

SERFF Tracking Number: HARL-128333123 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
Company Tracking Number: LA-1375(12)
TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium
Product Name: Flexible Premium Variable Adjustable Life Insurance
Project Name/Number: Flexible Premium Variable Adjustable Life Insurance/LA-1375(12)

Filing at a Glance

Company: Hartford Life and Annuity Insurance Company

Product Name: Flexible Premium Variable SERFF Tr Num: HARL-128333123 State: Arkansas

Adjustable Life Insurance

TOI: L06I Individual Life - Variable SERFF Status: Closed-Approved- State Tr Num:
Closed

Sub-TOI: L06I.002 Single Life - Flexible Co Tr Num: LA-1375(12) State Status: Approved-Closed
Premium

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Jane Chapman, Roberta Chu, Barbara Warren Disposition Date: 06/19/2012

Date Submitted: 06/13/2012

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Flexible Premium Variable Adjustable Life Insurance

Project Number: LA-1375(12)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Roberta Chu

Filing Description:

We are submitting the subject forms for your review and approval. The forms are new and the policy is intended to replace VUL policy form LA-1240(03) originally approved in 2003.

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 06/08/2012

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 06/19/2012

State Status Changed: 06/19/2012

Created By: Roberta Chu

Corresponding Filing Tracking Number:

The Policy is an Individual Flexible Premium Variable Adjustable Life Insurance Policy. The policy will be marketed on an individual basis to the general public, solicited to individuals ages 0-85 through licensed agents and brokers and is subject to our normal underwriting requirements. The policy may be issued on a unisex basis. Included in the policy form are the unisex specification pages that will be used in this event. The policy provides a premium based cumulative

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no lapse guarantee feature available for issue ages 0-85 which applies for 20 years, or to age 75 if sooner, with a minimum period of 5 years.

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

- the Premium Charge is lower (Page 3A), and
- the Surrender Charges are different (Page 3B).

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

The policy is subject to federal jurisdiction and accordingly the Flesch requirements do not apply.

The Policy Specifications are completed in John Doe fashion. Variable text is enclosed in brackets and described in the Statements of Variability accompanying this filing.

Also included in this submission are the following:

- Two Actuarial Memorandums, one for the base policy and one for the alternate plan design,
- Any certifications or supporting documentation , as required by your state.

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

Best regards,

Roberta M. Chu, AIRC
Sr Compliance Specialist, ILD Compliance
Phone: (800) 503-3150 or direct (860) 843-4317
Fax: (860) 843-8547
E-Mail: roberta.chu@thehartford.com
State Narrative:

Company and Contact

Filing Contact Information

Roberta Chu, Contract Analyst

roberta.chu@hartfordlife.com

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 200 HopmeadowRd 860-843-4317 [Phone]
 Simsbury, CT 06089 860-843-5194 [FAX]

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: \$150.00
 Retaliatory? No
 Fee Explanation: \$50/form=\$150
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life and Annuity Insurance Company	\$150.00	06/13/2012	60098746

SERFF Tracking Number: HARL-128333123 State: Arkansas
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 Product Name: Flexible Premium Variable Adjustable Life Insurance
 Project Name/Number: Flexible Premium Variable Adjustable Life Insurance/LA-1375(12)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/19/2012	06/19/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Flexible Premium Adjustable Life Insurance Policy	Roberta Chu	06/13/2012	06/13/2012
Supporting Document	Life & Annuity - Acturial Memo	Roberta Chu	06/13/2012	06/13/2012

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 Product Name: Flexible Premium Variable Adjustable Life Insurance
 Project Name/Number: Flexible Premium Variable Adjustable Life Insurance/LA-1375(12)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document (revised)	Life & Annuity - Actuarial Memo		No
Supporting Document	Life & Annuity - Actuarial Memo	Replaced	No
Supporting Document	Statements of Variability		Yes
Form (revised)	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Flexible Premium Adjustable Life Insurance Policy	Replaced	Yes
Form	Policy Specifications Page		Yes
Form	Policy Specifications Page		Yes

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Amendment Letter

Submitted Date: 06/13/2012

Comments:

Subsequent to submission we were notified that the surrender charges shown in the BASE actuarial memorandum on page 15 and the BASE policy form were for a 25 year old as opposed to a 35 year old. These files have been updated. No other changes have been made.

We hope this has not caused any inconvenience for the review of this submission. No other changes have been made.

Thank you,
 Roberta M. Chu

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
LA-1375(12)	Policy/Contr	Flexible act/Fraternal Premium Certificate: Adjustable Amendment, Life Insert Insurance Policy Endorsement or Rider	Initial				0.000	Form Policy AR LA-1375(12).pdf

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Acturial Memo

Comment: Attached are the Actuarial Memorandums for the base policy and EVO.
 ActMemoVUL_Liberty_EVOnonIIPRCcomplete.pdf
 AR LIBERTY3_2001CSO CURRMORTTIER1.pdf
 AR LIBERTY3_2001CSO CURRMORTTIER2.pdf
 AR LIBERTY3_2001CSO TIER1RATIO .pdf
 ActMemoVUL_Liberty_Base nonIIPRCcomplete.pdf

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Form Schedule

Lead Form Number: LA-1375(12)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	LA-1375(12)	Policy/Cont ract/Fraternal Insurance Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Flexible Premium Adjustable Life Insurance Policy	Initial		0.000	Form Policy AR LA-1375(12).pdf
	1375(3A)E VO	Schedule Pages	Policy Specifications Page	Initial		0.000	Form 1375(3A)EVO.pdf
	1375(3B)E VO	Schedule Pages	Policy Specifications Page	Initial		0.000	Form 1375(3B)EVO.pdf

Hartford Life and Annuity Insurance Company
Hartford, Connecticut 06104-2999
(A stock insurance company)
(the "Company")

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

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

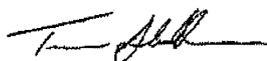
We will pay the Death Proceeds to the Beneficiary if the Insured dies while this Policy is in force. Payment will be made after We receive Due Proof of Death of the Insured, at Our Individual Life Operations facility in St. Paul, Minnesota.

Signed for the Company

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]

READ YOUR POLICY CAREFULLY

This is a legal contract between You and Us

RIGHT TO EXAMINE POLICY

We want You to be satisfied with the Policy You have purchased. We urge You to examine it closely. If, for any reason You are not satisfied, You may deliver or mail the Policy to Us or to the insurance producer from whom it was purchased anytime during Your free look period. Your free look period begins on the day You get Your Policy and ends ten days after You get it. In such an event, the Policy will be rescinded and We will pay an amount equal to the greater of (a) the premiums paid for the Policy less any Indebtedness and Withdrawals; or (b) the sum of: i) the Account Value less any Indebtedness, on the date the returned Policy is received by Us or the insurance producer from whom it was purchased; and, ii) any Policy charges taken.

Adjustable Death Benefit
Death Proceeds Payable at Death of the Insured
Cash Surrender Value Payable upon Surrender
Premiums Payable as shown on Page 3
Non-Participating

THE AMOUNT OF THE DEATH BENEFIT AND PORTIONS OF THE ACCOUNT VALUE THAT ARE BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT ARE NOT GUARANTEED AND WILL DECREASE OR INCREASE DEPENDING ON THE INVESTMENT EXPERIENCE OF THAT SEPARATE ACCOUNT.

**FLEXIBLE PREMIUM
VARIABLE ADJUSTABLE LIFE INSURANCE POLICY**



TABLE OF CONTENTS

	Page
Policy Specifications	3, 4
Definitions	5
Death Benefit	7
Increases and Decreases in Face Amount	8
Premiums	9
Account Value, Cash Value and Cash Surrender Value	10
Valuation Provisions	11
Monthly Deduction	12
Insurance Class Changes	13
Transfers	13
Policy Default and Grace Period	14
Reinstatement	14
Policy Loans	15
Withdrawals	16
Surrenders	16
Payments By Us	17
Taxation of The Separate Account	17
The Contract	17
Ownership and Beneficiary	19
Termination	20
Continuation Beyond the Insured's Attained Age 120	20
Payment of Death Proceeds	21
Income Settlement Options	21
Any Riders follow page	22

POLICY SPECIFICATIONS

POLICY INFORMATION

POLICY: FLEXIBLE PREMIUM VARIABLE
ADJUSTABLE LIFE

POLICY NUMBER: [VL00001]
INSURED: [JOHN DOE]
ISSUE AGE/SEX: [35, MALE]
INSURANCE CLASS: [PREFERRED/NON-NICOTINE]

OWNER: [JOHN DOE]
BENEFICIARY: [JANE DOE]

POLICY DATE: [MAY 1, 2012]
DATE OF ISSUE: [MAY 1, 2012]

DEATH BENEFIT INFORMATION

INITIAL FACE AMOUNT: [\$100,000]

UNSCHEDULED INCREASES MAXIMUM AGE: [85]
MINIMUM INCREASE IN FACE AMOUNT: [\$25,000]
MINIMUM DECREASE IN FACE AMOUNT: [\$500]
MINIMUM FACE AMOUNT AFTER DECREASE: [\$50,000]

DEATH BENEFIT OPTION: [B (RETURN OF ACCOUNT VALUE)]
DEATH BENEFIT OPTION C LIMIT: [NOT APPLICABLE]

PREMIUM INFORMATION

INITIAL PLANNED PREMIUM: [\$1,000.00]
PAYMENT FREQUENCY: [ANNUAL]

NO LAPSE GUARANTEE PERIOD: [MAY 1, 2012 - APRIL 30, 2032]
MONTHLY NO LAPSE GUARANTEE PREMIUM: [\$36.90]

DEFINITION OF LIFE INSURANCE TEST: [GUIDELINE PREMIUM/CASH VALUE CORRIDOR TEST]

ACCOUNT VALUE INFORMATION

ANNUAL FIXED ACCOUNT MINIMUM CREDITED RATE: 2.00%

SEPARATE ACCOUNT: [VARIABLE LIFE II]

INITIAL NET PREMIUM ALLOCATION: [HARTFORD MONEY MARKET HLS FUND]

It is possible that coverage will terminate if the Cash Value, less Indebtedness, is insufficient to pay the Monthly Deduction Amount and the No Lapse Guarantee is not available, or if Indebtedness equals or exceeds the Cash Value. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited to the Fixed Account and investment experience of the Separate Account, loans or Withdrawals taken and the cost of additional benefits. The Planned Premium may need to be increased to keep this Policy and coverage in force. The Account Value at the end of the No Lapse Guarantee Period may be insufficient to keep the Policy in force unless an additional premium payment is made at that time. If the Policy terminates for reasons other than death of the Insured or Cash Surrender, there will be no Death Benefit or Cash Surrender Value.

POLICY SPECIFICATIONS

POLICY INFORMATION

POLICY:	FLEXIBLE PREMIUM VARIABLE ADJUSTABLE LIFE
POLICY NUMBER:	[VL00001]
INSURED:	[JOHN DOE]
ISSUE AGE:	[35, MALE]
INSURANCE CLASS:	[PREFERRED/NON-NICOTINE]
OWNER:	[JOHN DOE]
BENEFICIARY:	[JANE DOE]
POLICY DATE:	[JANUARY 1, 2003]
DATE OF ISSUE:	[JANUARY 1, 2003]

DEATH BENEFIT INFORMATION

INITIAL FACE AMOUNT:	[\$100,000]
UNSCHEDULED INCREASES MAXIMUM AGE:	[85]
MINIMUM INCREASE IN FACE AMOUNT:	[\$25,000]
MINIMUM DECREASE IN FACE AMOUNT:	[\$500]
MINIMUM FACE AMOUNT AFTER DECREASE:	[\$50,000]
DEATH BENEFIT OPTION:	[B (RETURN OF ACCOUNT VALUE)]
DEATH BENEFIT OPTION C LIMIT:	[NOT APPLICABLE]

PREMIUM INFORMATION

INITIAL PLANNED PREMIUM:	[\$1,000.00]
PAYMENT FREQUENCY:	[ANNUAL]
NO LAPSE GUARANTEE PERIOD:	[MAY 1, 2012 - APRIL 30, 2032]
MONTHLY NO LAPSE GUARANTEE PREMIUM:	[\$36.90]
DEFINITION OF LIFE INSURANCE TEST:	[GUIDELINE PREMIUM/CASH VALUE CORRIDOR TEST]

ACCOUNT VALUE INFORMATION

ANNUAL FIXED ACCOUNT MINIMUM CREDITED RATE:	2.00%
SEPARATE ACCOUNT:	[VARIABLE LIFE II]
INITIAL NET PREMIUM ALLOCATION:	[HARTFORD MONEY MARKET HLS FUND]

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POLICY SPECIFICATIONS

POLICY CHARGES

DEDUCTIONS FROM PREMIUM PAYMENTS

TYPE OF CHARGE

MAXIMUM SALES CHARGES:

ALL POLICY YEARS

PERCENT OF PREMIUMS PAID

5.75%

TAX CHARGE:

ALL POLICY YEARS

[1.75%]*

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

MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

TYPE OF CHARGE

MONTHLY ADMINISTRATIVE
CHARGE:

POLICY YEARS

ALL

CHARGE OR PERCENT OF VALUE

\$10.00 PER MONTH

MONTHLY PER \$1,000 RATE:

1-5

[0.3750] PER MONTH PER \$1,000 OF
INITIAL FACE AMOUNT.

