

State: Arkansas **Filing Company:** Hartford Life and Annuity Insurance Company
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.101 External Indexed - Single Life
Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature
Project Name/Number: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature/LA-1377(12)

Filing at a Glance

Company: Hartford Life and Annuity Insurance Company
Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature
State: Arkansas
TOI: L09I Individual Life - Flexible Premium Adjustable Life
Sub-TOI: L09I.101 External Indexed - Single Life
Filing Type: Form
Date Submitted: 07/30/2012
SERFF Tr Num: HARL-128478923
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: LA-1377(12)
Implementation: On Approval
Date Requested:
Author(s): Jane Chapman, Roberta Chu, Barbara Warren
Reviewer(s): Linda Bird (primary)
Disposition Date: 08/06/2012
Disposition Status: Approved-Closed
Implementation Date:
State Filing Description:

State: Arkansas
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.101 External Indexed - Single Life
Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature
Project Name/Number: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature/LA-1377(12)

General Information

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

Status of Filing in Domicile: Authorized

Project Number: LA-1377(12)

Date Approved in Domicile: 06/22/2012

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 08/06/2012

State Status Changed: 08/06/2012

Deemer Date:

Created By: Barbara Warren

Submitted By: Barbara Warren

Corresponding Filing Tracking Number:

Filing Description:

We are submitting the subject forms for your review and approval. The forms are new and the policy is intended to replace UL policy form LA-1342(10), originally approved in 2010.

The submitted form is similar to the previously approved form it is replacing with the following enhancements:

- A second index option
- The addition of an alternate loan option where amounts taken under this option remain in the index account and are eligible to receive index interest, if any. This Alternate loan option is described in detail in the 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. The policy is subject to our normal underwriting requirements and will be marketed with an illustration. The policy may also be issued on a unisex basis. Included in the policy form are the unisex pages that will be used in this event.

We have also attached an alternate set of Policy Specification Pages which represent an alternate plan design. Extended Value Option (EVO); The form numbers on the affected policy page 3A and 3B, for this option is 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 Maximum Premium Charge is waived and the Surrender Charges are for a longer duration. 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 Specifications are completed in John Doe fashion. Variable material is enclosed in brackets and explained in the Statement of Variability.

Also included in this submission are the following supplemental filing information for the base policy and alternate plan designs:

- 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.

State: Arkansas **Filing Company:** Hartford Life and Annuity Insurance Company
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.101 External Indexed - Single Life
Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature
Project Name/Number: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature/LA-1377(12)

Company and Contact

Filing Contact Information

Barbara Warren, Contact Analyst barbara.warren@hartfordlife.com
 200 hopmeadow rd 860-843-6437 [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:
 Per Company: No

Company	Amount	Date Processed	Transaction #
Hartford Life and Annuity Insurance Company	\$150.00	07/30/2012	61273536

SERFF Tracking #:

HARL-128478923

State Tracking #:

Company Tracking #:

LA-1377(12)

State:

Arkansas

Filing Company:

Hartford Life and Annuity Insurance Company

TOI/Sub-TOI:

L09I Individual Life - Flexible Premium Adjustable Life/L09I.101 External Indexed - Single Life

Product Name:

Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature

Project Name/Number:

Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature/LA-1377(12)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/06/2012	08/06/2012

State: Arkansas **Filing Company:** Hartford Life and Annuity Insurance Company
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.101 External Indexed - Single Life
Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature
Project Name/Number: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature/LA-1377(12)

Disposition

Disposition Date: 08/06/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Illustration Certification		Yes
Supporting Document	Actuarial Memorandums		No
Supporting Document	Statements Of Variability		Yes
Supporting Document	Certifications		Yes
Form	Individual Flexible Premium Adjustable Life Insurance Policy with Index Linked Interest Crediting feature		Yes
Form	Policy Specifications		Yes
Form	Policy Specifications		Yes

State: Arkansas **Filing Company:** Hartford Life and Annuity Insurance Company
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.101 External Indexed - Single Life
Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature
Project Name/Number: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature/LA-1377(12)

