSARY VALUE V***
Maximum Issue Age 75
- NEW NAME DB** (Only available if New Name6 is elected).
Maximum Issue Age 70
- MAXIMUM DAILY VALUE DEATH BENEFIT***
Maximum Issue Age 75
- NO OPTIONAL BENEFIT ELECTED**

*Investment restrictions apply. See Section 12D/12E.

11. OPTIONAL LIQUIDITY RIDER ELECTION (SELECTION REQUIRED)

Please select the Optional Liquidity Rider Benefit or select the "NO OPTIONAL BENEFIT ELECTED." Refer to the prospectus for more details.

- LIQUIDITY RIDER†**
- NO OPTIONAL BENEFIT ELECTED**

†Additional charges apply and may not be available in all states.

12. INVESTMENT SELECTION

Instructions for indicating your initial allocation to the HPRM variable annuity:
Please tell us how you would like your annuity premiums invested. The allocations must be in **whole percentages**. Indicate your selection(s) across sections 12A-E. The investments chosen may be split among options but must **equal 100%** in total. Please refer to your prospectus for investment restrictions. Some of the products offered may have investment restrictions.

CALIFORNIA SENIOR PROTECTION PROGRAM - If you are a resident of California, and are age 60 or over, you are eligible to defer investment of your premiums into the variable Sub-Accounts during the right to cancel period. If you choose to defer, your premiums will be invested in the Money Market HLS Fund Sub-Account during this period.

- I/we wish to defer my/our premiums being invested into the variable sub-accounts provided below.
- I/we wish to immediately invest my/our premiums into the variable sub-accounts as indicated below.

12A. DOLLAR COST AVERAGING (DCA) ENROLLMENT (Use whole percentages only)

Please provide complete instructions below for your initial allocation to the DCA. Destination funds must be indicated in sections 12C-E and total 100%.

DCA Plus Transfer Program¹	Initial Allocation _____% 6-Month DCA <input type="checkbox"/> check if rate lock ² _____% 12-Month DCA <input type="checkbox"/> check if rate lock ²
OR	Initial Allocation DCA Type (Select One): _____% Fixed Dollar DCA Transfer Amount \$ _____ _____% Earnings/Interest Only DCA _____% (use whole percentages between 50-100%) Source Frequency (minimum 3 occurrences): <input type="checkbox"/> Fixed Accumulation Feature (FAF) <input type="checkbox"/> Monthly _____ months or <input type="checkbox"/> indefinitely (The FAF is not available for any Contract that has elected New Name ⁶ or Safety Plus). <input type="checkbox"/> Hartford Money Market HLS Fund <input type="checkbox"/> Quarterly _____ quarters or <input type="checkbox"/> indefinitely <input type="checkbox"/> Other _____

12B. FIXED ACCUMULATION FEATURE (FAF) (Use whole percentages only)

Please Note: The FAF is not available for any Contract that has elected New Name⁶ or Safety Plus. Transfer restrictions apply to funds invested in the Fixed Accumulation Feature, please see the Prospectus for additional details.

Initial Allocation	Interest Rate Lock-1035(a) Exchange/Transfer²
_____ % Fixed Accumulation Feature	<input type="checkbox"/> Yes

12C. PERSONAL PENSION ACCOUNT (Not available for all plan and ownership types. Please refer to the prospectus for details). (Use whole percentages only).

DCA destination allocation for sections 12C-E must total 100% if all or a portion of the initial allocations was made to a DCA program.

Minimum initial investment is \$10,000. Interest Rate Lock-1035(a) Exchange/Transfer² Yes

Initial Allocation _____ % DCA Allocation _____ %

Target Income Age _____ (Must be at least three years from your current age where possible. Maximum deferral is the lesser of 20 years from the Annuitant's Age at initial investment or Age 80.) Proof of age must be presented prior to commencement of Personal Pension Account Payouts.

Please select only one of the following Personal Pension Account Payout Options:

- Life Annuity With Cash Refund option
- Joint and Last Survivor Life With Cash Refund option - (please see below for additional instructions)

If you selected the Joint and Last Survivor Life With Cash Refund option above, and you specified an Individually Owned Qualified Plan Type in Section 6B, the Owner and Annuitant must be the same individual. The Beneficiary specified in Section 5 must be the Owner's spouse and must also be the sole, primary beneficiary.

If you selected the Joint and Last Survivor with Cash Refund option above, and you specified a Non-Qualified Plan Type in Section 6A, and will have a Joint Contract Owner, the Joint Contract Owner must be the Owner's spouse. The Annuitant must be either the Owner or the Joint Contract Owner. However, if you specified a Non-Qualified Plan Type in Section 6A, and will not have a Joint Contract Owner, the Annuitant must be either the Owner or the Owner's spouse. The Beneficiary specified in Section 5 must be the Owner's spouse and must also be the sole, primary beneficiary.

¹ Not available if deferral elected within the California Senior Protection Program. The Hartford will calculate the monthly transfer amount. At the end of the program term, there will be a final monthly transfer of the entire amount remaining in the program.