6+

[0]

MORTALITY AND EXPENSE
RISK RATE:

1-10

0.05417% PER MONTH (0.65% PER
YEAR) OF THE ACCUMULATED
VALUE IN THE SUB-ACCOUNTS.

11-20

0.0333% PER MONTH (0.40% PER
YEAR) OF THE ACCUMULATED
VALUE IN THE SUB-ACCOUNTS.

21+

0.0208% PER MONTH (0.25% PER
YEAR) OF THE ACCUMULATED
VALUE IN THE SUB-ACCOUNTS

POLICY SPECIFICATIONS

POLICY CHARGES

MAXIMUM TRANSFER CHARGE

ALL POLICY YEARS	\$00.00 FOR THE FIRST TRANSFER IN ANY CALENDAR MONTH.
ALL POLICY YEARS	\$25.00 PER TRANSFER IN EXCESS OF ONE PER CALENDAR MONTH.

MAXIMUM SURRENDER CHARGES

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

POLICY SPECIFICATIONS

SCHEDULED FACE AMOUNT INCREASES

<u>DATE OF INCREASE</u>	<u>SCHEDULED INCREASE AMOUNT</u>
[MAY 1, 2017	\$75,000
MAY 1, 2022	\$75,000
MAY 1, 2027	\$75,000
MAY 1, 2032	\$75,000]

POLICY SPECIFICATIONS

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

ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
[35	250.00	0.100889	78	105.00	4.840124
36	250.00	0.106729	79	105.00	5.413297
37	250.00	0.111735	80	105.00	6.041778
38	250.00	0.120079	81	105.00	6.761715
39	250.00	0.128424	82	105.00	7.514597
40	250.00	0.137604	83	105.00	8.330443
41	243.00	0.149289	84	105.00	9.241377
42	236.00	0.163480	85	105.00	10.275444
43	229.00	0.179343	86	105.00	11.434949
44	222.00	0.199385	87	105.00	12.715070
45	215.00	0.221102	88	105.00	14.105249
46	209.00	0.241988	89	105.00	15.593575
47	203.00	0.264551	90	105.00	17.170568
48	197.00	0.277924	91	104.00	18.673303
49	191.00	0.293807	92	103.00	20.265436
50	185.00	0.313874	93	102.00	21.973758
51	178.00	0.338964	94	101.00	23.812176
52	171.00	0.373265	95	101.00	25.792735
53	164.00	0.411764	96	101.00	27.641472
54	157.00	0.459492	97	101.00	29.653782
55	150.00	0.515626	98	101.00	31.850974
56	146.00	0.575149	99	101.00	34.259583
57	142.00	0.638907	100	101.00	36.908633
58	138.00	0.691792	101	101.00	39.063616
59	134.00	0.752271	102	101.00	41.417638
60	130.00	0.825403	103	101.00	43.995444
61	128.00	0.916270	104	101.00	46.824180
62	126.00	1.026610	105	101.00	49.937037
63	124.00	1.149742	106	101.00	53.373250
64	122.00	1.278958	107	101.00	57.184616
65	120.00	1.415129	108	101.00	61.429090
66	119.00	1.552352	109	101.00	66.182054
67	118.00	1.689783	110	101.00	71.538816
68	117.00	1.839326	111	101.00	77.626858
69	116.00	1.991672	112	101.00	83.333333
70	115.00	2.173290	113	101.00	83.333333
71	113.00	2.376655	114	101.00	83.333333
72	111.00	2.648233	115	101.00	83.333333
73	109.00	2.931816	116	101.00	83.333333
74	107.00	3.230104	117	101.00	83.333333
75	105.00	3.561439	118	101.00	83.333333
76	105.00	3.923571	119	101.00	83.333333]
77	105.00	4.345712			

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

POLICY SPECIFICATIONS

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

ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
[35	250.00	0.096718	78	105.00	4.441928
36	250.00	0.102557	79	105.00	4.944787
37	250.00	0.107563	80	105.00	5.492947
38	250.00	0.115907	81	105.00	6.136249
39	250.00	0.123417	82	105.00	6.813808
40	250.00	0.131762	83	105.00	7.533613
41	243.00	0.142611	84	105.00	8.332271
42	236.00	0.155132	85	105.00	9.229379
43	229.00	0.170159	86	105.00	10.188661
44	222.00	0.188528	87	105.00	11.303591
45	215.00	0.207737	88	105.00	12.493747
46	209.00	0.227785	89	105.00	13.754223
47	203.00	0.249508	90	105.00	15.018892
48	197.00	0.263715	91	104.00	16.031501
49	191.00	0.281268	92	103.00	17.218976
50	185.00	0.302168	93	102.00	18.618976
51	178.00	0.328091	94	101.00	20.245606
52	171.00	0.361551	95	101.00	22.180424
53	164.00	0.399208	96	101.00	24.034059
54	157.00	0.445255	97	101.00	26.069768
55	150.00	0.49719	98	101.00	27.147167
56	146.00	0.554186	99	101.00	28.746353
57	142.00	0.614573	100	101.00	30.864275
58	138.00	0.666605	101	101.00	32.921089
59	134.00	0.725387	102	101.00	35.310114
60	130.00	0.794294	103	101.00	38.092471
61	128.00	0.877556	104	101.00	41.338049
62	126.00	0.97774	105	101.00	45.080734
63	124.00	1.088155	106	101.00	49.213926
64	122.00	1.20546	107	101.00	53.771814
65	120.00	1.328835	108	101.00	58.724145
66	119.00	1.454072	109	101.00	64.269313
67	118.00	1.581178	110	101.00	70.418772
68	117.00	1.719502	111	101.00	76.940507
69	116.00	1.86229	112	101.00	83.333333
70	115.00	2.030864	113	101.00	83.333333
71	113.00	2.220245	114	101.00	83.333333
72	111.00	2.465663	115	101.00	83.333333
73	109.00	2.72291	116	101.00	83.333333
74	107.00	2.995529	117	101.00	83.333333
75	105.00	3.29662	118	101.00	83.333333
76	105.00	3.624729	119	101.00	83.333333]
77	105.00	4.003661			

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

POLICY SPECIFICATIONS

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DEFINITIONS

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

Account Value: the total of all amounts in the Fixed Account, Loan Account, and Sub-Accounts.

Accumulation Unit: an accounting unit used to calculate the value of a Sub-Account.

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

Attained Age: the Insured's Issue Age plus the Policy Year minus one.

Cash Surrender Value: the Cash Value less all Indebtedness.

Cash Value: the Account Value less any applicable Surrender Charges.

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

Cumulative No Lapse Guarantee Premium: the premium required to maintain the No Lapse Guarantee. On the Policy Date, the Cumulative No Lapse Guarantee Premium is the Monthly No Lapse Guarantee Premium shown on Page 3. On each Monthly Activity Date thereafter, the Cumulative No Lapse Guarantee Premium is: (a) the Cumulative No Lapse Guarantee Premium on the previous Monthly Activity Date; plus (b) the current Monthly No Lapse Guarantee Premium.

Date of Issue: the date shown on Page 3 from which Suicide and Incontestability provisions are measured. The date may be different from the Policy Date.

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

Death Benefit Option: the Death Benefit Option in effect determines how the Death Benefit is calculated. The Death Benefit Options are described in the Death Benefit provision of the Policy.

Death Proceeds: the amount which We will pay on the death of the Insured. Refer to the Death Benefit provision for information on how the Death Proceeds are calculated.

Dollar Cost Averaging: systematic transfers from one account to any other available account.

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

Face Amount: an amount We use to determine the Death Benefit. On the Policy Date, the Face Amount equals the Initial Face Amount shown on Page 3. Thereafter, it may change in accordance with the terms of the Increases and Decreases in the Face Amount provision, the Death Benefit Option Changes provision, and the Withdrawals provision.

Fixed Account: an Investment Choice which is part of Our General Account to which all or a portion of the Account Value may be allocated.

Funds: a registered open-end management company in which assets of the Separate Account may be invested.

General Account: an account which contains all of Our assets other than those held in Our Separate Accounts.

**DEFINITIONS
(Continued)**

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

In Writing: in a written form satisfactory to Us.

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

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

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

Investment Choices: The options among which You can allocate Your Account Value. These include the Fixed Account and the Sub-Accounts.

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

Loan Account: an account used to hold amounts set aside to serve as security for loans taken on the Policy. The amounts in the Loan Account are not subject to the investment experience of any Sub-Accounts.

Monthly Activity Date: the Policy Date and the same date in each succeeding month as the Policy Date. However, whenever the Monthly Activity Date falls on a date other than a Valuation Day, the Monthly Activity Date will be deemed to be the next Valuation Day.

Net Premium: the amount of premium credited to selected Investment Choices. It is the premium paid minus the deductions from premium shown in the Policy Specifications.

Planned Premium: the amount that the Owner intends to pay. The Initial Planned Premium is shown on Page 3.

Policy Anniversary: an anniversary of the Policy Date.

Policy Date: the date shown on Page 3 from which Policy Anniversaries and Policy Years are determined. This is the date on which monthly deductions begin.

Policy Years: years as measured from the Policy Date.

Pro Rata Basis: an allocation method based on the proportion of the Account Value in the applicable accounts.

Separate Account: an account, as specified on Page 3, which has been established to separate the assets funding the variable benefits for the class of contracts to which the Policy belongs from the other assets of the Company.

Sub-Accounts: the subdivisions of the Separate Account, each of which invests in a corresponding fund.

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

Valuation Day: the date on which a Sub-Account is valued. This occurs every day We are open and the New York Stock Exchange is open for trading.

Valuation Period: the period of time between the close of business on successive Valuation Days.

You, Your: the Owner of the Policy.

GENERAL

The Policy will become effective if and when:

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

DEATH BENEFIT

General

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

Death Proceeds

Death Proceeds equal the Death Benefit less Indebtedness and less any due and unpaid Monthly Deduction Amounts occurring during a Policy Grace Period. The Death Benefit is equal to the greater of the Death Benefit provided by the Death Benefit Option chosen and the Minimum Death Benefit. Any Monthly Deduction Amounts taken after the date of the Insured's death and before We receive Due Proof of Death will be added to the Account Value for purposes of determining Death Proceeds. All amounts used in determining the Death Proceeds are calculated as of the date We receive Due Proof of Death.

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

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

Death Benefit Options

You have three Death Benefit Options available under the Policy as described below.

1. Under Option A (Level Option), the Death Benefit is the current Face Amount.
2. Under Option B (Return of Account Value Option), the Death Benefit is the current Face Amount, plus the current Account Value.
3. Under Option C (Return of Premium Option), the Death Benefit is the current Face Amount, plus the lesser of:
 - (a) the sum of the premiums paid; or
 - (b) the Death Benefit Option C Limit shown on Page 3.

**DEATH BENEFIT
(Continued)**

Death Benefit Option Changes

You may change Your Death Benefit Option, subject to the conditions described here. You must notify Us In Writing or in a manner satisfactory to Us of the change. Such change will be effective on the Monthly Activity Date following the date We receive the request and the conditions are met. The following changes are allowed with no evidence of insurability required:

1. You may change from Option A (Level Option) to Option B (Return of Account Value Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change, decreased by the then current Account Value.
2. You may change from Option C (Return of Premium Option) to Option A (Level Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change.
3. You may change from Option B (Return of Account Value Option) to Option A (Level Option). If You do, the Face Amount will become the Face Amount immediately prior to the option change increased by the Account Value on the date of the option change.

Minimum Death Benefit

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

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

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

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

The Minimum Death Benefit is determined by using the current Account Value.

**INCREASES AND
DECREASES IN
FACE AMOUNT**

Scheduled Increases in Face Amount

We will increase the Face Amount automatically by the amounts shown in the Policy Specifications. These scheduled increases will continue until You request to discontinue the increases or until You request to decrease the Face Amount of Your Policy. Decreases in the Face Amount as a result of a withdrawal or a Death Benefit Option Change will not affect Your future scheduled increases.