Form Schedule

Lead Form Number: LA-1377(12)

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		LA-1377(12)	POLA	Individual Flexible Premium Adjustable Life Insurance Policy with Index Linked Interest Crediting feature	Initial:	50.700	LA-1377(12) for AR.PDF
2		1377(3A)EVO	SCH	Policy Specifications	Initial:	0.000	1377(3A)EVO.PDF
3		1377(3B)EVO	SCH	Policy Specifications	Initial:	0.000	1377(3B)EVO.PDF

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

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

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

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

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

Signed for the Company by

[



David N. Levenson, *President*



Terence Shields, *Corporate Secretary*]

READ YOUR POLICY CAREFULLY

This is a legal contract between You and Us.

RIGHT TO EXAMINE POLICY

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

Index-Linked Interest Crediting Feature
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

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

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



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	9
Monthly Deduction Amount	11
Index Account Overview	12
Index Segments	12
Sweep Transactions	12
Insurance Class Changes	13
Policy Default and Grace Period	14
Reinstatement	15
Policy Loans	15
Withdrawals	18
Surrenders	19
Payments By Us	19
The Contract	19
Ownership and Beneficiary	20
Termination	21
Continuation Beyond the Insured's Attained Age 120	21
Payment of Death Proceeds	21
Income Settlement Options	21
Any Riders follow page	22

POLICY SPECIFICATIONS

POLICY INFORMATION

Policy Type:	FLEXIBLE PREMIUM ADJUSTABLE LIFE WITH AN INDEX-LINKED INTEREST CREDITING FEATURE
Policy Number:	[UL0000001]
Policy Date:	[JANUARY 1, 2013]
Date of Issue:	[JANUARY 1, 2013]
Owner:	[JOHN DOE]
Beneficiary:	[JANE DOE]
Insured:	[JOHN DOE]
Issue Age/Sex:	[35, MALE]
Insurance Class:	[PREFERRED/NON-NICOTINE]

DEATH BENEFIT INFORMATION

Initial Face Amount:	[\$100,000]
Unscheduled Increases Maximum Age:	[85]
Minimum Increase In Face Amount:	[\$25,000]
Minimum Decrease In Face Amount:	[\$500]
Minimum Face Amount After Decrease:	[\$50,000]
Death Benefit Option:	[A (LEVEL OPTION)]
Death Benefit Option C Limit:	[NOT APPLICABLE]

PREMIUM INFORMATION

Initial Planned Premium:	[\$1,000.00]
Payment Frequency:	[ANNUAL]
No Lapse Guarantee Period:	[JANUARY 1, 2013 – DECEMBER 31, 2018]
Monthly No Lapse Guarantee Premium:	[\$43.67]
Definition of Life Insurance Test:	[Guideline Premium/Cash Value Corridor Test]

FIXED ACCOUNT INFORMATION

Minimum Fixed Account Value Interest Rate:	Percent of Value: 2.00% effective annual
---	---

LOAN INFORMATION

Traditional Loan Interest Rate:	[3.00%] effective annual
Alternate Loan Maximum Interest Rate:	[8.00%] effective annual
Alternate Loan Interest Rate Factor:	[0.5%]

The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited to the Fixed Account and Index Account(s), 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 Type:	FLEXIBLE PREMIUM ADJUSTABLE LIFE WITH AN INDEX-LINKED INTEREST CREDITING FEATURE
Policy Number:	[UL0000001]
Policy Date:	[JANUARY 1, 2013]
Date of Issue:	[JANUARY 1, 2013]
Owner:	[JOHN DOE]
Beneficiary:	[JANE DOE]
Insured:	[JOHN DOE]
Issue Age:	[35]
Insurance Class:	[PREFERRED/NON-NICOTINE]

DEATH BENEFIT INFORMATION

Initial Face Amount:	[\$100,000]
Unscheduled Increases Maximum Age:	[85]
Minimum Increase In Face Amount:	[\$25,000]
Minimum Decrease In Face Amount:	[\$500]
Minimum Face Amount After Decrease:	[\$50,000]
Death Benefit Option:	[A (LEVEL OPTION)]
Death Benefit Option C Limit:	[NOT APPLICABLE]