² A Rate Lock only applies to 1035(a) Exchange/Transfer business. A Rate Lock will lock in the interest rate and payout rates (payout rates ONLY apply to the Personal Pension Account) in effect at the time The Hartford receives this form. Please do not write in any rates. If Rate Lock is not selected, the rates will be those in effect at the time The Hartford receives the premium.

12D. SELECT INVESTMENT PORTFOLIOS

Please provide complete instructions below for your initial allocation to the DCA. Destination funds must be indicated in sections 12C-E and total 100%.

Instructions
(a) If you elected New Name6 or Safety Plus in Section 10, choose only ONE Portfolio in Column (a) .
(b) If you did not elect New Name6 or Safety Plus in Section 10, choose ONE Portfolio in Column (b) or continue to Section 12E.

Please refer to the Appendix for composition of portfolios.

RIDERS Initial Allocation DCA Plus Allocation	Complete ONLY one Column According to the instructions above	
	(a)	(b)
	NEW NAME6 SAFETY PLUS	MAV V, ROP V FUTURE5, Maximum Daily DB
	MUST Choose ONLY ONE Portfolio	MUST Choose ONLY ONE Portfolio
	_____ %	_____ %
	_____ %	_____ %

Personal Protection Portfolios 1		
Hartford Strategy	<input type="checkbox"/>	N/A
American Strategy	<input type="checkbox"/>	N/A
Franklin Templeton Strategy	<input type="checkbox"/>	N/A
Four for Core Strategy	<input type="checkbox"/>	N/A
Four for Growth Strategy	<input type="checkbox"/>	N/A
Four for Value Strategy	<input type="checkbox"/>	N/A
Four for Flexibility Strategy	<input type="checkbox"/>	N/A
Five for Balance Strategy	<input type="checkbox"/>	N/A
Diversi-Five Strategy	<input type="checkbox"/>	N/A
Index Strategy	<input type="checkbox"/>	N/A
Four Plus for Growth Strategy	<input type="checkbox"/>	N/A
Four Plus for Core Strategy	<input type="checkbox"/>	N/A
Four Plus for Value Strategy	<input type="checkbox"/>	N/A
Six Mix Strategy	<input type="checkbox"/>	N/A
Portfolio Planner Asset Allocation Program 2		
Ultra Conservative Allocation	N/A	<input type="checkbox"/>
Conservative Allocation	N/A	<input type="checkbox"/>
Balanced Allocation	N/A	<input type="checkbox"/>
Moderate Growth Allocation	N/A	<input type="checkbox"/>
Growth Allocation	N/A	<input type="checkbox"/>
Investment Strategies 2		
Hartford Checks and Balances	N/A	<input type="checkbox"/>
American Growth Foundation Strategy	N/A	<input type="checkbox"/>
Franklin Founding Investment Strategy	N/A	<input type="checkbox"/>
Core Four	N/A	<input type="checkbox"/>

¹ Personal Protection Portfolios are rebalanced Monthly.

² Portfolio Planner Asset Allocation Program and Investment Strategies are rebalanced Quarterly.

12E. Select Individual Sub-Accounts

Provide allocation instructions for individual Sub-Accounts below. If you elected Maximum Anniversary Value V in Section 11, you may ONLY select from Sub-Accounts marked with a ▲; or you may select a model in column (c) of Section 12D. Use whole percentages only. Sub-Accounts may not be combined with Portfolios in Section 12D.