Unscheduled Increases in Face Amount

At any time after the first Policy Year and prior to the maximum age shown on Page 3, You may request In Writing, or in a manner satisfactory to Us, to increase the Face Amount. All requests to increase the Face Amount must be applied for on a new application and will be subject to evidence of insurability satisfactory to Us. Any increase approved by Us will be effective on the Monthly Activity Date following our approval of such increase. Any unscheduled increase will be subject to additional Monthly Per \$1,000 Charges, additional Cost of Insurance Charges and additional Surrender Charges, all of which are based on the Attained Age of the Insured at the time of the increase. We will send You an endorsement describing these charges. Unscheduled increases will be subject to the Incontestability and Suicide provisions of the Policy. We reserve the right to limit You to one unscheduled increase in any 12 month period.

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

Decreases in Face Amount

At any time after the first Policy Year You may request In Writing, or in a manner satisfactory to Us, to decrease the Face Amount. The minimum amount by which the Face Amount can be decreased is shown on Page 3. A decrease in the Face Amount will be effective on the Monthly Activity Date following the date We receive Your request. The remaining Face Amount must not be less than the minimum Face Amount shown on Page 3. If there have been any Face Amount increases, decreases will be taken in the reverse order from which the increases were applied. We reserve the right to limit You to one unscheduled decrease in any 12 month period.

PREMIUMS

General

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

Premium Limitations

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

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

How To Make Premium Payments

Payments must be made payable to the Company shown on the first page of the Policy and sent to Us at the address shown on the premium notice. Net Premium will be applied on the date We receive it In Good Order at the address shown on the premium notice. You must instruct us In Writing how you want Your premium allocated among Your selected Investment Choices. Except for Net Premium received by Us prior to the end of the Right to Examine Policy period, premium will be allocated based on Your most recent instructions on file with Us. See the Initial Net Premium Allocation provision for how we allocate initial premium received during the Right to Examine Policy period.

We will apply any amount received under the Policy as a premium unless it is clearly marked otherwise.

Planned Premium Payments

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

**PREMIUMS
(Continued)**

Flexible Premiums

After the initial premium has been paid, subsequent premium payments are flexible. The actual amount and frequency of payment will affect the Account Value and could affect the amount and duration of insurance provided by the Policy. You may pay additional premiums at any time subject to Our Premium limitations.

Initial Premium Allocation

Net Premiums received by Us prior to the end of the Right to Examine Policy period will be allocated as shown on Page 3 on the later of:

- (a) the Policy Date; and
- (b) the date We receive the premium.

The accumulated values of these amounts will then be transferred to Your selected Investment Choices according to Your premium allocation instructions on file with Us on the later of:

- (a) the end of the Right to Examine Policy period; or
- (b) the date We receive In Good Order all necessary Policy delivery requirements including Your acceptance of the Policy.

Subsequent Premium Allocations

You may change how Your premiums are allocated by notifying Us In Writing. Subsequent Net Premiums will be allocated to Your selected Investment Choices according to Your most recent instructions on file with Us as long as:

- (a) the total number of active Sub-Accounts does not exceed twenty, or the maximum currently allowed by Us; and
- (b) the percentage You allocate to each active Investment Choice is in whole percentages.

If We receive a Net Premium with a premium allocation instruction that does not comply with the above rules, We will allocate the Net Premium to the Fixed Account and Sub-Accounts on a Pro Rata Basis.

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

Account Value

Your Account Value on the Policy Date equals the initial Net Premium less the Monthly Deduction Amount for the first policy month.

On each subsequent Monthly Activity Date, Your Account Value equals:

- (a) the sum of Your Accumulated Value in the Fixed Account and Sub-Accounts; plus
- (b) the value of the Loan Account, if any; minus,
- (c) the appropriate Monthly Deduction Amount.

On each Valuation Day (other than a Monthly Activity Date), Your Account Value equals:

- (a) the sum of Your Accumulated Value in the Fixed Account and Sub-Accounts; plus
- (b) the value of Your Loan Account, if any.

Accumulated Value - Fixed Account

Your Accumulated Value in the Fixed Account equals:

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

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

Fixed Account Interest

Interest will be credited daily to amounts in the Fixed Account at a rate based on an annual effective rate at least equal to the Annual Fixed Account Minimum Credited Rate shown in the Policy Specifications. In addition, We may credit interest at rates greater than the Annual Fixed Account Minimum Credited Rate. The interest credited will reflect the timing of amounts added to or withdrawn from the Fixed Account and is nonforfeitable after crediting, except indirectly due to surrender charges.

Accumulated Value - Sub-Accounts

Your Accumulated Value in any Sub-Account equals:

- (a) the number of Your Accumulation Units in that Sub-Account on the Valuation Day; multiplied by
- (b) that Sub-Account's Accumulation Unit Value on the Valuation Day.

The number of Accumulation Units in any Sub-Account is increased when:

- (a) Net Premiums are allocated to it; or
- (b) amounts are transferred to it from other Sub-Accounts, the Fixed Account or the Loan Account.

The number of Accumulation Units in any Sub-Account is decreased when:

- (a) amounts are transferred from it to other Sub-Accounts, the Fixed Account or the Loan Account; or
- (b) Monthly Deduction Amounts or Withdrawals are taken from it; or
- (c) any transfer charges are taken from it.

Loan Account Value

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

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

Cash Value

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

Basis of Values

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

Cash Surrender Value

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

**VALUATION
PROVISIONS**

Sub-Account Accumulation Units

Amounts allocated to each Sub-Account increase the number of Accumulation Units in each Sub-Account. The number of Accumulation Units added to each Sub-Account is determined by dividing the amount allocated to the Sub-Account by the dollar value of one Accumulation Unit for such Sub-Account.

Amounts taken from each Sub-Account decrease the number of Accumulation Units in each Sub-Account. The number of Accumulation Units subtracted from each Sub-Account is determined by dividing the amount taken from the Sub-Account by the dollar value of one Accumulation Unit for such Sub-Account.

The number of Your Accumulation Units will not be affected by any subsequent change in the value of the units. The Accumulation Unit Values in each Sub-Account may increase or decrease daily as described below.

**VALUATION
PROVISIONS
(Continued)**

Sub-Account Accumulation Unit Value

The Accumulation Unit Value for each Sub-Account will vary to reflect the investment experience of the applicable Fund and will be determined on each Valuation Day by multiplying the Accumulation Unit Value of the particular Sub-Account on the preceding Valuation Day by a Net Investment Factor for that Sub-Account for the Valuation Period then ended. The Net Investment Factor for each of the Sub-Accounts is equal to the net asset value per share of the corresponding Fund at the end of the Valuation Period (plus the per share amount of any dividend or capital gain distributions paid by that Fund in the Valuation Period then ended) divided by the net asset value per share of the corresponding Fund at the beginning of the Valuation Period. Accumulation Unit Values shall not be adversely affected by expense and mortality results.

Emergency Procedure

If the New York Stock Exchange is closed (except for holidays or weekends) or trading is restricted due to an existing emergency as defined by the Securities and Exchange Commission so that We cannot value the Sub-Accounts, We may postpone all transactions which require valuation of the Sub-Accounts until valuation is possible. Any provision of the Policy which specifies a Valuation Day will be superseded by the emergency procedure.

**MONTHLY
DEDUCTION**

General

On each Monthly Activity Date, We will deduct an amount from Your Account Value to pay Us for providing the benefits of the Policy. This amount is called the Monthly Deduction Amount. On each Policy Anniversary We will determine the rates used to calculate the Monthly Deduction Amount for that Policy Year. These rates will not exceed the maximum rates shown on the Policy Specification Pages. Actual rates will be determined based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. Any change we make will be on a uniform basis for Insureds of the same Issue Age, Sex (if applicable), Insurance class, Initial Face Amount, net Amount at Risk and the length of time coverages have been in-force. The Monthly Deduction Amount equals:

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

The cost associated with those benefits under the Policy that have no separate and distinct charges are included in the rates used to calculate the Monthly Deduction Amount.

The Monthly Deduction Amount will be taken on a Pro Rata Basis from the Fixed Account and Sub-Accounts on each Monthly Activity Date. You may request In Writing or in a manner satisfactory to Us to have monthly deductions taken from specific Sub-Accounts and/or the Fixed Account. If any of Your specified choices has insufficient value to cover its portion of the Monthly Deduction Amount, the entire Monthly Deduction Amount will be taken on a Pro Rata Basis.

Cost of Insurance Charge

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

- (a) the applicable cost of insurance rates per \$1,000; multiplied by
- (b) the applicable amounts at risk; divided by
- (c) \$1,000.

On any Monthly Activity Date, the amount at risk equals the Death Benefit less the Account Value on that date prior to assessing the Monthly Deduction Amount. If there have been any Face Amount increases, the amount at risk will be applied to Face Increases in the reverse order from which they were applied.

**MONTHLY
DEDUCTION
(Continued)**

Monthly Per \$1,000 Charge

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

- (i) the applicable Monthly Per \$1,000 Rates; multiplied by
- (ii) the applicable Face Amounts; divided by
- (iii) \$1,000.

Mortality and Expense Risk Charge

The Mortality and Expense Risk Charge for any Monthly Activity Date is equal to:

- (i) the monthly Mortality and Expense Risk Rate; multiplied by
- (ii) the sum of Your accumulated values in the Sub-Accounts on the Monthly Activity Date, prior to assessing the Monthly Deduction Amount.

**INSURANCE CLASS
CHANGES**

General

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

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

TRANSFERS

Amount and Frequency of Transfers

Upon request and as long as the Policy is in effect, You may transfer amounts among the Fixed Account and Sub-Accounts. We reserve the right to limit the size of transfers and remaining balances, and to limit the number and frequency of transfers.

Restrictions on Transfers

You are limited as to the timing and the amounts that can be transferred from the Fixed Account to the Sub-Accounts (other than those allowed under a Dollar Cost Averaging program). The limits are as follows:

1. the transfer must occur during the 30 day period following each Policy Anniversary; and
2. the maximum amount transferred in any Policy Year will be limited to the greatest of:
 - (a) \$1,000;
 - (b) 20% of the Accumulated Value in the Fixed Account on the date of transfer; and
 - (c) An amount not to exceed the total amount transferred from the Fixed Account in the previous Policy Year, not including amounts transferred under a Dollar Cost Averaging program.

Transfer Charge

After a transfer has occurred (other than those allowed under a Dollar Cost Averaging program), the Transfer Charge specified in the Policy Specifications, if any, will be deducted on a Pro Rata Basis.

Dollar Cost Averaging (DCA) Program

From time to time We may offer a Dollar Cost Averaging program in which you may enroll. Under the DCA program, you may make systematic transfers of value between the available Sub-Accounts and the Fixed Account. You may obtain information from Us on the available DCA programs at any time. If You enroll in a DCA Program, You may terminate participation at any time by contacting Us. In such an event, any non-transferred balances will be allocated to the other accounts.

**POLICY DEFAULT
AND GRACE PERIOD**

Policy Default

The Policy will go into default on any Monthly Activity Date on which:

1. the Account Value less Indebtedness is not sufficient to cover the Monthly Deduction Amount and the No Lapse Guarantee is not available; or
2. Indebtedness equals or exceeds the Cash Value.

Policy Grace Period

If the Policy goes into default, We will send You a notice warning You that the Policy is in danger of terminating. This notice will be mailed to You and to any assignee of record, at the last known address(es), 61 days prior to termination of coverage. We will keep the Policy in force for the 61-day period following the date We mail you the notice. We call this the Policy Grace Period. The notice will tell You the minimum payment required to keep the Policy from terminating and the date such payment must be received by Us. This minimum premium will never be greater than an amount which results in a Cash Surrender Value equal to the current Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date the Policy Grace Period began.

The Policy will terminate if the required payment specified in the notice is neither received by Us by the end of the Policy Grace Period nor sent to Us by U.S. mail that is postmarked within the Policy Grace Period. If the Insured dies during the Policy Grace Period, We will pay the Death Proceeds.

No Lapse Guarantee

A No Lapse Guarantee is available as long as the Policy is in the No Lapse Guarantee Period and the cumulative premiums paid into the Policy, less Indebtedness and less withdrawals from the Policy, equal or exceed the Cumulative No Lapse Guarantee Premium. The No Lapse Guarantee Period is shown on Page 3.

While the No Lapse Guarantee is available, We guarantee that Your Account Value less Indebtedness, will never be less than zero.

No Lapse Guarantee Premium

The No Lapse Guarantee Premium is shown on Page 3. If there is any increase or decrease in the Face Amount, or any change in rider coverage or a change in insurance class, a new monthly No Lapse Guarantee Premium will be calculated. We will send You a notice of the new Monthly No Lapse Guarantee Premium, which will be used in calculating the Cumulative No Lapse Guarantee Premium in subsequent months.