PREMIUM INFORMATION

Initial Planned Premium:	[\$1,000.00]
Payment Frequency:	[ANNUAL]
No Lapse Guarantee Period:	[JANUARY 1, 2013 – DECEMBER 31, 2018]
Monthly No Lapse Guarantee Premium:	[\$43.67]
Definition of Life Insurance Test:	[Guideline Premium/Cash Value Corridor Test]

FIXED ACCOUNT INFORMATION

Minimum Fixed Account Value Interest Rate:	Percent of Value: 2.00% effective annual
---	---

LOAN INFORMATION

Traditional Loan Interest Rate:	[3.00%] effective annual
Alternate Loan Maximum Interest Rate:	[8.00%] effective annual
Alternate Loan Interest Rate Factor:	[0.5%]

The duration of coverage will depend on the amount, timing and frequency of premium payments, the interest credited to the Fixed Account and Index Account(s), 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

INDEX ACCOUNT INFORMATION

Index Account 1

Index Account Name: S&P 500[®] 1 Year Point-to-Point - Cap Adjusted

Index: Standard & Poor's 500[™] Composite Stock Price Index*
Index Term: 1 Year
Participation Rate: 100%
Guaranteed Minimum Index Growth Cap: 3.00%

Sweep Transaction Date: the [15th] day of the month (subject to change at Our discretion.) **

Sweep Transaction Date Frequency: [Monthly] (subject to change at Our discretion, but no less frequently than quarterly.)

Cut-Off Date: [2] Business Days prior to the Sweep Transaction Date.

* Index-linked returns do not include the portion of returns generated by the underlying index that come from dividends. See the Index Disclaimers on the page that follows.

** The initial Sweep Transaction Date will be the next scheduled sweep date following the later of: (a) the end of the free look period shown in the Right to Examine Policy provision; or (b) the date We receive In Good Order all necessary delivery requirements including Your acceptance of the Policy. However, if the Free Look period ends after the Cut off Date, but before the Sweep Transaction Date, amounts will not be transferred to the selected Index Account(s) until the next following Sweep Transaction Date.

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

A = the Index Growth Rate
B = the Participation Rate
C = the Index Growth Cap

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

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

Participation Rate - the factor applied to the Index Growth Rate in determining the Index Interest Rate.

Index Growth Cap - the maximum value that the Index Interest Rate may attain. We will set the Index Growth Cap for a new Segment on the Segment Start Date, subject to the Guaranteed Minimum Index Growth Cap shown above. Once the Index Growth Cap is set by Us, it will not change during the Index Term for that Segment. Index Growth Caps will be determined based on Our future anticipated experience.

POLICY SPECIFICATIONS

INDEX ACCOUNT INFORMATION (Continued)

Index Account 2

Index Account Name: S&P 500® 1 Year Point-to-Point - Participation Adjusted

Index:	Standard & Poor's 500™ Composite Stock Price Index*
Index Term:	1 Year
Guaranteed Minimum Participation Rate:	10%
Sweep Transaction Date:	the [15th] day of the month (subject to change at Our Discretion.) **
Sweep Transaction Date Frequency:	[Monthly] (subject to change at Our discretion, but no less frequently than quarterly.)
Cut-Off Date:	[2] Business Days prior to the Sweep Transaction Date.

*Index-linked returns do not include the portion of returns generated by the underlying index that come from dividends. See the Index Disclaimers on the page that follows.

**The initial Sweep Transaction Date will be the next scheduled sweep date following the later of: (a) the end of the free look period shown in the Right to Examine Policy provision; or (b) the date We receive In Good Order all necessary delivery requirements including Your acceptance of the Policy. However, if the Free Look period ends after the Cut off Date, but before the Sweep Transaction Date, amounts will not be transferred to the selected Index Account(s) until the next following Sweep Transaction Date.