Initial Allocation %	DCA Allocation %		Initial Allocation %	DCA Allocation %	
_____ %	_____ %	AllianceBernstein VPS Balanced Wealth Strategy Portfolio ▲	_____ %	_____ %	Hartford Money Market HLS Fund ▲
_____ %	_____ %	AllianceBernstein VPS Small/Mid-Cap Value Portfolio	_____ %	_____ %	Hartford Total Return Bond HLS Fund ▲
_____ %	_____ %	American Century VP Growth Fund	_____ %	_____ %	Hartford U.S. Government Securities HLS Fund ▲
_____ %	_____ %	American Century VP Mid Cap Value Fund	_____ %	_____ %	Hartford Value HLS Fund
_____ %	_____ %	American Century VP Value Fund	_____ %	_____ %	Invesco V.I. Balanced Risk Allocation Fund ▲
_____ %	_____ %	American Funds Blue Chip Income and Growth HLS Fund	_____ %	_____ %	Invesco V.I. Core Equity Fund
_____ %	_____ %	American Funds Bond HLS Fund ▲	_____ %	_____ %	Invesco V.I. International Growth Fund
_____ %	_____ %	American Funds Global Bond HLS Fund	_____ %	_____ %	Invesco V.I. Mid Cap Core Equity
_____ %	_____ %	American Funds Global Growth & Income HLS Fund	_____ %	_____ %	Invesco V.I. Small Cap Equity Fund
_____ %	_____ %	American Funds Global Small Capitalization HLS Fund	_____ %	_____ %	Lord Abbett Bond-Debenture Portfolio
_____ %	_____ %	American Funds Growth HLS Fund	_____ %	_____ %	Lord Abbett Fundamental Equity Portfolio
_____ %	_____ %	American Funds Growth-Income HLS Fund	_____ %	_____ %	Lord Abbett Growth & Income Portfolio
_____ %	_____ %	American Funds International HLS Fund	_____ %	_____ %	MFS Growth Series
_____ %	_____ %	American Funds New World HLS Fund	_____ %	_____ %	MFS New Discovery Series
_____ %	_____ %	BlackRock Capital Appreciation V.I. Fund	_____ %	_____ %	MFS Research Bond Series ▲
_____ %	_____ %	BlackRock Equity Dividend V.I. Fund	_____ %	_____ %	MFS Total Return Series ▲
_____ %	_____ %	BlackRock Global Allocation V.I. Fund ▲	_____ %	_____ %	MFS Value Series
_____ %	_____ %	Fidelity VIP Contrafund Portfolio	_____ %	_____ %	Mutual Global Discovery Securities Fund
_____ %	_____ %	Fidelity VIP Mid Cap Portfolio	_____ %	_____ %	Mutual Shares Securities Fund
_____ %	_____ %	Fidelity VIP Strategic Income Portfolio	_____ %	_____ %	PIMCO All Asset Portfolio ▲
_____ %	_____ %	Franklin Income Securities Fund	_____ %	_____ %	PIMCO EqS Pathfinder Portfolio
_____ %	_____ %	Franklin Rising Dividends Securities Fund	_____ %	_____ %	PIMCO Global-Multi Asset Portfolio ▲
_____ %	_____ %	Franklin Small Cap Value Securities Fund	_____ %	_____ %	Putnam VT Equity Income Fund
_____ %	_____ %	Franklin Small-Mid Cap Growth Securities Fund	_____ %	_____ %	Putnam VT Investors Fund
_____ %	_____ %	Franklin Strategic Income Securities Fund	_____ %	_____ %	Putnam VT Voyager Fund
_____ %	_____ %	Hartford Capital Appreciation HLS Fund	_____ %	_____ %	Templeton Foreign Securities Fund
_____ %	_____ %	Hartford Disciplined Equity HLS Fund	_____ %	_____ %	Templeton Global Bond Securities Fund
_____ %	_____ %	Hartford Dividend and Growth HLS Fund	_____ %	_____ %	Templeton Growth Securities Fund
_____ %	_____ %	Hartford Global Research HLS Fund	_____ %	_____ %	Wells Fargo Advantage VT International Equity Fund
_____ %	_____ %	Hartford Growth HLS Fund	_____ %	_____ %	Wells Fargo Advantage VT Intrinsic Value Fund
_____ %	_____ %	Hartford Growth Opportunities HLS Fund	_____ %	_____ %	Wells Fargo Advantage VT Omega Growth Fund
_____ %	_____ %	Hartford High Yield HLS Fund	_____ %	_____ %	Wells Fargo Advantage VT Opportunity Fund*
_____ %	_____ %	Hartford Index HLS Fund	_____ %	_____ %	Wells Fargo Advantage VT Small Cap Growth Fund
_____ %	_____ %	Hartford International Opportunities HLS Fund	_____ %	_____ %	Wells Fargo Advantage VT Small Cap Value Fund

Unless otherwise directed, investment instructions will be automatically updated to reflect the Fund surviving after a merger, liquidation or substitution.

Custom Allocation Program:

Check here if you would like your sub-account allocations to rebalance. Indicate day of month (1-28): _____

Rebalance Frequency: Monthly Semi-Annually Quarterly Annually

SUMMARY REMINDER: Please review Sections 12A-12E to ensure that the initial Allocations provided total 100%.

13. SPECIAL REMARKS

14. OWNER(S) ACKNOWLEDGEMENTS

(REQUIRED - All questions in this Section MUST be completed)

- No Yes - Do you have an existing annuity or life insurance policy?
- No Yes - Will the annuity applied for replace one or more existing annuity or life insurance contracts?
- RECEIPT OF A VARIABLE ANNUITY PROSPECTUS IS HEREBY ACKNOWLEDGED.
If not checked, the appropriate prospectus and prospectuses of the underlying funds will be mailed to you.

The following states require insurance applicants to acknowledge a fraud warning statement specific to that state. Please refer to the specific fraud warning statement for your state as indicated below. If your state is not separately listed, please refer to the NAIC Model Fraud Statement outlined below. Your signature and date on this application (and Joint Owner if applicable) also indicates that you acknowledge the fraud warning applicable in your state of residence and, if applicable, the state in which this application is signed.

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

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

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

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

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

Maine/Tennessee/Virginia/Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FOR NJ SALES: The solicitation, negotiation and sale of annuities and their suitability are overseen by the New Jersey Department of Banking and Insurance (Department). Consumers may obtain assistance from the Department at 1-609-272-7272 or 1-800-446-7467 or at their website www.njdobi.org. Upon request, you may receive a copy of this application and the completed suitability form by contacting your registered representative.

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

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

Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of fraud and may be subject to civil or criminal penalties.