REINSTATEMENT

General

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

- (a) You make Your request In Writing within three years from the Termination Date;
- (b) satisfactory evidence of insurability is submitted;
- (c) the Insured is alive on the date of Reinstatement;
- (d) any Indebtedness at the time of termination must be repaid or carried over to the reinstated policy; and
- (e) You pay premium equal to or greater than the sum of:
 - (i) an amount necessary to cover all Monthly Deduction Amounts that are due and unpaid during the Policy Grace Period. You will be charged only for the time period You had coverage under the Policy; and
 - (ii) an amount necessary to keep the Policy in force for 3 months after the date of reinstatement.

**REINSTATEMENT
(Continued)**

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

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

The Account Value on the reinstatement date will equal:

- (a) Net Premiums attributable to premiums paid at the time of reinstatement; minus
- (b) the Monthly Deduction Amounts that were due and unpaid during the Policy Grace Period; plus
- (c) any Indebtedness carried over to the reinstated Policy.

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

POLICY LOANS

General

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

Loan Amounts

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

Loan Account

When You take a loan, an amount equal to the loan is transferred from the Fixed Account and the Sub Accounts into the Loan Account as security for the loan. In the absence of instructions from You, We will transfer such amount to the Loan Account on a Pro Rata Basis. Amounts in the Loan Account will be credited with interest as described below.

Indebtedness

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

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

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

Interest Credited to Loan Account

Any amounts in the Loan Account will be credited with interest at a rate equal to the Annual Fixed Account Minimum Credited Rate shown on Page 3.

**POLICY LOANS
(Continued)**

Maximum Interest Rate Charged on Indebtedness

The interest rate charged on Indebtedness will never exceed the Maximum Interest Rate shown in the table below:

During Policy Years	Maximum Interest Rate Charged equals the Fixed Account Minimum Credited Rate Plus:
1-10	2.00%
11 and later	0.25%

Because the interest charged on Indebtedness may exceed the rate credited to the Loan Account, the Indebtedness may grow faster than the Loan Account. If this happens, any difference between the value of the Loan Account and the Indebtedness will be transferred on each Monthly Activity Date from the Fixed Account and Sub-Accounts to the Loan Account in a manner consistent with the way Monthly Deductions are taken.

Loan Repayments

All or part of a loan may be repaid at any time that the Policy is in-force and the Insured is alive. However, each repayment must be at least the lesser of \$50 or the Indebtedness and clearly identified In Writing as a loan repayment. The amount of a loan repayment will be deducted from the Loan Account and will be allocated among the Fixed Account and Sub-Accounts in the same percentage as premiums are allocated.

Termination Due to Excessive Indebtedness

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

WITHDRAWALS

General

You may request a withdrawal In Writing or in a manner satisfactory to Us. Upon such Withdrawal, the Account Value will be reduced by an amount equal to the Withdrawal. The amount available for withdrawal is the Cash Surrender Value less \$1,000. The minimum withdrawal allowed is \$500. A charge of up to \$10 may be assessed for each withdrawal. One withdrawal per calendar month is allowed. Unless specified otherwise the withdrawal will be deducted on a Pro Rata Basis from Your Investment Choices.

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

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

SURRENDERS

General

While the Policy is in-force, You may surrender the Policy to Us. The Policy, and additional benefits provided by rider, are then cancelled as of the day We receive Your request In Writing or the date You request the surrender, whichever is later. We will then pay You the Cash Surrender Value as of that date.

**PAYMENTS
BY US**

General

We will pay Death Proceeds, Cash Surrender Values, withdrawals and loan amounts attributable to the Sub-Accounts within seven days after We receive all the information satisfactory to Us to process the payment unless:

- (a) the New York Stock Exchange is closed on other than customary weekend and holiday closings or trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC); or
- (b) an emergency exists, as determined by the SEC, as a result of which disposal of securities is not reasonably practicable to determine the value of the Sub-Accounts; or
- (c) the SEC, by order, permits postponement for the protection of policy owners.

Deferral of Payments from the Fixed Account

We may defer payment of any Cash Surrender Values, withdrawals and loan amounts which are not attributable to the Sub-Accounts for up to six months from the date of the request. If We defer payment for more than 30 days, We will pay interest at the Annual Fixed Account Minimum Credited Rate.

**TAXATION OF THE
SEPARATE ACCOUNT**

General

We do not expect to incur any federal, state or local income tax on the earnings or realized capital gains attributable to the Separate Account. Based upon these expectations, no charge is being made to the Separate Account for federal, state or local income taxes. If We incur income taxes attributable to the Separate Account or determine that such taxes will be incurred, We may assess a charge for taxes against the Policy in the future.

THE CONTRACT

Entire Contract

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

Contract Modification

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

Fund Modification

We reserve the right, subject to any applicable law, to make certain changes, including the right to add, eliminate or substitute any investment options offered under the Policy.

Tax Status

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

Non-Participation

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

Misstatement of Age and/or Sex

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

**THE CONTRACT
(Continued)**

Suicide

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

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

Incontestability

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

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

Annual Report

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

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

Separate Accounts

We will have exclusive and absolute ownership and control of the assets of Our Separate Accounts. The portion of assets of the separate account equal to the reserves and other contract liabilities with respect to the account shall not be charged with liabilities arising out of any other business the Company may conduct. The assets of the separate account will be available to cover the liabilities of Our General Account only to the extent that those assets exceed the liabilities of that Separate Account arising under the variable life contracts supported by that Separate Account. The assets of a Sub-Account will be valued on each Valuation Day. Our determination of the value of an Accumulation Unit by the method described in the Policy will be conclusive.

Change in the Operation of the Separate Account

At Our election and subject to any necessary vote by persons having the right to give instructions on the voting of Fund shares held by the Sub-Accounts, the Separate Account may be operated as a management company under the Investment Company Act of 1940 or any form permitted by law, may be deregistered under the Investment Company Act of 1940 in the event registration is no longer required, or may be combined with one or more Separate Accounts.

**THE CONTRACT
(Continued)**

Sub-Account, Separate Account Modifications

Upon notice to You and subject to any required regulatory approvals, We may, from time to time, make certain modifications to this Policy that are necessary to operate the Separate Account in any form permitted under the Investment Company Act of 1940, or in any form permitted by law, including:

1. the transfer of value in any Sub-Account to another Sub-Account or to one or more other separate accounts;
2. add, combine, or eliminate Sub-Accounts in the Separate Account or combine the Separate Account with another separate account;
3. substitute for the units held by any Sub-Account the units of another Sub-Account or another investment company or any other investment permitted by law;
4. make any changes required to comply with the requirements of any Fund, including, but not limited to, the imposition of a redemption charge or other fee by a Fund; or
5. make any other modifications to the Policy that, in Our judgment, are necessary or appropriate to ensure that it continues to qualify as life insurance under the applicable section(s) of the Internal Revenue Code, or any other applicable law, regulation or interpretation.

Any required approval process for modifications to the Separate Account is on file with the insurance supervisory official of the state in which this Policy is issued.

Voting Rights

We will notify You of any Fund shareholder's meetings at which the shares held for Your Sub-Account may be voted. We will also send proxy materials and instructions for You to vote the shares held for Your Sub-Account. We will arrange for the handling and tallying of proxies received from the Owners. We will vote the Fund shares held by Us in accordance with the instructions received from the Owners. You may attend any meeting, where shares held for Your benefit may be voted.

In the event that You give no instructions or leave the manner of voting discretionary, We will vote such shares of the appropriate Fund in the same proportion as shares of that Fund for which instructions have been received. Also, We will vote the Fund shares in this proportionate manner, which are held by Us for Our own account.

**OWNERSHIP AND
BENEFICIARY**

Change of Owner or Beneficiary

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

**OWNERSHIP AND
BENEFICIARY
(Continued)**

Death of Beneficiary

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

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

Assignment

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

Owner's Rights

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

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

TERMINATION

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

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

**CONTINUATION
BEYOND THE
INSURED'S
ATTAINED AGE 120**

General

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

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

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

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

PAYMENT OF DEATH PROCEEDS

Generally

The Death Proceeds of this Policy will be paid in one lump sum unless You or the Beneficiary elect one of the Income Settlement Options described below. If the Death Proceeds are paid in one lump sum and the payment is \$10,000 or greater, the Beneficiary may choose to have the Death Proceeds paid under the Safe Haven Program. Under the Safe Haven Program, Death Proceeds are held in Our General Account and earn interest at a rate determined by Us. Beneficiaries are provided a draft book and may access the Death Proceeds by writing drafts as desired, subject to Our rules then in effect regarding minimum draft amounts and balances. We reserve the right to discontinue offering the Safe Haven Program at anytime and in such event, any remaining balance in the Safe Haven Program will be paid to the Beneficiary in one sum.

INCOME SETTLEMENT OPTIONS

Availability

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

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

Death of Payee

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

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

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

Option 1 - Interest Income

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

Option 2 - Income of Fixed Amount

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

Option 3 - Income for Fixed Period

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

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

**INCOME
SETTLEMENT
OPTIONS
(Continued)**

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

PAYMENT INTERVAL	FACTOR
Quarterly	2.99
Semi-annual	5.96
Annual	11.84

Other Options

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

Hartford Life and Annuity Insurance Company
Hartford, Connecticut 06104-2999
(A stock insurance company)
(the "Company")

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

Adjustable Death Benefit
Death Proceeds Payable at Death of the Insured
Cash Surrender Value Payable upon Surrender
Premiums Payable as shown on Page 3
Non-Participating

THE AMOUNT OF THE DEATH BENEFIT AND PORTIONS OF THE ACCOUNT VALUE THAT ARE BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT ARE NOT GUARANTEED AND WILL DECREASE OR INCREASE DEPENDING ON THE INVESTMENT EXPERIENCE OF THAT SEPARATE ACCOUNT.

**FLEXIBLE PREMIUM
VARIABLE ADJUSTABLE LIFE INSURANCE POLICY**



POLICY SPECIFICATIONS

POLICY CHARGES

DEDUCTIONS FROM PREMIUM PAYMENTS

TYPE OF CHARGE

MAXIMUM SALES CHARGES:

ALL POLICY YEARS

PERCENT OF PREMIUMS PAID

1.50%

TAX CHARGE:

ALL POLICY YEARS

[1.75%]*

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

MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

TYPE OF CHARGE

MONTHLY ADMINISTRATIVE
CHARGE:

POLICY YEARS

ALL

CHARGE OR PERCENT OF VALUE

\$10.00 PER MONTH

MONTHLY PER \$1,000 RATE:

1-5

[0.1640] PER MONTH PER \$1,000 OF
INITIAL FACE AMOUNT.

6+

[0]

MORTALITY AND EXPENSE
RISK RATE:

1-10

0.05417% PER MONTH (0.65% PER
YEAR) OF THE ACCUMULATED
VALUE IN THE SUB-ACCOUNTS.

11-20

0.0333% PER MONTH (0.40% PER
YEAR) OF THE ACCUMULATED
VALUE IN THE SUB-ACCOUNTS.

21+

0.0208% PER MONTH (0.25% PER
YEAR) OF THE ACCUMULATED
VALUE IN THE SUB-ACCOUNTS

POLICY SPECIFICATIONS

POLICY CHARGES

MAXIMUM TRANSFER CHARGE

ALL POLICY YEARS	\$00.00 FOR THE FIRST TRANSFER IN ANY CALENDAR MONTH.
ALL POLICY YEARS	\$25.00 PER TRANSFER IN EXCESS OF ONE PER CALENDAR MONTH.

MAXIMUM SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE	POLICY YEAR	SURRENDER CHARGE
1	[2,035.00	11	[1,560.00
2	2,005.00	12	1,359.00
3	1,975.00	13	1,165.00
4	1,944.00	14	977.00
5	1,930.00	15	797.00
6	1,881.00	16	623.00
7	1,849.00	17	456.00
8	1,816.00	18	296.00
9	1,783.00	19	144.00]
10	1,750.00]	20	0.00

SERFF Tracking Number: HARL-128333123 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
 Company Tracking Number: LA-1375(12)
 TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
 Product Name: Flexible Premium Variable Adjustable Life Insurance
 Project Name/Number: Flexible Premium Variable Adjustable Life Insurance/LA-1375(12)

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
AR Certification Consent to Submit Rates (Bulletin 11-83).pdf		
AR Certification - Reg 33 (VL Reg).pdf		
AR Certification - Rule 19 (Unfair Discrim).pdf		
AR Certification Actuarial - Bulletin 11-83 (Non-Guaranteed Elements).pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Application HL-15911(12), approved by the Department on 2/8/2012 under HARL-128063030 will be used with the policy.		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attached are the Actuarial Memorandums for the base policy and EVO.		
Attachments:		
ActMemoVUL_Liberty_EVOnonIIPRCcomplete.pdf		
AR LIBERTY3_2001CSO CURRMORTTIER1.pdf		
AR LIBERTY3_2001CSO CURRMORTTIER2.pdf		
AR LIBERTY3_2001CSO TIER1RATIO .pdf		
ActMemoVUL_Liberty_Base nonIIPRCcomplete.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		

SERFF Tracking Number: HARL-128333123 State: Arkansas
Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
Company Tracking Number: LA-1375(12)
TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
Product Name: Flexible Premium Variable Adjustable Life Insurance
Project Name/Number: Flexible Premium Variable Adjustable Life Insurance/LA-1375(12)

Attached are the Statements of Variability for the base policy and EVO.