Index Interest Rate - equals the Index Growth Rate times the Participation Rate, such result being not less than zero.

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

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

Participation Rate - a factor applied to the Index Growth Rate in determining the Index Interest Rate. We will set the Participation Rate for a new Segment on the Segment Start Date, subject to the Guaranteed Minimum Participation Rate shown above. Once the Participation Rate is set by Us, it will not change during the Index Term for that Segment. The Participation Rate will be determined based on Our future anticipated experience.

POLICY SPECIFICATIONS

INDEX ACCOUNT INFORMATION (Continued)

INDEX ACCOUNT INFORMATION (Continued)

INDEX DISCLAIMERS

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

NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDEX OR ANY DATA INCLUDED THEREIN OR ANY COMMUNICATIONS, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P, ITS AFFILIATES AND THEIR THIRD PARTY LICENSORS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR DELAYS THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE MARKS, THE INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES OR THEIR THIRD PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

"Standard & Poor's®", "S&P®", "Standard & Poor's 500™" and "S&P 500®" are trademarks of Standard & Poor's Financial Services LLC ("Standard & Poor's") and have been licensed for use by Hartford Life and Annuity Insurance Company.

POLICY SPECIFICATIONS

POLICY CHARGES

DEDUCTIONS FROM PREMIUM PAYMENTS

TYPE OF CHARGE

	POLICY YEARS	PERCENT OF PREMIUMS PAID
Maximum Premium Charge:	1	0.00%
	2+	4.00%

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

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

MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

	POLICY YEARS	CHARGE OR PERCENT OF VALUE
Monthly Administrative Charge:	ALL	\$10.00 PER MONTH
Monthly Per \$1,000 Charge Rate*:	1	[0.2765]
	2-5	[0.2765] PLUS THE DEFERRED PREMIUM CHARGE FACTOR**
	6-7	[0.2765]
	8	[0.2765]

*THE MONTHLY PER \$1,000 CHARGE WILL EQUAL THE PRODUCT OF THE MONTHLY PER \$1,000 CHARGE RATE MULTIPLIED BY ONE-THOUSANDTH OF THE INITIAL FACE AMOUNT

**THE DEFERRED PREMIUM CHARGE FACTOR EQUALS THE TOTAL PREMIUMS PAID IN POLICY YEAR ONE DIVIDED BY 120% OF THE INITIAL FACE AMOUNT

POLICY SPECIFICATIONS

POLICY CHARGES

MAXIMUM SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	[\$1,400.00
2	1,271.00
3	1,146.00
4	1,026.00
5	835.00
6	652.00
7	477.00
8	310.00
9	151.00]
10+	0

POLICY SPECIFICATIONS

SCHEDULED FACE AMOUNT INCREASES

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

POLICY SPECIFICATIONS

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

ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
[35	250	0.033990	78	105	4.840124
36	250	0.106729	79	105	5.413297
37	250	0.111735	80	105	6.041778
38	250	0.120079	81	105	6.761715
39	250	0.128424	82	105	7.514597
40	250	0.137604	83	105	8.330443
41	243	0.149289	84	105	9.241377
42	236	0.163480	85	105	10.275444
43	229	0.179343	86	105	11.434949
44	222	0.199385	87	105	12.715070
45	215	0.221102	88	105	14.105249
46	209	0.241988	89	105	15.593575
47	203	0.264551	90	105	17.170568
48	197	0.277924	91	104	18.673303
49	191	0.293807	92	103	20.265436
50	185	0.313874	93	102	21.973758
51	178	0.338964	94	101	23.812176
52	171	0.373265	95	101	25.792735
53	164	0.411764	96	101	27.641472
54	157	0.459492	97	101	29.653782
55	150	0.515626	98	101	31.850974
56	146	0.575149	99	101	34.259583
57	142	0.638907	100	101	36.908633
58	138	0.691792	101	101	39.063616
59	134	0.752271	102	101	41.417638
60	130	0.825403	103	101	43.995444
61	128	0.916270	104	101	46.824180
62	126	1.026610	105	101	49.937037
63	124	1.149742	106	101	53.373250
64	122	1.278958	107	101	57.184616
65	120	1.415129	108	101	61.429090
66	119	1.552352	109	101	66.182054
67	118	1.689783	110	101	71.538816
68	117	1.839326	111	101	77.626858
69	116	1.991672	112	101	83.333333
70	115	2.173290	113	101	83.333333
71	113	2.376655	114	101	83.333333
72	111	2.648233	115	101	83.333333
73	109	2.931816	116	101	83.333333
74	107	3.230104	117	101	83.333333
75	105	3.561439	118	101	83.333333
76	105	3.923571	119	101	83.333333]
77	105	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, SMOKER OR NON-SMOKER, ULTIMATE, AGE NEAREST BIRTHDAY MORTALITY TABLE. THE MAXIMUM COST OF INSURANCE RATES HAVE BEEN ADJUSTED TO REFLECT ANY SPECIAL CLASS RATING.