Owner SSN/TIN _____

I/we hereby represent that the answers and information provided on this request for variable annuity are correct to the best of my knowledge and belief.

I/WE UNDERSTAND THAT ANNUITY PAYOUT OPTIONS OR SURRENDER VALUES, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

Signature hereby confirms that Owner/Joint Owner is a U.S. citizen, unless otherwise specified in Section 2 or Section 3.

The undersigned hereby authorize(s) the Company to automatically amend investment instructions to reflect the surviving fund following any merger, substitution or liquidation.

Signed at: _____ / ____ / ____
State* Date

Contract Owner Signature (Trustee/Custodian, if applicable)

Joint Contract Owner Signature (If applicable)

***If the state above is different than residence state, please submit a Contract Situs Form.**

Massachusetts Situs Sales - Massachusetts law prohibits the sale of an annuity to a Massachusetts resident on any policy form other than a form approved by the Commonwealth. As such, any application for the purchase of The Hartford annuity by a Massachusetts resident signed outside of the Commonwealth of Massachusetts will not be accepted.

15. REGISTERED REPRESENTATIVE ACKNOWLEDGEMENTS

(REQUIRED - All questions in this Section MUST be completed)

No Yes - Do you, as agent, have reason to believe the applicant has existing individual life insurance policies or individual annuity contracts?

No Yes - Do you, as agent, have reason to believe the contract requested will replace existing annuities or insurance? If yes, please complete any applicable state replacement forms.

Licensed Agent Signature

First Name	MI	Last Name		
Street Address		City	State	ZIP
Broker/Dealer	Licensed Agent SSN		Broker/Dealer Client Account Number	
Business Telephone Number	Fax Number		Email Address	

HPRM B-Share: A - Fronted B - Trail

NOT INSURED BY FDIC OR ANY FEDERAL GOVERNMENT AGENCY	MAY LOSE VALUE	NOT A DEPOSIT OF OR GUARANTEED BY ANY BANK OR ANY BANK AFFILIATE		
--	----------------	--	---	---

APPENDIX : Composition of Portfolios

(see Section 12D or 12E)

PERSONAL PROTECTION PORTFOLIOS

Hartford Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Hartford Capital Appreciation HLS Fund	20%
Hartford Dividend and Growth HLS Fund	20%
Hartford International Opportunities HLS Fund	10%
Total	100%
American Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Growth HLS Fund	20%
American Funds Growth-Income HLS Fund	20%
American Funds International HLS Fund	10%
Total	100%
Franklin Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Templeton Growth Securities Fund	20%
Mutual Shares Securities Fund	20%
Franklin Rising Dividends Securities Fund	10%
Total	100%
Four for Core Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Growth-Income HLS Fund	20%
Invesco V.I. Core Equity Fund	20%
Hartford International Opportunities HLS Fund	10%
Total	100%
Four for Flexibility Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
BlackRock Equity Dividend V.I. Fund	18%
BlackRock Capital Appreciation V. I. Fund	17%
PIMCO EqS Pathfinder Portfolio	15%
Total	100%

Four for Growth Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Lord Abbett Fundamental Equity Portfolio	20%
American Funds Growth HLS Fund	20%
Invesco V.I. International Growth Fund	10%
Total	100%
Four for Value Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Funds Blue Chip Income and Growth HLS Fund	20%
Hartford Value HLS Fund	20%
Templeton Foreign Securities Fund	10%
Total	100%
Diversi-Five Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Fidelity VIP Contrafund Portfolio	20%
Invesco V.I. International Growth Fund	5%
MFS Value Series	20%
Templeton Foreign Securities Fund	5%
Total	100%
Five for Balance Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
American Century VP Value Fund	20%
Invesco V. I. International Growth Fund	5%
Putnam VT Voyager Fund	20%
Templeton Foreign Securities Fund	5%
Total	100%
Index Strategy	
Hartford Portfolio Diversifier HLS Fund	50%
Hartford Index HLS Fund	50%
Total	100%

PORTFOLIO PLANNER ASSET ALLOCATION PROGRAM

FUND	Conservative	Balanced	Moderate Growth	Growth
American Century VP Mid Cap Value Fund	0%	0%	0%	2%
American Funds Growth HLS Fund	4%	6%	7%	8%
American Funds International HLS Fund	2%	4%	5%	5%
Fidelity VIP Mid Cap Portfolio	2%	3%	3%	2%
Franklin Small Cap Value Securities Fund	0%	0%	2%	2%
Franklin Strategic Income Securities Fund	6%	4%	4%	3%
Hartford Capital Appreciation HLS Fund	3%	5%	6%	7%
Hartford Dividend and Growth HLS Fund	3%	5%	6%	7%
Hartford Growth Opportunities HLS Fund	3%	5%	6%	7%
Hartford High Yield HLS Fund	10%	5%	5%	5%
Hartford International Opportunities HLS Fund	0%	0%	0%	4%
Hartford Total Return Bond HLS Fund	22%	17%	12%	7%
Invesco V.I. International Growth Fund	2%	3%	4%	3%
Invesco V.I. Small Cap Equity Fund	2%	3%	2%	3%
Lord Abbett Fundamental Equity Portfolio	3%	7%	8%	9%
MFS Research Bond Series	22%	17%	13%	10%
MFS Value Series	4%	6%	7%	8%
Templeton Foreign Securities Fund	2%	3%	4%	3%
Templeton Global Bond Securities Fund	10%	7%	6%	5%
Wells Fargo Advantage VT Opportunity Fund	3%	7%	8%	9%
Wells Fargo Advantage VT Small Cap Value Fund	0%	0%	2%	2%
Total	100%	100%	100%	100%