Attachments:

SOV LA-1375(12).pdf
SOV LA-1375(12) EVO.pdf

**CERTIFICATION OF COMPLIANCE
WITH ARKANSAS RULE AND REGULATION 33
ENTITLED "VARIABLE LIFE INSURANCE"**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

I, Lenore Paoli, am a duly-authorized officer of Hartford Life and Annuity Insurance Company and do hereby certify that the Company is in compliance with Regulation 33, in particular Articles VI, VII, IX and XI.

Signed:



Lenore Paoli, AVP and Chief Compliance Officer, IL Compliance

June 12, 2012
Date

**ARKANSAS
POLICY FORM CERTIFICATION**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

Form Number(s):

LA-1375(12), 1375(3A)EVO, 1375(3B)EVO

Form Title(s):

Flexible Premium Variable Adjustable Life Insurance Policy and Specification Pages

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

Signed:



Lenore Paoli, AVP and Chief Compliance Officer, IL Compliance

June 12, 2012

Date

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

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

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



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

Hartford Life and Annuity Insurance Company
Statement of Variability for:
Flexible Premium Variable Adjustable Life Insurance Policy
Form Number LA-1375(12)

Variable Text Denoted by Brackets
Date: 06/06/2012

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

- Guaranteed maximum cost of insurance rates and the mortality tables on which they are based;
- Guaranteed interest rate for the account value of any general account option and any nonforfeiture benefits;
- Guaranteed maximum surrender charges;
- Guaranteed maximum expense charges.

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

Policy Cover

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

Issue Ages	0-85
Policy Number, Policy Date, Date of Issue, Owner, Beneficiary, Insured, Issue Age/Sex (Sex, if applicable)	Data will vary per policy based on issue-specific information. Gender: Male, Female or Unisex (if applicable).
Insurance Class	Preferred Plus Non-Nicotine; Preferred Non-Nicotine; Preferred Nicotine; Standard Nicotine; Standard Non-Nicotine
Initial Face Amount	Range: \$50,000 - \$999,999,999. Will vary per policy issue based on owner selection.
Unscheduled Increases Maximum Age	Range: 70-85. Any change will be applied to new issues only on a non-discriminatory basis.
Minimum Increase in Face Amount	Range: \$500 - \$50,000. Any change will be applied to new issues only on a non-discriminatory basis.
Minimum Decrease in Face Amount	Range: \$500 - \$5,000. Any change will be applied to new issues only on a non-discriminatory basis.
Minimum Face Amount After Decrease	Range: \$25,000 – \$100,000. Any change will be applied to new issues only on a non-discriminatory basis.
Death Benefit Option	A (Level), B (Return of Account Value), C (Return of Premium). Will vary per policy issue based on owner selection.
Death Benefit Option C Limit	\$10,000,000 if Option C is chosen.
Initial Planned Premium	Will vary per policy issue based on issue specific information such as face amount, issue age, gender, risk class and any optional riders selected.
Payment Frequency	Annual, semiannual, quarterly or monthly
No Lapse Guarantee Period	Available for issue ages 0-85. Will vary per policy issue based on the issue age of the insured. The no lapse guarantee period is the lesser of 20 years or to age 75, but no less than 5 years.
Monthly No Lapse Guarantee Premium	Will vary based on issue specific information and the no lapse guarantee period.
Definition of Life Insurance Test	Will reflect either Guideline Premium/Cash Value Corridor or Cash Value Accumulation test, depending on owner selection at time of issue.

Separate Account	Will reflect the Variable Separate Account II or I depending on current company operations regarding its Separate Account. A change to the Account will not significantly alter the underlying structure of the policy.
Initial Net Premium Allocation	Will reflect the appropriate money market fund name depending on current company operations.

Page 3A Policy Specifications

Tax charge	State specific information. The tax charge will reflect current state and/or municipality tax charge assessed by the state in which the Policy is issued and delivered.
Monthly Per \$1,000 Rate	Range: 0.1640 to 2.1000 - will vary based on a combination of the Insured's age, gender (if applicable) and underwriting class. Any change to the maximum charge for new issues will be filed for approval prior to use.

Page 3B Policy Specifications

Maximum Surrender Charges	Range: 0.11 – 43.18 (annual per \$1,000) - will vary based on initial face amount and combination of Insured's age, gender (if applicable), and policy duration. Any change to the maximums shown will be filed for approval prior to use.
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Page 3C Policy Specifications

Scheduled Face Amount Increases	Will vary based on initial face amount and combination of Insured's age, gender (if applicable), underwriting class, and policy duration.
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Page 3D Policy Specifications (sex distinct and unisex versions)

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

Hartford Life and Annuity Insurance Company
Statement of Variability for:
Alternate Policy Specification Pages 3A and 3B, Form Numbers:
1375(3A)EVO
1375(3B)EVO

Variable Text Denoted by Brackets
Date: 06/06/2012

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

- Guaranteed maximum surrender charges;
- Guaranteed maximum expense charges.

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

Page 3A Policy Specifications

Tax charge	State specific information. The tax charge will reflect current state and/or municipality tax charge assessed by the state in which the Policy is issued and delivered.
Monthly Per \$1,000 Rate	Range: 0.1640 to 2.1000 - will vary based on a combination of the Insured's age, gender (if applicable) and underwriting class. Any change to the maximum charge for new issues will be filed for approval prior to use.

Page 3B Policy Specifications

Maximum Surrender Charges	Range: 0.94 – 47.16 (annual per \$1,000) - will vary based on initial face amount and combination of Insured's age, gender (if applicable), and policy duration. Any change to the maximums shown will be filed for approval prior to use.
----------------------------------	--

SERFF Tracking Number: HARL-128333123 State: Arkansas
 Filing Company: Hartford Life and Annuity Insurance Company State Tracking Number:
 Company Tracking Number: LA-1375(12)
 TOI: L061 Individual Life - Variable Sub-TOI: L061.002 Single Life - Flexible Premium
 Product Name: Flexible Premium Variable Adjustable Life Insurance
 Project Name/Number: Flexible Premium Variable Adjustable Life Insurance/LA-1375(12)

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/08/2012	Form	Flexible Premium Adjustable Life Insurance Policy	06/13/2012	Form Policy AR LA-1375(12).pdf (Superseded)
05/04/2012	Supporting Document	Life & Annuity - Acturial Memo	06/13/2012	ActMemoVUL_Liberty_Base nonIIPRCcomplete.pdf (Superseded) ActMemoVUL_Liberty_EVOn onIIPRCcomplete.pdf AR LIBERTY3_2001CSO CURRMORTTIER1.pdf AR LIBERTY3_2001CSO CURRMORTTIER2.pdf AR LIBERTY3_2001CSO TIER1RATIO .pdf

Hartford Life and Annuity Insurance Company
Hartford, Connecticut 06104-2999
(A stock insurance company)
(the "Company")

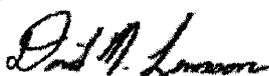
For more information or assistance regarding Your Policy, You may contact Us at the following address:

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

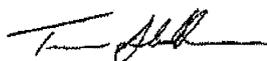
We will pay the Death Proceeds to the Beneficiary if the Insured dies while this Policy is in force. Payment will be made after We receive Due Proof of Death of the Insured, at Our Individual Life Operations facility in St. Paul, Minnesota.

Signed for the Company

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]

READ YOUR POLICY CAREFULLY

This is a legal contract between You and Us

RIGHT TO EXAMINE POLICY

We want You to be satisfied with the Policy You have purchased. We urge You to examine it closely. If, for any reason You are not satisfied, You may deliver or mail the Policy to Us or to the insurance producer from whom it was purchased anytime during Your free look period. Your free look period begins on the day You get Your Policy and ends ten days after You get it. In such an event, the Policy will be rescinded and We will pay an amount equal to the greater of (a) the premiums paid for the Policy less any Indebtedness and Withdrawals; or (b) the sum of: i) the Account Value less any Indebtedness, on the date the returned Policy is received by Us or the insurance producer from whom it was purchased; and, ii) any Policy charges taken.

Adjustable Death Benefit
Death Proceeds Payable at Death of the Insured
Cash Surrender Value Payable upon Surrender
Premiums Payable as shown on Page 3
Non-Participating

THE AMOUNT OF THE DEATH BENEFIT AND PORTIONS OF THE ACCOUNT VALUE THAT ARE BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT ARE NOT GUARANTEED AND WILL DECREASE OR INCREASE DEPENDING ON THE INVESTMENT EXPERIENCE OF THAT SEPARATE ACCOUNT.

**FLEXIBLE PREMIUM
VARIABLE ADJUSTABLE LIFE INSURANCE POLICY**



TABLE OF CONTENTS

	Page
Policy Specifications	3, 4
Definitions	5
Death Benefit	7
Increases and Decreases in Face Amount	8
Premiums	9
Account Value, Cash Value and Cash Surrender Value	10
Valuation Provisions	11
Monthly Deduction	12
Insurance Class Changes	13
Transfers	13
Policy Default and Grace Period	14
Reinstatement	14
Policy Loans	15
Withdrawals	16
Surrenders	16
Payments By Us	17
Taxation of The Separate Account	17
The Contract	17
Ownership and Beneficiary	19
Termination	20
Continuation Beyond the Insured's Attained Age 120	20
Payment of Death Proceeds	21
Income Settlement Options	21
Any Riders follow page	22

POLICY SPECIFICATIONS

POLICY INFORMATION

POLICY:	FLEXIBLE PREMIUM VARIABLE ADJUSTABLE LIFE
POLICY NUMBER:	[VL00001]
INSURED:	[JOHN DOE]
ISSUE AGE/SEX:	[35, MALE]
INSURANCE CLASS:	[PREFERRED/NON-NICOTINE]
OWNER:	[JOHN DOE]
BENEFICIARY:	[JANE DOE]
POLICY DATE:	[MAY 1, 2012]
DATE OF ISSUE:	[MAY 1, 2012]

DEATH BENEFIT INFORMATION

INITIAL FACE AMOUNT:	[\$100,000]
UNSCHEDULED INCREASES MAXIMUM AGE:	[85]
MINIMUM INCREASE IN FACE AMOUNT:	[\$25,000]
MINIMUM DECREASE IN FACE AMOUNT:	[\$500]
MINIMUM FACE AMOUNT AFTER DECREASE:	[\$50,000]
DEATH BENEFIT OPTION:	[B (RETURN OF ACCOUNT VALUE)]
DEATH BENEFIT OPTION C LIMIT:	[NOT APPLICABLE]

PREMIUM INFORMATION

INITIAL PLANNED PREMIUM:	[\$1,000.00]
PAYMENT FREQUENCY:	[ANNUAL]
NO LAPSE GUARANTEE PERIOD:	[MAY 1, 2012 - APRIL 30, 2032]
MONTHLY NO LAPSE GUARANTEE PREMIUM:	[\$36.90]
DEFINITION OF LIFE INSURANCE TEST:	[GUIDELINE PREMIUM/CASH VALUE CORRIDOR TEST]

ACCOUNT VALUE INFORMATION

ANNUAL FIXED ACCOUNT MINIMUM CREDITED RATE:	2.00%
SEPARATE ACCOUNT:	[VARIABLE LIFE II]
INITIAL NET PREMIUM ALLOCATION:	[HARTFORD MONEY MARKET HLS FUND]

It is possible that coverage will terminate if the Cash Value, less Indebtedness, is insufficient to pay the Monthly Deduction Amount and the No Lapse Guarantee is not available, or if Indebtedness equals or exceeds the Cash Value. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited to the Fixed Account and investment experience of the Separate Account, loans or Withdrawals taken and the cost of additional benefits. The Planned Premium may need to be increased to keep this Policy and coverage in force. The Account Value at the end of the No Lapse Guarantee Period may be insufficient to keep the Policy in force unless an additional premium payment is made at that time. If the Policy terminates for reasons other than death of the Insured or Cash Surrender, there will be no Death Benefit or Cash Surrender Value.