POLICY SPECIFICATIONS

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

ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE	ATTAINED AGE	MINIMUM DEATH BENEFIT PERCENTAGES	MAXIMUM COST OF INSURANCE RATE
[35	250	0.033990	78	105	4.441928
36	250	0.102557	79	105	4.944787
37	250	0.107563	80	105	5.492947
38	250	0.115907	81	105	6.136249
39	250	0.123417	82	105	6.813808
40	250	0.131762	83	105	7.533613
41	243	0.142611	84	105	8.332271
42	236	0.155132	85	105	9.229379
43	229	0.170159	86	105	10.188661
44	222	0.188528	87	105	11.303591
45	215	0.207737	88	105	12.493747
46	209	0.227785	89	105	13.754223
47	203	0.249508	90	105	15.018892
48	197	0.263715	91	104	16.031501
49	191	0.281268	92	103	17.218976
50	185	0.302168	93	102	18.618976
51	178	0.328091	94	101	20.245606
52	171	0.361551	95	101	22.180424
53	164	0.399208	96	101	24.034059
54	157	0.445255	97	101	26.069768
55	150	0.497190	98	101	27.147167
56	146	0.554186	99	101	28.746353
57	142	0.614573	100	101	30.864275
58	138	0.666605	101	101	32.921089
59	134	0.725387	102	101	35.310114
60	130	0.794294	103	101	38.092471
61	128	0.877556	104	101	41.338049
62	126	0.977740	105	101	45.080734
63	124	1.088155	106	101	49.213926
64	122	1.205460	107	101	53.771814
65	120	1.328835	108	101	58.724145
66	119	1.454072	109	101	64.269313
67	118	1.581178	110	101	70.418772
68	117	1.719502	111	101	76.940507
69	116	1.862290	112	101	83.333333
70	115	2.030864	113	101	83.333333
71	113	2.220245	114	101	83.333333
72	111	2.465663	115	101	83.333333
73	109	2.722910	116	101	83.333333
74	107	2.995529	117	101	83.333333
75	105	3.296620	118	101	83.333333
76	105	3.624729	119	101	83.333333]
77	105	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), SMOKER OR NON-SMOKER, ULTIMATE, AGE NEAREST BIRTHDAY MORTALITY TABLE. THE MAXIMUM COST OF INSURANCE RATES HAVE BEEN ADJUSTED TO REFLECT ANY SPECIAL CLASS RATING.

POLICY SPECIFICATIONS

THIS PAGE INTENTIONALLY LEFT BLANK

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, Index Account(s) and Loan Account.

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

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

Average Segment Value: the average daily Segment value during the Index Term for that Segment.

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

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

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

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

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

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

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

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

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

Death Proceeds: the amount which We will pay on the death of the Insured as described under the Death Benefit provision.

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

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

**DEFINITIONS
(Continued)**

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

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

In Writing: in a written form satisfactory to Us.