INVESTMENT STRATEGIES

Hartford Checks and Balances	
Hartford Capital Appreciation HLS Fund	33%
Hartford Dividend and Growth HLS Fund	33%
Hartford Total Return Bond HLS Fund	34%
Total	100%
Franklin Founding Investment Strategy	
Franklin Income Securities Fund	34%
Mutual Shares Securities Fund	33%
Templeton Growth Securities Fund	33%
Total	100%

American Growth Foundation Strategy	
American Funds Bond HLS Fund	30%
American Funds Global Small Capitalization HLS Fund	10%
American Funds Growth HLS Fund	25%
American Funds Growth-Income HLS Fund	20%
American Funds International HLS Fund	15%
Total	100%
Core Four	
American Funds International HLS Fund	25%
Franklin Income Securities Fund	25%
Hartford Growth Opportunities HLS Fund	25%
Hartford Total Return Bond HLS Fund	25%
Total	100%

STATEMENT OF VARIABLES

**Hartford Life and Annuity Insurance Company
Guaranteed Minimum Withdrawal Benefit Plus Rider M
(Joint Life/Spousal)
Form Number: LA-GMWBJPM-12
January 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION								
1	[10 th]	Deferral Bonus Period: The number of contract anniversaries. When this rider is initially offered, the number will be 10 th contract anniversaries. We may decide in the future to change the years prospectively between 0 and 20.								
1	[59 ½]	Lifetime Income Eligibility Date: The earliest age that a Contract Owner is able to withdraw Lifetime Benefit Payments under the rider provisions. We may decide in the future to change this minimum age prospectively to an age between 55 and 75.								
2	[81]	Maximum Rider Issue Age: The maximum age of the Covered Life to be eligible for this rider when the rider is initially offered. We may decide in the future to change the maximum age prospectively to an age between 70 and 90.								
2	[Not Applicable]	<p>Modal Payment Base Cap: The potential percentage of the Payment Base Cap. When this rider is initially offered, the Modal Payment Base Cap will not be applicable. We may decide in the future to prospectively have a cap based on the Modal Valuation frequency. Based on the Modal Valuation offered, the ranges are as follows:</p> <table border="1" data-bbox="976 967 1476 1182"> <tbody> <tr> <td data-bbox="976 967 1119 1019">Annual</td> <td data-bbox="1119 967 1476 1019">between 5% and 25%</td> </tr> <tr> <td data-bbox="976 1019 1119 1071">Quarterly</td> <td data-bbox="1119 1019 1476 1071">between 1.25% and 6.25%</td> </tr> <tr> <td data-bbox="976 1071 1119 1123">Monthly</td> <td data-bbox="1119 1071 1476 1123">between .42% and 2.08%</td> </tr> <tr> <td data-bbox="976 1123 1119 1175">Daily</td> <td data-bbox="1119 1123 1476 1175">between .02% and .1%</td> </tr> </tbody> </table>	Annual	between 5% and 25%	Quarterly	between 1.25% and 6.25%	Monthly	between .42% and 2.08%	Daily	between .02% and .1%
Annual	between 5% and 25%									
Quarterly	between 1.25% and 6.25%									
Monthly	between .42% and 2.08%									
Daily	between .02% and .1%									
2	[on a daily basis]	<p>Modal Valuation Day: The Modal valuation frequency will be daily when this rider is initially offered. We may decide in the future to prospectively replace [on a daily basis] with any one of the following:</p> <table border="1" data-bbox="793 1304 1730 1442"> <tbody> <tr> <td data-bbox="793 1304 1730 1344">the day of each calendar month that corresponds to the Contract Issue Date</td> </tr> <tr> <td data-bbox="793 1344 1730 1385">the day of each calendar quarter that corresponds to the Contract Issue Date</td> </tr> <tr> <td data-bbox="793 1385 1730 1442">each Contract Anniversary</td> </tr> </tbody> </table>	the day of each calendar month that corresponds to the Contract Issue Date	the day of each calendar quarter that corresponds to the Contract Issue Date	each Contract Anniversary					
the day of each calendar month that corresponds to the Contract Issue Date										
the day of each calendar quarter that corresponds to the Contract Issue Date										
each Contract Anniversary										