POLICY SPECIFICATIONS

POLICY INFORMATION

POLICY: FLEXIBLE PREMIUM VARIABLE
ADJUSTABLE LIFE

POLICY NUMBER: [VL00001]
INSURED: [JOHN DOE]
ISSUE AGE: [35, MALE]
INSURANCE CLASS: [PREFERRED/NON-NICOTINE]

OWNER: [JOHN DOE]
BENEFICIARY: [JANE DOE]

POLICY DATE: [JANUARY 1, 2003]
DATE OF ISSUE: [JANUARY 1, 2003]

DEATH BENEFIT INFORMATION

INITIAL FACE AMOUNT: [\$100,000]

UNSCHEDULED INCREASES MAXIMUM AGE: [85]
MINIMUM INCREASE IN FACE AMOUNT: [\$25,000]
MINIMUM DECREASE IN FACE AMOUNT: [\$500]
MINIMUM FACE AMOUNT AFTER DECREASE: [\$50,000]

DEATH BENEFIT OPTION: [B (RETURN OF ACCOUNT VALUE)]
DEATH BENEFIT OPTION C LIMIT: [NOT APPLICABLE]

PREMIUM INFORMATION

INITIAL PLANNED PREMIUM: [\$1,000.00]
PAYMENT FREQUENCY: [ANNUAL]

NO LAPSE GUARANTEE PERIOD: [MAY 1, 2012 - APRIL 30, 2032]
MONTHLY NO LAPSE GUARANTEE PREMIUM: [\$36.90]

DEFINITION OF LIFE INSURANCE TEST: [GUIDELINE PREMIUM/CASH VALUE CORRIDOR TEST]

ACCOUNT VALUE INFORMATION

ANNUAL FIXED ACCOUNT MINIMUM CREDITED RATE: 2.00%

SEPARATE ACCOUNT: [VARIABLE LIFE II]

INITIAL NET PREMIUM ALLOCATION: [HARTFORD MONEY MARKET HLS FUND]

It is possible that coverage will terminate if the Cash Value, less Indebtedness, is insufficient to pay the Monthly Deduction Amount and the No Lapse Guarantee is not available, or if Indebtedness equals or exceeds the Cash Value. The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited to the Fixed Account and investment experience of the Separate Account, loans or Withdrawals taken and the cost of additional benefits. The Planned Premium may need to be increased to keep this Policy and coverage in force. The Account Value at the end of the No Lapse Guarantee Period may be insufficient to keep the Policy in force unless an additional premium payment is made at that time. If the Policy terminates for reasons other than death of the Insured or Cash Surrender, there will be no Death Benefit or Cash Surrender Value.

POLICY SPECIFICATIONS

POLICY CHARGES

DEDUCTIONS FROM PREMIUM PAYMENTS

TYPE OF CHARGE

MAXIMUM SALES CHARGES:

ALL POLICY YEARS

PERCENT OF PREMIUMS PAID

5.75%

TAX CHARGE:

ALL POLICY YEARS

[1.75%]*

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

MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

TYPE OF CHARGE

MONTHLY ADMINISTRATIVE
CHARGE:

POLICY YEARS

ALL

CHARGE OR PERCENT OF VALUE

\$10.00 PER MONTH

MONTHLY PER \$1,000 RATE:

1-5

[0.3750] PER MONTH PER \$1,000 OF
INITIAL FACE AMOUNT.

6+

[0]

MORTALITY AND EXPENSE
RISK RATE:

1-10

0.05417% PER MONTH (0.65% PER
YEAR) OF THE ACCUMULATED
VALUE IN THE SUB-ACCOUNTS.

11-20

0.0333% PER MONTH (0.40% PER
YEAR) OF THE ACCUMULATED
VALUE IN THE SUB-ACCOUNTS.

21+

0.0208% PER MONTH (0.25% PER
YEAR) OF THE ACCUMULATED
VALUE IN THE SUB-ACCOUNTS

POLICY SPECIFICATIONS

POLICY CHARGES

MAXIMUM TRANSFER CHARGE

ALL POLICY YEARS	\$00.00 FOR THE FIRST TRANSFER IN ANY CALENDAR MONTH.
ALL POLICY YEARS	\$25.00 PER TRANSFER IN EXCESS OF ONE PER CALENDAR MONTH.

MAXIMUM SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE	POLICY YEAR	SURRENDER CHARGE
1	[578.00	6	[123.00
2	551.00	7	92.00
3	525.00	8	61.00
4	184.00	9	31.00]
5	153.00]	10	0.00

POLICY SPECIFICATIONS

SCHEDULED FACE AMOUNT INCREASES

<u>DATE OF INCREASE</u>	<u>SCHEDULED INCREASE AMOUNT</u>
[MAY 1, 2017	\$75,000
MAY 1, 2022	\$75,000
MAY 1, 2027	\$75,000
MAY 1, 2032	\$75,000]

POLICY SPECIFICATIONS

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

ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
[35	250.00	0.100889	78	105.00	4.840124
36	250.00	0.106729	79	105.00	5.413297
37	250.00	0.111735	80	105.00	6.041778
38	250.00	0.120079	81	105.00	6.761715
39	250.00	0.128424	82	105.00	7.514597
40	250.00	0.137604	83	105.00	8.330443
41	243.00	0.149289	84	105.00	9.241377
42	236.00	0.163480	85	105.00	10.275444
43	229.00	0.179343	86	105.00	11.434949
44	222.00	0.199385	87	105.00	12.715070
45	215.00	0.221102	88	105.00	14.105249
46	209.00	0.241988	89	105.00	15.593575
47	203.00	0.264551	90	105.00	17.170568
48	197.00	0.277924	91	104.00	18.673303
49	191.00	0.293807	92	103.00	20.265436
50	185.00	0.313874	93	102.00	21.973758
51	178.00	0.338964	94	101.00	23.812176
52	171.00	0.373265	95	101.00	25.792735
53	164.00	0.411764	96	101.00	27.641472
54	157.00	0.459492	97	101.00	29.653782
55	150.00	0.515626	98	101.00	31.850974
56	146.00	0.575149	99	101.00	34.259583
57	142.00	0.638907	100	101.00	36.908633
58	138.00	0.691792	101	101.00	39.063616
59	134.00	0.752271	102	101.00	41.417638
60	130.00	0.825403	103	101.00	43.995444
61	128.00	0.916270	104	101.00	46.824180
62	126.00	1.026610	105	101.00	49.937037
63	124.00	1.149742	106	101.00	53.373250
64	122.00	1.278958	107	101.00	57.184616
65	120.00	1.415129	108	101.00	61.429090
66	119.00	1.552352	109	101.00	66.182054
67	118.00	1.689783	110	101.00	71.538816
68	117.00	1.839326	111	101.00	77.626858
69	116.00	1.991672	112	101.00	83.333333
70	115.00	2.173290	113	101.00	83.333333
71	113.00	2.376655	114	101.00	83.333333
72	111.00	2.648233	115	101.00	83.333333
73	109.00	2.931816	116	101.00	83.333333
74	107.00	3.230104	117	101.00	83.333333
75	105.00	3.561439	118	101.00	83.333333
76	105.00	3.923571	119	101.00	83.333333]
77	105.00	4.345712			

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

POLICY SPECIFICATIONS

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

ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
[35	250.00	0.096718	78	105.00	4.441928
36	250.00	0.102557	79	105.00	4.944787
37	250.00	0.107563	80	105.00	5.492947
38	250.00	0.115907	81	105.00	6.136249
39	250.00	0.123417	82	105.00	6.813808
40	250.00	0.131762	83	105.00	7.533613
41	243.00	0.142611	84	105.00	8.332271
42	236.00	0.155132	85	105.00	9.229379
43	229.00	0.170159	86	105.00	10.188661
44	222.00	0.188528	87	105.00	11.303591
45	215.00	0.207737	88	105.00	12.493747
46	209.00	0.227785	89	105.00	13.754223
47	203.00	0.249508	90	105.00	15.018892
48	197.00	0.263715	91	104.00	16.031501
49	191.00	0.281268	92	103.00	17.218976
50	185.00	0.302168	93	102.00	18.618976
51	178.00	0.328091	94	101.00	20.245606
52	171.00	0.361551	95	101.00	22.180424
53	164.00	0.399208	96	101.00	24.034059
54	157.00	0.445255	97	101.00	26.069768
55	150.00	0.49719	98	101.00	27.147167
56	146.00	0.554186	99	101.00	28.746353
57	142.00	0.614573	100	101.00	30.864275
58	138.00	0.666605	101	101.00	32.921089
59	134.00	0.725387	102	101.00	35.310114
60	130.00	0.794294	103	101.00	38.092471
61	128.00	0.877556	104	101.00	41.338049
62	126.00	0.97774	105	101.00	45.080734
63	124.00	1.088155	106	101.00	49.213926
64	122.00	1.20546	107	101.00	53.771814
65	120.00	1.328835	108	101.00	58.724145
66	119.00	1.454072	109	101.00	64.269313
67	118.00	1.581178	110	101.00	70.418772
68	117.00	1.719502	111	101.00	76.940507
69	116.00	1.86229	112	101.00	83.333333
70	115.00	2.030864	113	101.00	83.333333
71	113.00	2.220245	114	101.00	83.333333
72	111.00	2.465663	115	101.00	83.333333
73	109.00	2.72291	116	101.00	83.333333
74	107.00	2.995529	117	101.00	83.333333
75	105.00	3.29662	118	101.00	83.333333
76	105.00	3.624729	119	101.00	83.333333]
77	105.00	4.003661			

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

POLICY SPECIFICATIONS

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DEFINITIONS

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

Account Value: the total of all amounts in the Fixed Account, Loan Account, and Sub-Accounts.

Accumulation Unit: an accounting unit used to calculate the value of a Sub-Account.

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

Attained Age: the Insured's Issue Age plus the Policy Year minus one.

Cash Surrender Value: the Cash Value less all Indebtedness.

Cash Value: the Account Value less any applicable Surrender Charges.

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

Cumulative No Lapse Guarantee Premium: the premium required to maintain the No Lapse Guarantee. On the Policy Date, the Cumulative No Lapse Guarantee Premium is the Monthly No Lapse Guarantee Premium shown on Page 3. On each Monthly Activity Date thereafter, the Cumulative No Lapse Guarantee Premium is: (a) the Cumulative No Lapse Guarantee Premium on the previous Monthly Activity Date; plus (b) the current Monthly No Lapse Guarantee Premium.

Date of Issue: the date shown on Page 3 from which Suicide and Incontestability provisions are measured. The date may be different from the Policy Date.

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

Death Benefit Option: the Death Benefit Option in effect determines how the Death Benefit is calculated. The Death Benefit Options are described in the Death Benefit provision of the Policy.

Death Proceeds: the amount which We will pay on the death of the Insured. Refer to the Death Benefit provision for information on how the Death Proceeds are calculated.

Dollar Cost Averaging: systematic transfers from one account to any other available account.

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

Face Amount: an amount We use to determine the Death Benefit. On the Policy Date, the Face Amount equals the Initial Face Amount shown on Page 3. Thereafter, it may change in accordance with the terms of the Increases and Decreases in the Face Amount provision, the Death Benefit Option Changes provision, and the Withdrawals provision.

Fixed Account: an Investment Choice which is part of Our General Account to which all or a portion of the Account Value may be allocated.

Funds: a registered open-end management company in which assets of the Separate Account may be invested.

General Account: an account which contains all of Our assets other than those held in Our Separate Accounts.

**DEFINITIONS
(Continued)**

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

In Writing: in a written form satisfactory to Us.

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

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

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

Investment Choices: The options among which You can allocate Your Account Value. These include the Fixed Account and the Sub-Accounts.

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

Loan Account: an account used to hold amounts set aside to serve as security for loans taken on the Policy. The amounts in the Loan Account are not subject to the investment experience of any Sub-Accounts.

Monthly Activity Date: the Policy Date and the same date in each succeeding month as the Policy Date. However, whenever the Monthly Activity Date falls on a date other than a Valuation Day, the Monthly Activity Date will be deemed to be the next Valuation Day.

Net Premium: the amount of premium credited to selected Investment Choices. It is the premium paid minus the deductions from premium shown in the Policy Specifications.

Planned Premium: the amount that the Owner intends to pay. The Initial Planned Premium is shown on Page 3.

Policy Anniversary: an anniversary of the Policy Date.

Policy Date: the date shown on Page 3 from which Policy Anniversaries and Policy Years are determined. This is the date on which monthly deductions begin.

Policy Years: years as measured from the Policy Date.

Pro Rata Basis: an allocation method based on the proportion of the Account Value in the applicable accounts.

Separate Account: an account, as specified on Page 3, which has been established to separate the assets funding the variable benefits for the class of contracts to which the Policy belongs from the other assets of the Company.