Indebtedness: money that is owed to Us as a result of outstanding (Traditional or Alternate) loan(s) We have granted using the Policy as sole security. It equals all outstanding loans taken plus any interest charged to Indebtedness minus any loan repayments. Indebtedness will reduce the Death Proceeds payable and the amount available to You upon surrender of the Policy.

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

Index Account Collateral Balance: represents the portion of an Alternate Loan that is collateralized by the Index Account(s).

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

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

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

Loan Account: an account that is used to hold amounts as collateral for certain portions of loans taken against the Policy.

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

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

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

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

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

Policy Anniversary: an anniversary of the Policy Date.

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

Policy Years: years as measured from the Policy Date.

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

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

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

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

You, Your: the Owner of the Policy.

GENERAL

The Policy will become effective if and when:

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

DEATH BENEFIT

General

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

Death Proceeds

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

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

We will pay interest on the Death Proceeds (including any premiums paid for any period beyond the end of the Policy month in which death occurred) of at least 2% per year (or higher, if required by the laws of the state in which this Policy is delivered or issued for delivery) 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.

1. Under Option A (Level Option), the Death Benefit is the current Face Amount.
2. Under Option B (Return of Account Value Option), the Death Benefit is the current Face Amount, plus the Account Value on the date We receive due proof of the Insured's death.
3. Under Option C (Return of Premium Option), the Death Benefit is the current Face Amount, plus the lesser of:
 - (a) the sum of the premiums paid less Withdrawals; or
 - (b) the Death Benefit Option C Limit shown in the Policy Specifications.

Death Benefit Option Changes

You may change Your Death Benefit Option as described below. 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. 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 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.
3. You may change from Option C (Return of Premium Option) to Option A (Level Option). If You do, the Face Amount will become that amount available as a Death Benefit immediately prior to the option change.

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

**DEATH BENEFIT
(Continued)**

Minimum Death Benefit

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

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

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

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

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

**INCREASES AND
DECREASES IN
FACE AMOUNT**

General

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

Scheduled Increases In Face Amount

We will increase the Face Amount automatically on the dates and by the amounts shown in the Policy Specifications. These scheduled increases will continue until the earlier of (a) the date We receive Your request, In Writing or in a manner satisfactory to Us, to discontinue future scheduled increases, or (b) the date We receive Your request, 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 to increase the Face Amount. All unscheduled requests to increase the Face Amount must be applied for on a new application and will be subject to evidence of insurability satisfactory to Us. Any increase approved by Us will be effective on the Monthly Activity Date following Our approval of such increase. Any unscheduled increase will be subject to additional Monthly Per \$1,000 Charges, additional Cost of Insurance Charges and additional Surrender Charges, all of which are based on the Attained Age of the Insured at the time of the increase. We will send You an endorsement describing these charges. Unscheduled increases will be subject to the Incontestability and Suicide provisions of the Policy.

Decreases In Face Amount

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

PREMIUMS

General

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

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

- (a) The minimum premium that We will accept for quarterly, semi-annual, and annual premium payments is the greater of (a) \$50; or (b) the amount required to keep the Policy in force.
- (b) For monthly, pre-authorized payments made by bank draft, the minimum premium that We will accept is the greater of (a) \$25; or (b) the amount required to keep the Policy in force.
- (c) If premiums are received which would cause the Policy to fail to meet the definition of a life insurance contract in accordance with the Internal Revenue Code, We may refund the excess premium payments. 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. The premium will be applied to the Fixed Account on the later of the Policy Date or the date We receive the premium In Good Order at the address shown on the premium notice. We will apply any amount received under the Policy as a premium unless it is clearly marked otherwise.

Premium Reminder Notice

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

ACCOUNT VALUE CASH VALUE, AND CASH SURRENDER VALUE

Account Value

The Account Value is equal to the total of all amounts in the Fixed Account, Index Account(s) and Loan Account.

Fixed Account Value

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

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

**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 Minimum Fixed Account Value Interest Rate shown in the Policy Specifications. In addition, We may credit interest at rates greater than the Minimum Fixed Account Value Interest Rate. The interest credited will reflect the timing of amounts added to or withdrawn from the Fixed Account. Interest credited is nonforfeitable after crediting except indirectly due to surrender charges.