3	[59 ½ - 85+]	Withdrawal Percentage: These age bands, in conjunction with the Withdrawal Percentage, are used to determine the Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, there will be three age bands, 59 ½ to 64, 65-84 and 85+. We may decide in the future to change these bands ages or add more bands prospectively using ages between 55 and 105.				
3	[4.0% - 6.0%]	Withdrawal Percentage: These percentages are used to determine the Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, the percentage will be 4% (Single) of the Payment Base, with a maximum of 6% (Single) based on the oldest Covered Life's attained age. We may decide in the future to change the minimum and maximum percentage limits prospectively between 3% and 10%.				
3	[90 th]	Payment Base and Anniversary Payment Base: The age at which we will no longer reset the Payment Base and Anniversary Payment base when this rider is initially offered. We may decide in the future to change this age prospectively to an age between 65 and 105.				
4	[1 st] – [10 th]	Deferral Bonus: The Contract Anniversary during the effective Deferral Bonus Period, on which We may apply a Deferral Bonus to the Payment Base. When this rider is initially offered, the Deferral Bonus period will reflect all 10 Contract Anniversaries. We may decide in the future to change the Deferral Bonus Period prospectively between 0 and 20 Contract Anniversaries.				
4	[6%]	Deferral Bonus: The percentage used to determine the amount of Deferral Bonus on each Contract Anniversary. When this rider is initially offered, the percentage will be 6% of the Bonus Base. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.				
4	[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]	<p>Deferral Bonus: This additional bonus provision will not be included when this rider is initially offered. We may decide in the future to include this additional bonus provision prospectively. If this provision is included, the only variability within the provision is noted in brackets and described below.</p> <table border="1" data-bbox="720 902 1730 1344"> <tr> <td data-bbox="720 902 1150 1138">[on all Contract Anniversaries]</td> <td data-bbox="1150 902 1730 1138">If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.</td> </tr> <tr> <td data-bbox="720 1138 1150 1344">[\$250,000]</td> <td data-bbox="1150 1138 1730 1344">The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$500,000.</td> </tr> </table>	[on all Contract Anniversaries]	If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.	[\$250,000]	The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$500,000.
[on all Contract Anniversaries]	If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.					
[\$250,000]	The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$500,000.					

4	[\$5,000,000]	Subsequent Premium Payment and Transfers from Other Account(s): The maximum level for the Payment Base, Anniversary Payment Base or Deferral Bonus Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
5	[\$5,000,000]	Lifetime Benefit Payment: The maximum level for the Payment Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
5	[4.0%]	Threshold Payment: The percentage used to determine the Threshold Payment amount prior to the Lifetime Income Eligibility Date. When this rider is initially offered, the percentage will be 4% of the Payment Base. We may decide in the future to change the percentage limits prospectively between 3% and 10%.
5	[\$5,000,000]	Threshold Payment: The maximum level for the Payment Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
5	[\$5,000,000]	Transfer Limit: The maximum level for the Payment Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
11	[5]	Investment Restrictions: The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. We may decide in the future to change the number of days prospectively between 0 and 30 days.
11	[1 st]	Investment Restrictions: The anniversary the rider is in force initially before We require approval for subsequent Premiums. We may decide in the future to change the anniversary prospectively between 1st and 5th.
11	[\$100,000]	Investment Restrictions: The premium amount that is the maximum amount accepted after the rider is in force when the rider is initially offered. We may decide in the future to change the amount prospectively between \$50,000 and \$200,000.
12	[10]	Minimum Amount Rule: The number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10. We may decide in the future to change the number of days prospectively between 3 and 60.
14	[0.50%]	Rider Charge: The minimum rate in determining the Rider Charge when the rider is initially offered. We may decide in the future to change the rates prospectively between 0.10% and 0.75%.
14	[2.50%]	Rider Charge: The maximum rate in determining the Rider Charge when this rider is initially offered. We may decide in the future to change the rates prospectively between 0.50% and 2.50%.
14	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life and Annuity Insurance Company
Guaranteed Minimum Withdrawal Benefit Plus Rider M
(Single Life)
Form Number: LA-GMWBSPM-12
January 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION								
1	[10 th]	Deferral Bonus Period: The number of contract anniversaries. When this rider is initially offered, the number will be 10 th contract anniversaries. We may decide in the future to change the years prospectively between 0 and 20.								
1	[59 ½]	Lifetime Income Eligibility Date: The earliest age that a Contract Owner is able to withdraw Lifetime Benefit Payments under the rider provisions. We may decide in the future to change this minimum age prospectively to an age between 55 and 75.								
2	[81]	Maximum Rider Issue Age: The maximum age of the Covered Life to be eligible for this rider when the rider is initially offered. We may decide in the future to change the maximum age prospectively to an age between 70 and 90.								
2	[Not Applicable]	<p>Modal Payment Base Cap: The potential percentage of the Payment Base Cap. When this rider is initially offered, the Modal Payment Base Cap will not be applicable. We may decide in the future to prospectively have a cap based on the Modal Valuation frequency. Based on the Modal Valuation offered, the ranges are as follows:</p> <table border="1" data-bbox="976 967 1476 1179"> <tbody> <tr> <td data-bbox="976 967 1119 1019">Annual</td> <td data-bbox="1119 967 1476 1019">between 5% and 25%</td> </tr> <tr> <td data-bbox="976 1019 1119 1071">Quarterly</td> <td data-bbox="1119 1019 1476 1071">between 1.25% and 6.25%</td> </tr> <tr> <td data-bbox="976 1071 1119 1123">Monthly</td> <td data-bbox="1119 1071 1476 1123">between .42% and 2.08%</td> </tr> <tr> <td data-bbox="976 1123 1119 1175">Daily</td> <td data-bbox="1119 1123 1476 1175">between .02% and .1%</td> </tr> </tbody> </table>	Annual	between 5% and 25%	Quarterly	between 1.25% and 6.25%	Monthly	between .42% and 2.08%	Daily	between .02% and .1%
Annual	between 5% and 25%									
Quarterly	between 1.25% and 6.25%									
Monthly	between .42% and 2.08%									
Daily	between .02% and .1%									
2	[on a daily basis]	<p>Modal Valuation Day: The Modal valuation frequency will be daily when this rider is initially offered. We may decide in the future to prospectively replace [on a daily basis] with any one of the following:</p> <table border="1" data-bbox="791 1295 1730 1435"> <tbody> <tr> <td data-bbox="791 1295 1730 1331">the day of each calendar month that corresponds to the Contract Issue Date</td> </tr> <tr> <td data-bbox="791 1331 1730 1367">the day of each calendar quarter that corresponds to the Contract Issue Date</td> </tr> <tr> <td data-bbox="791 1367 1730 1435">each Contract Anniversary</td> </tr> </tbody> </table>	the day of each calendar month that corresponds to the Contract Issue Date	the day of each calendar quarter that corresponds to the Contract Issue Date	each Contract Anniversary					
the day of each calendar month that corresponds to the Contract Issue Date										
the day of each calendar quarter that corresponds to the Contract Issue Date										
each Contract Anniversary										