Sub-Accounts: the subdivisions of the Separate Account, each of which invests in a corresponding fund.

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

Valuation Day: the date on which a Sub-Account is valued. This occurs every day We are open and the New York Stock Exchange is open for trading.

Valuation Period: the period of time between the close of business on successive Valuation Days.

You, Your: the Owner of the Policy.

GENERAL

The Policy will become effective if and when:

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

DEATH BENEFIT

General

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

Death Proceeds

Death Proceeds equal the Death Benefit less Indebtedness and less any due and unpaid Monthly Deduction Amounts occurring during a Policy Grace Period. The Death Benefit is equal to the greater of the Death Benefit provided by the Death Benefit Option chosen and the Minimum Death Benefit. Any Monthly Deduction Amounts taken after the date of the Insured's death and before We receive Due Proof of Death will be added to the Account Value for purposes of determining Death Proceeds. All amounts used in determining the Death Proceeds are calculated as of the date We receive Due Proof of Death.

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

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

Death Benefit Options

You have three Death Benefit Options available under the Policy as described below.

1. Under Option A (Level Option), the Death Benefit is the current Face Amount.
2. Under Option B (Return of Account Value Option), the Death Benefit is the current Face Amount, plus the current Account Value.
3. Under Option C (Return of Premium Option), the Death Benefit is the current Face Amount, plus the lesser of:
 - (a) the sum of the premiums paid; or
 - (b) the Death Benefit Option C Limit shown on Page 3.

**DEATH BENEFIT
(Continued)**

Death Benefit Option Changes

You may change Your Death Benefit Option, subject to the conditions described here. You must notify Us In Writing or in a manner satisfactory to Us of the change. Such change will be effective on the Monthly Activity Date following the date We receive the request and the conditions are met. The following changes are allowed with no evidence of insurability required:

1. You may change from Option A (Level Option) to Option B (Return of Account Value Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change, decreased by the then current Account Value.
2. You may change from Option C (Return of Premium Option) to Option A (Level Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change.
3. You may change from Option B (Return of Account Value Option) to Option A (Level Option). If You do, the Face Amount will become the Face Amount immediately prior to the option change increased by the Account Value on the date of the option change.

Minimum Death Benefit

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

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

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

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

The Minimum Death Benefit is determined by using the current Account Value.

**INCREASES AND
DECREASES IN
FACE AMOUNT**

Scheduled Increases in Face Amount

We will increase the Face Amount automatically by the amounts shown in the Policy Specifications. These scheduled increases will continue until You request to discontinue the increases or until You request to decrease the Face Amount of Your Policy. Decreases in the Face Amount as a result of a withdrawal or a Death Benefit Option Change will not affect Your future scheduled increases.

Unscheduled Increases in Face Amount

At any time after the first Policy Year and prior to the maximum age shown on Page 3, You may request In Writing, or in a manner satisfactory to Us, to increase the Face Amount. All requests to increase the Face Amount must be applied for on a new application and will be subject to evidence of insurability satisfactory to Us. Any increase approved by Us will be effective on the Monthly Activity Date following our approval of such increase. Any unscheduled increase will be subject to additional Monthly Per \$1,000 Charges, additional Cost of Insurance Charges and additional Surrender Charges, all of which are based on the Attained Age of the Insured at the time of the increase. We will send You an endorsement describing these charges. Unscheduled increases will be subject to the Incontestability and Suicide provisions of the Policy. We reserve the right to limit You to one unscheduled increase in any 12 month period.

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

Decreases in Face Amount

At any time after the first Policy Year You may request In Writing, or in a manner satisfactory to Us, to decrease the Face Amount. The minimum amount by which the Face Amount can be decreased is shown on Page 3. A decrease in the Face Amount will be effective on the Monthly Activity Date following the date We receive Your request. The remaining Face Amount must not be less than the minimum Face Amount shown on Page 3. If there have been any Face Amount increases, decreases will be taken in the reverse order from which the increases were applied. We reserve the right to limit You to one unscheduled decrease in any 12 month period.

PREMIUMS

General

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

Premium Limitations

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

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

How To Make Premium Payments

Payments must be made payable to the Company shown on the first page of the Policy and sent to Us at the address shown on the premium notice. Net Premium will be applied on the date We receive it In Good Order at the address shown on the premium notice. You must instruct us In Writing how you want Your premium allocated among Your selected Investment Choices. Except for Net Premium received by Us prior to the end of the Right to Examine Policy period, premium will be allocated based on Your most recent instructions on file with Us. See the Initial Net Premium Allocation provision for how we allocate initial premium received during the Right to Examine Policy period.

We will apply any amount received under the Policy as a premium unless it is clearly marked otherwise.

Planned Premium Payments

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

**PREMIUMS
(Continued)**

Flexible Premiums

After the initial premium has been paid, subsequent premium payments are flexible. The actual amount and frequency of payment will affect the Account Value and could affect the amount and duration of insurance provided by the Policy. You may pay additional premiums at any time subject to Our Premium limitations.

Initial Premium Allocation

Net Premiums received by Us prior to the end of the Right to Examine Policy period will be allocated as shown on Page 3 on the later of:

- (a) the Policy Date; and
- (b) the date We receive the premium.

The accumulated values of these amounts will then be transferred to Your selected Investment Choices according to Your premium allocation instructions on file with Us on the later of:

- (a) the end of the Right to Examine Policy period; or
- (b) the date We receive In Good Order all necessary Policy delivery requirements including Your acceptance of the Policy.

Subsequent Premium Allocations

You may change how Your premiums are allocated by notifying Us In Writing. Subsequent Net Premiums will be allocated to Your selected Investment Choices according to Your most recent instructions on file with Us as long as:

- (a) the total number of active Sub-Accounts does not exceed twenty, or the maximum currently allowed by Us; and
- (b) the percentage You allocate to each active Investment Choice is in whole percentages.

If We receive a Net Premium with a premium allocation instruction that does not comply with the above rules, We will allocate the Net Premium to the Fixed Account and Sub-Accounts on a Pro Rata Basis.

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

Account Value

Your Account Value on the Policy Date equals the initial Net Premium less the Monthly Deduction Amount for the first policy month.

On each subsequent Monthly Activity Date, Your Account Value equals:

- (a) the sum of Your Accumulated Value in the Fixed Account and Sub-Accounts; plus
- (b) the value of the Loan Account, if any; minus,
- (c) the appropriate Monthly Deduction Amount.

On each Valuation Day (other than a Monthly Activity Date), Your Account Value equals:

- (a) the sum of Your Accumulated Value in the Fixed Account and Sub-Accounts; plus
- (b) the value of Your Loan Account, if any.

Accumulated Value - Fixed Account

Your Accumulated Value in the Fixed Account equals:

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

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

Fixed Account Interest

Interest will be credited daily to amounts in the Fixed Account at a rate based on an annual effective rate at least equal to the Annual Fixed Account Minimum Credited Rate shown in the Policy Specifications. In addition, We may credit interest at rates greater than the Annual Fixed Account Minimum Credited Rate. The interest credited will reflect the timing of amounts added to or withdrawn from the Fixed Account and is nonforfeitable after crediting, except indirectly due to surrender charges.

Accumulated Value - Sub-Accounts

Your Accumulated Value in any Sub-Account equals:

- (a) the number of Your Accumulation Units in that Sub-Account on the Valuation Day; multiplied by
- (b) that Sub-Account's Accumulation Unit Value on the Valuation Day.

The number of Accumulation Units in any Sub-Account is increased when:

- (a) Net Premiums are allocated to it; or
- (b) amounts are transferred to it from other Sub-Accounts, the Fixed Account or the Loan Account.

The number of Accumulation Units in any Sub-Account is decreased when:

- (a) amounts are transferred from it to other Sub-Accounts, the Fixed Account or the Loan Account; or
- (b) Monthly Deduction Amounts or Withdrawals are taken from it; or
- (c) any transfer charges are taken from it.

Loan Account Value

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

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

Cash Value

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

Basis of Values

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

Cash Surrender Value

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

**VALUATION
PROVISIONS**

Sub-Account Accumulation Units

Amounts allocated to each Sub-Account increase the number of Accumulation Units in each Sub-Account. The number of Accumulation Units added to each Sub-Account is determined by dividing the amount allocated to the Sub-Account by the dollar value of one Accumulation Unit for such Sub-Account.

Amounts taken from each Sub-Account decrease the number of Accumulation Units in each Sub-Account. The number of Accumulation Units subtracted from each Sub-Account is determined by dividing the amount taken from the Sub-Account by the dollar value of one Accumulation Unit for such Sub-Account.

The number of Your Accumulation Units will not be affected by any subsequent change in the value of the units. The Accumulation Unit Values in each Sub-Account may increase or decrease daily as described below.

**VALUATION
PROVISIONS
(Continued)**

Sub-Account Accumulation Unit Value

The Accumulation Unit Value for each Sub-Account will vary to reflect the investment experience of the applicable Fund and will be determined on each Valuation Day by multiplying the Accumulation Unit Value of the particular Sub-Account on the preceding Valuation Day by a Net Investment Factor for that Sub-Account for the Valuation Period then ended. The Net Investment Factor for each of the Sub-Accounts is equal to the net asset value per share of the corresponding Fund at the end of the Valuation Period (plus the per share amount of any dividend or capital gain distributions paid by that Fund in the Valuation Period then ended) divided by the net asset value per share of the corresponding Fund at the beginning of the Valuation Period. Accumulation Unit Values shall not be adversely affected by expense and mortality results.

Emergency Procedure

If the New York Stock Exchange is closed (except for holidays or weekends) or trading is restricted due to an existing emergency as defined by the Securities and Exchange Commission so that We cannot value the Sub-Accounts, We may postpone all transactions which require valuation of the Sub-Accounts until valuation is possible. Any provision of the Policy which specifies a Valuation Day will be superseded by the emergency procedure.

**MONTHLY
DEDUCTION**

General

On each Monthly Activity Date, We will deduct an amount from Your Account Value to pay Us for providing the benefits of the Policy. This amount is called the Monthly Deduction Amount. On each Policy Anniversary We will determine the rates used to calculate the Monthly Deduction Amount for that Policy Year. These rates will not exceed the maximum rates shown on the Policy Specification Pages. Actual rates will be determined based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. Any change we make will be on a uniform basis for Insureds of the same Issue Age, Sex (if applicable), Insurance class, Initial Face Amount, net Amount at Risk and the length of time coverages have been in-force. The Monthly Deduction Amount equals:

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

The cost associated with those benefits under the Policy that have no separate and distinct charges are included in the rates used to calculate the Monthly Deduction Amount.

The Monthly Deduction Amount will be taken on a Pro Rata Basis from the Fixed Account and Sub-Accounts on each Monthly Activity Date. You may request In Writing or in a manner satisfactory to Us to have monthly deductions taken from specific Sub-Accounts and/or the Fixed Account. If any of Your specified choices has insufficient value to cover its portion of the Monthly Deduction Amount, the entire Monthly Deduction Amount will be taken on a Pro Rata Basis.

Cost of Insurance Charge

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

- (a) the applicable cost of insurance rates per \$1,000; multiplied by
- (b) the applicable amounts at risk; divided by
- (c) \$1,000.

On any Monthly Activity Date, the amount at risk equals the Death Benefit less the Account Value on that date prior to assessing the Monthly Deduction Amount. If there have been any Face Amount increases, the amount at risk will be applied to Face Increases in the reverse order from which they were applied.

**MONTHLY
DEDUCTION
(Continued)**

Monthly Per \$1,000 Charge

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

- (i) the applicable Monthly Per \$1,000 Rates; multiplied by
- (ii) the applicable Face Amounts; divided by
- (iii) \$1,000.

Mortality and Expense Risk Charge

The Mortality and Expense Risk Charge for any Monthly Activity Date is equal to:

- (i) the monthly Mortality and Expense Risk Rate; multiplied by
- (ii) the sum of Your accumulated values in the Sub-Accounts on the Monthly Activity Date, prior to assessing the Monthly Deduction Amount.

**INSURANCE CLASS
CHANGES**

General

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

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

TRANSFERS

Amount and Frequency of Transfers

Upon request and as long as the Policy is in effect, You may transfer amounts among the Fixed Account and Sub-Accounts. We reserve the right to limit the size of transfers and remaining balances, and to limit the number and frequency of transfers.

Restrictions on Transfers

You are limited as to the timing and the amounts that can be transferred from the Fixed Account to the Sub-Accounts (other than those allowed under a Dollar Cost Averaging program). The limits are as follows:

- 1. the transfer must occur during the 30 day period following each Policy Anniversary; and
- 2. the maximum amount transferred in any Policy Year will be limited to the greatest of:
 - (a) \$1,000;
 - (b) 20% of the Accumulated Value in the Fixed Account on the date of transfer; and
 - (c) An amount not to exceed the total amount transferred from the Fixed Account in the previous Policy Year, not including amounts transferred under a Dollar Cost Averaging program.