3	[59 ½ - 85+]	Withdrawal Percentage: These age bands, in conjunction with the Withdrawal Percentage, are used to determine the Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, there will be three age bands, 59 ½ to 64, 65-84 and 85+. We may decide in the future to change these bands ages or add more bands prospectively using ages between 55 and 105.				
3	[4.0% - 6.0%]	Withdrawal Percentage: These percentages are used to determine the Lifetime Benefit Payment after the Lifetime Income Eligibility Date at various times. When this rider is initially offered, the percentage will be 4% (Single) of the Payment Base, with a maximum of 6% (Single) based on the oldest Covered Life's attained age. We may decide in the future to change the minimum and maximum percentage limits prospectively between 3% and 10%.				
3	[90 th]	Payment Base and Anniversary Payment Base: The age at which we will no longer reset the Payment Base and Anniversary Payment base when this rider is initially offered. We may decide in the future to change this age prospectively to an age between 65 and 105.				
4	[1 st] – [10 th]	Deferral Bonus: The Contract Anniversary during the effective Deferral Bonus Period, on which We may apply a Deferral Bonus to the Payment Base. When this rider is initially offered, the Deferral Bonus period will reflect all 10 Contract Anniversaries. We may decide in the future to change the Deferral Bonus Period prospectively between 0 and 20 Contract Anniversaries.				
4	[6%]	Deferral Bonus: The percentage used to determine the amount of Deferral Bonus on each Contract Anniversary. When this rider is initially offered, the percentage will be 6% of the Bonus Base. Our company may decide in the future to change the percentage limits prospectively between 0% and 10%.				
4	[We reserve the right to apply, on a non-discriminatory basis, an additional amount to the above-stated Deferral Bonus percentages [on all Contract Anniversaries] during the Deferral Bonus Period when cumulative Premium Payments made during the first Contract Year are equal to or in excess of [\$250,000].]	<p>Deferral Bonus: This additional bonus provision will not be included when this rider is initially offered. We may decide in the future to include this additional bonus provision prospectively. If this provision is included, the only variability within the provision is noted in brackets and described below.</p> <table border="1" data-bbox="722 902 1730 1344"> <tr> <td data-bbox="722 902 1150 1136">[on all Contract Anniversaries]</td> <td data-bbox="1150 902 1730 1136">If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.</td> </tr> <tr> <td data-bbox="722 1136 1150 1344">[\$250,000]</td> <td data-bbox="1150 1136 1730 1344">The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$500,000.</td> </tr> </table>	[on all Contract Anniversaries]	If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.	[\$250,000]	The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$500,000.
[on all Contract Anniversaries]	If this provision is included in the rider, the additional amount initially applied to the Deferral Bonus will be applied on all Contract Anniversaries. We may decide in the future to change the Contract Anniversaries for which this additional amount will be applied to be between 0 and 20 Contract Anniversaries.					
[\$250,000]	The amount used to determine eligibility for the additional amount to be applied to the Deferral Bonus. If this provision is included in the rider, the initial amount will be \$250,000. We may decide in the future to change the amount prospectively between \$0 and \$500,000.					

4	[\$5,000,000]	Subsequent Premium Payment and Transfers from Other Account(s): The maximum level for the Payment Base, Anniversary Payment Base or Deferral Bonus Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
5	[\$5,000,000]	Lifetime Benefit Payment: The maximum level for the Payment Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
5	[4.0%]	Threshold Payment: The percentage used to determine the Threshold Payment amount prior to the Lifetime Income Eligibility Date. When this rider is initially offered, the percentage will be 4% of the Payment Base. We may decide in the future to change the percentage limits prospectively between 3% and 10%.
5	[\$5,000,000]	Threshold Payment: The maximum level for the Payment Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
5	[\$5,000,000]	Transfer Limit: The maximum level for the Payment Base when the rider is initially offered. We may decide in the future to change the maximum prospectively between \$1,000,000 and \$5,000,000.
10	[6]	Annuitant Change: The number of months used to determine if a recalculation of rider benefits is necessary as a result of a change in Annuitant Life. When the rider is initially offered, the number of months will be 6. We may decide in the future to change the number of months prospectively between 3 and 24 months.
11	[5]	Investment Restrictions: The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. We may decide in the future to change the number of days prospectively between 0 and 30 days.
11	[1 st]	Investment Restrictions: The anniversary the rider is in force initially before We require approval for subsequent Premiums. We may decide in the future to change the anniversary prospectively between 1st and 5th.
11	[\$100,000]	Investment Restrictions: The premium amount that is the maximum amount accepted after the rider is in force when the rider is initially offered. We may decide in the future to change the amount prospectively between \$50,000 and \$200,000.
12	[10]	Minimum Amount Rule: The number of days a Contract Owner has, after the Minimum Amount Rule has been triggered, to instruct Us on the investment program they have elected to move their remaining Contract Value to. When the rider is initially offered, the number of days will be 10. We may decide in the future to change the number of days prospectively between 3 and 60.
14	[0.50%]	Rider Charge: The minimum rate in determining the Rider Charge when the rider is initially offered. We may decide in the future to change the rates prospectively between 0.10% and 0.75%.

14	[2.50%]	Rider Charge: The maximum rate in determining the Rider Charge when this rider is initially offered. We may decide in the future to change the rates prospectively between 0.50% and 2.50%.
14	SIGNATURES	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.

STATEMENT OF VARIABLES

**Hartford Life and Annuity Insurance Company
Maximum Daily Value Death Benefit Rider
Form Number: LA-MDV-12
January 19, 2012**

The bracketed items are variable and may be modified on a non-discriminatory basis. The following information describes the usage and possible future modifications to the bracketed variable material of the captioned individual variable annuity rider.

PAGE NUMBER	VARIABLE ITEM	DESCRIPTION
1	[1 st]	Premium Payment: The anniversary the rider is in force initially after which prior approval is needed for Premium Payments made to contracts with this Rider. We may decide in the future to change the anniversary prospectively between 1st and 5th.
2	[81 st]	Maximum Daily Value: The age at which we will no longer capture the Contract Value for determining the Maximum Daily Value. We may decide in the future to change this maximum age prospectively to an age between 65 and 105.
3	[0%]	Partial Surrender Limit: The percentage used to determine Partial Surrender Limit. When this rider is initially offered, the percentage will be 0% of the greater of (i) Return of Premium or (ii) Maximum Daily Value if no such guaranteed minimum withdrawal benefit rider is attached to this Contract. We may decide in the future to change this maximum age prospectively between 0% and 10%.
	[5%]	Transfer Limit: The percentage used to determine Transfer Limit. When this rider is initially offered, the percentage will be 5% of the greater of Premium Payments or Maximum Anniversary Value. We may decide in the future to change the percentage limits prospectively between 0% and 10%.
5	[75]	Spousal Continuation: The age over which this rider cannot continue upon Spousal Continuation. We may decide in the future to change this maximum age prospectively to an age between 65 and 105.
6	[6]	Ownership Change: The number of months used under the Ownership Change provision of the rider to determine if a recalculation of rider benefits is necessary as a result of a change in Owner. We may decide in the future to change the number of months prospectively between 3 and 24 months.
7	[5]	Investment Restrictions: The definition of "promptly" for purposes of Investment Restriction violations is described in terms of a number of days. When this rider is initially offered, the number of days will be 5. We may decide in the future to change the number of days prospectively between 0 and thirty 30 days.
	[1 st]	Investment Restrictions: The anniversary the rider is in force initially after which prior approval is needed for Premium Payments made to contracts with this Rider. We may decide in the future to change the anniversary prospectively between 1st and 5th.
	[\$100,000]	Investment Restrictions: The premium amount that is the maximum amount accepted after the rider is in force when the rider is initially offered. We may decide in the future to change the amount prospectively between \$50,000 and \$200,000.

8	[1.50%]	Rider Charge: The maximum rate in determining the Rider Charge when this rider is initially offered. We may decide in the future to change the rate prospectively between 0% and 1.50%.
	Signatures	The signatures and titles are those in effect and over time may change. The signatures and titles will be of those officers applicable at the time the Rider is issued.