Transfer Charge

After a transfer has occurred (other than those allowed under a Dollar Cost Averaging program), the Transfer Charge specified in the Policy Specifications, if any, will be deducted on a Pro Rata Basis.

Dollar Cost Averaging (DCA) Program

From time to time We may offer a Dollar Cost Averaging program in which you may enroll. Under the DCA program, you may make systematic transfers of value between the available Sub-Accounts and the Fixed Account. You may obtain information from Us on the available DCA programs at any time. If You enroll in a DCA Program, You may terminate participation at any time by contacting Us. In such an event, any non-transferred balances will be allocated to the other accounts.

**POLICY DEFAULT
AND GRACE PERIOD**

Policy Default

The Policy will go into default on any Monthly Activity Date on which:

1. the Account Value less Indebtedness is not sufficient to cover the Monthly Deduction Amount and the No Lapse Guarantee is not available; or
2. Indebtedness equals or exceeds the Cash Value.

Policy Grace Period

If the Policy goes into default, We will send You a notice warning You that the Policy is in danger of terminating. This notice will be mailed to You and to any assignee of record, at the last known address(es), 61 days prior to termination of coverage. We will keep the Policy in force for the 61-day period following the date We mail you the notice. We call this the Policy Grace Period. The notice will tell You the minimum payment required to keep the Policy from terminating and the date such payment must be received by Us. This minimum premium will never be greater than an amount which results in a Cash Surrender Value equal to the current Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date the Policy Grace Period began.

The Policy will terminate if the required payment specified in the notice is neither received by Us by the end of the Policy Grace Period nor sent to Us by U.S. mail that is postmarked within the Policy Grace Period. If the Insured dies during the Policy Grace Period, We will pay the Death Proceeds.

No Lapse Guarantee

A No Lapse Guarantee is available as long as the Policy is in the No Lapse Guarantee Period and the cumulative premiums paid into the Policy, less Indebtedness and less withdrawals from the Policy, equal or exceed the Cumulative No Lapse Guarantee Premium. The No Lapse Guarantee Period is shown on Page 3.

While the No Lapse Guarantee is available, We guarantee that Your Account Value less Indebtedness, will never be less than zero.

No Lapse Guarantee Premium

The No Lapse Guarantee Premium is shown on Page 3. If there is any increase or decrease in the Face Amount, or any change in rider coverage or a change in insurance class, a new monthly No Lapse Guarantee Premium will be calculated. We will send You a notice of the new Monthly No Lapse Guarantee Premium, which will be used in calculating the Cumulative No Lapse Guarantee Premium in subsequent months.

REINSTATEMENT

General

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

- (a) You make Your request In Writing within three years from the Termination Date;
- (b) satisfactory evidence of insurability is submitted;
- (c) the Insured is alive on the date of Reinstatement;
- (d) any Indebtedness at the time of termination must be repaid or carried over to the reinstated policy; and
- (e) You pay premium equal to or greater than the sum of:
 - (i) an amount necessary to cover all Monthly Deduction Amounts that are due and unpaid during the Policy Grace Period. You will be charged only for the time period You had coverage under the Policy; and
 - (ii) an amount necessary to keep the Policy in force for 3 months after the date of reinstatement.

**REINSTATEMENT
(Continued)**

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

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

The Account Value on the reinstatement date will equal:

- (a) Net Premiums attributable to premiums paid at the time of reinstatement; minus
- (b) the Monthly Deduction Amounts that were due and unpaid during the Policy Grace Period; plus
- (c) any Indebtedness carried over to the reinstated Policy.

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

POLICY LOANS

General

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

Loan Amounts

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

Loan Account

When You take a loan, an amount equal to the loan is transferred from the Fixed Account and the Sub Accounts into the Loan Account as security for the loan. In the absence of instructions from You, We will transfer such amount to the Loan Account on a Pro Rata Basis. Amounts in the Loan Account will be credited with interest as described below.

Indebtedness

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

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

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

Interest Credited to Loan Account

Any amounts in the Loan Account will be credited with interest at a rate equal to the Annual Fixed Account Minimum Credited Rate shown on Page 3.

**POLICY LOANS
(Continued)**

Maximum Interest Rate Charged on Indebtedness

The interest rate charged on Indebtedness will never exceed the Maximum Interest Rate shown in the table below:

During Policy Years	Maximum Interest Rate Charged equals the Fixed Account Minimum Credited Rate Plus:
1-10	2.00%
11 and later	0.25%

Because the interest charged on Indebtedness may exceed the rate credited to the Loan Account, the Indebtedness may grow faster than the Loan Account. If this happens, any difference between the value of the Loan Account and the Indebtedness will be transferred on each Monthly Activity Date from the Fixed Account and Sub-Accounts to the Loan Account in a manner consistent with the way Monthly Deductions are taken.

Loan Repayments

All or part of a loan may be repaid at any time that the Policy is in-force and the Insured is alive. However, each repayment must be at least the lesser of \$50 or the Indebtedness and clearly identified In Writing as a loan repayment. The amount of a loan repayment will be deducted from the Loan Account and will be allocated among the Fixed Account and Sub-Accounts in the same percentage as premiums are allocated.

Termination Due to Excessive Indebtedness

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

WITHDRAWALS

General

You may request a withdrawal In Writing or in a manner satisfactory to Us. Upon such Withdrawal, the Account Value will be reduced by an amount equal to the Withdrawal. The amount available for withdrawal is the Cash Surrender Value less \$1,000. The minimum withdrawal allowed is \$500. A charge of up to \$10 may be assessed for each withdrawal. One withdrawal per calendar month is allowed. Unless specified otherwise the withdrawal will be deducted on a Pro Rata Basis from Your Investment Choices.

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

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

SURRENDERS

General

While the Policy is in-force, You may surrender the Policy to Us. The Policy, and additional benefits provided by rider, are then cancelled as of the day We receive Your request In Writing or the date You request the surrender, whichever is later. We will then pay You the Cash Surrender Value as of that date.

**PAYMENTS
BY US**

General

We will pay Death Proceeds, Cash Surrender Values, withdrawals and loan amounts attributable to the Sub-Accounts within seven days after We receive all the information satisfactory to Us to process the payment unless:

- (a) the New York Stock Exchange is closed on other than customary weekend and holiday closings or trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission (SEC); or
- (b) an emergency exists, as determined by the SEC, as a result of which disposal of securities is not reasonably practicable to determine the value of the Sub-Accounts; or
- (c) the SEC, by order, permits postponement for the protection of policy owners.

Deferral of Payments from the Fixed Account

We may defer payment of any Cash Surrender Values, withdrawals and loan amounts which are not attributable to the Sub-Accounts for up to six months from the date of the request. If We defer payment for more than 30 days, We will pay interest at the Annual Fixed Account Minimum Credited Rate.

**TAXATION OF THE
SEPARATE ACCOUNT**

General

We do not expect to incur any federal, state or local income tax on the earnings or realized capital gains attributable to the Separate Account. Based upon these expectations, no charge is being made to the Separate Account for federal, state or local income taxes. If We incur income taxes attributable to the Separate Account or determine that such taxes will be incurred, We may assess a charge for taxes against the Policy in the future.

THE CONTRACT

Entire Contract

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

Contract Modification

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

Fund Modification

We reserve the right, subject to any applicable law, to make certain changes, including the right to add, eliminate or substitute any investment options offered under the Policy.

Tax Status

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

Non-Participation

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

Misstatement of Age and/or Sex

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

**THE CONTRACT
(Continued)**

Suicide

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

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

Incontestability

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

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

Annual Report

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

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

Separate Accounts

We will have exclusive and absolute ownership and control of the assets of Our Separate Accounts. The portion of assets of the separate account equal to the reserves and other contract liabilities with respect to the account shall not be charged with liabilities arising out of any other business the Company may conduct. The assets of the separate account will be available to cover the liabilities of Our General Account only to the extent that those assets exceed the liabilities of that Separate Account arising under the variable life contracts supported by that Separate Account. The assets of a Sub-Account will be valued on each Valuation Day. Our determination of the value of an Accumulation Unit by the method described in the Policy will be conclusive.

Change in the Operation of the Separate Account

At Our election and subject to any necessary vote by persons having the right to give instructions on the voting of Fund shares held by the Sub-Accounts, the Separate Account may be operated as a management company under the Investment Company Act of 1940 or any form permitted by law, may be deregistered under the Investment Company Act of 1940 in the event registration is no longer required, or may be combined with one or more Separate Accounts.

**THE CONTRACT
(Continued)**

Sub-Account, Separate Account Modifications

Upon notice to You and subject to any required regulatory approvals, We may, from time to time, make certain modifications to this Policy that are necessary to operate the Separate Account in any form permitted under the Investment Company Act of 1940, or in any form permitted by law, including:

1. the transfer of value in any Sub-Account to another Sub-Account or to one or more other separate accounts;
2. add, combine, or eliminate Sub-Accounts in the Separate Account or combine the Separate Account with another separate account;
3. substitute for the units held by any Sub-Account the units of another Sub-Account or another investment company or any other investment permitted by law;
4. make any changes required to comply with the requirements of any Fund, including, but not limited to, the imposition of a redemption charge or other fee by a Fund; or
5. make any other modifications to the Policy that, in Our judgment, are necessary or appropriate to ensure that it continues to qualify as life insurance under the applicable section(s) of the Internal Revenue Code, or any other applicable law, regulation or interpretation.

Any required approval process for modifications to the Separate Account is on file with the insurance supervisory official of the state in which this Policy is issued.

Voting Rights

We will notify You of any Fund shareholder's meetings at which the shares held for Your Sub-Account may be voted. We will also send proxy materials and instructions for You to vote the shares held for Your Sub-Account. We will arrange for the handling and tallying of proxies received from the Owners. We will vote the Fund shares held by Us in accordance with the instructions received from the Owners. You may attend any meeting, where shares held for Your benefit may be voted.

In the event that You give no instructions or leave the manner of voting discretionary, We will vote such shares of the appropriate Fund in the same proportion as shares of that Fund for which instructions have been received. Also, We will vote the Fund shares in this proportionate manner, which are held by Us for Our own account.

**OWNERSHIP AND
BENEFICIARY**

Change of Owner or Beneficiary

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

**OWNERSHIP AND
BENEFICIARY
(Continued)**

Death of Beneficiary

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

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

Assignment

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

Owner's Rights

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

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

TERMINATION

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

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

**CONTINUATION
BEYOND THE
INSURED'S
ATTAINED AGE 120**

General

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

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

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

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

**PAYMENT OF
DEATH PROCEEDS**

Generally

The Death Proceeds of this Policy will be paid in one lump sum unless You or the Beneficiary elect one of the Income Settlement Options described below. If the Death Proceeds are paid in one lump sum and the payment is \$10,000 or greater, the Beneficiary may choose to have the Death Proceeds paid under the Safe Haven Program. Under the Safe Haven Program, Death Proceeds are held in Our General Account and earn interest at a rate determined by Us. Beneficiaries are provided a draft book and may access the Death Proceeds by writing drafts as desired, subject to Our rules then in effect regarding minimum draft amounts and balances. We reserve the right to discontinue offering the Safe Haven Program at anytime and in such event, any remaining balance in the Safe Haven Program will be paid to the Beneficiary in one sum.

**INCOME
SETTLEMENT
OPTIONS**

Availability

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

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

Death of Payee

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

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

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

Option 1 - Interest Income

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

Option 2 - Income of Fixed Amount

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

Option 3 - Income for Fixed Period

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

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

**INCOME
SETTLEMENT
OPTIONS
(Continued)**

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

PAYMENT INTERVAL	FACTOR
Quarterly	2.99
Semi-annual	5.96
Annual	11.84

Other Options

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

Hartford Life and Annuity Insurance Company
Hartford, Connecticut 06104-2999
(A stock insurance company)
(the "Company")

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

Adjustable Death Benefit
Death Proceeds Payable at Death of the Insured
Cash Surrender Value Payable upon Surrender
Premiums Payable as shown on Page 3
Non-Participating

THE AMOUNT OF THE DEATH BENEFIT AND PORTIONS OF THE ACCOUNT VALUE THAT ARE BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT ARE NOT GUARANTEED AND WILL DECREASE OR INCREASE DEPENDING ON THE INVESTMENT EXPERIENCE OF THAT SEPARATE ACCOUNT.

**FLEXIBLE PREMIUM
VARIABLE ADJUSTABLE LIFE INSURANCE POLICY**