Index Account Value

The value of an Index Account equals the sum of the values in all Segments in the Index Account. The value in a Segment effective on the Segment Start Date equals the amount transferred to the Segment from the Fixed Account and/or reallocated to it from a maturing Segment on the maturing Segment's maturity date.

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

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

Index Interest

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

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 or collateral rebalancing; plus
- (b) interest credited to it; plus
- (c) any amounts transferred to it as a result of interest charged on Indebtedness ; minus
- (d) any amounts transferred from it to the Fixed Account as a result of loan repayments or collateral rebalancing.

Cash Value

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

Basis of Values

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

Cash Surrender Value

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

**MONTHLY
DEDUCTION
AMOUNT**

General

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

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

Determining the Total Monthly Deduction Amount

The Monthly Deduction Amount equals:

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

Cost of Insurance

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

- (a) the Cost of Insurance Rate per \$1,000; multiplied by
- (b) the amount at risk; divided by
- (c) \$1,000.

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

Monthly Administrative Charge

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

Monthly Per \$1,000 Charge

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

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

**DEDUCTIONS FROM
ACCOUNT VALUE**

Amounts deducted from the Account Value will be taken first from the Fixed Account. If there are insufficient funds in the Fixed Account to satisfy the required deduction, the remaining amount will be deducted from each Index Account on a Pro Rata Basis. Amounts deducted from each Index Account will be deducted from the most recently opened Segment first, then from the next most recently opened Segment, and will continue in that order until the amount required to satisfy the deduction has been met. Such deductions include amounts necessary to satisfy Monthly Deductions, Withdrawals, and any other adjustments to the Account Value as a result of the exercise of any additional benefits provided by rider.

INDEX ACCOUNT OVERVIEW

The Index Account(s)

An Index Account is an account to which You may assign all or a portion of the Account Value. Values in an Index Account will vary over time based, in part, on the change in value of an external Index ("Index"). The Index Account(s) available on the Policy Date and the method(s) used in calculating Index Interest on the Index Segments ("Segments") are shown in the Policy Specifications.

We may add one or more Index Accounts or an Index Account may be discontinued. In either event, We will notify You. See the Discontinuance Of, or Substantial Change To, An Index and Discontinuance of an Index Account by Us provisions below for details regarding discontinuance of an Index.

Discontinuance Of, or Substantial Change To, An Index

If an Index is discontinued or if We are unable to utilize an Index or if the calculation of the Index is changed substantially, We may substitute a comparable index subject to regulatory approval.

Discontinuance Of An Index Account By Us

We may close the Index Account(s) if We determine in Our sole discretion that this Policy may be subject to registration under the Securities Act of 1933. If this happens, no new transfers to the discontinued Index Account will be allowed and amounts expiring on Segment Maturity Dates will be moved by Us to the Fixed Account until no value remains in the discontinued Index Account.

INDEX SEGMENTS

Index Segments

An Index Account may contain one or more Segments. A new Segment is created on a Sweep Transaction Date, which is the date amounts are moved to the Segment as a result of: (a) a transfer from the Fixed Account, or (b) a re-allocation of the value of a maturing Segment on that Segment's maturity date.

Segment Start Date

The Segment Start Date is the date amounts are moved or reallocated to a new Segment. It is the same date as the Sweep Transaction Date.

Index Term

The Index Term is the period of time that a Segment exists. An Index Term begins on the Segment Start Date and ends on the Segment Maturity Date.

Segment Maturity Date

The Segment Maturity Date is the last day of an Index Term for a Segment. It is the date Index Interest is calculated and credited to a Segment.

SWEEP TRANSACTIONS

General

Sweep Transaction Dates are the dates on which amounts may be moved from the Fixed Account to the Index Account(s) or automatically reallocated from a maturing Segment to selected Index Account(s) or the Fixed Account. The Sweep Transaction Date is the same day of each calendar month as the Segment Start Date and Segment Maturity Date. We will notify You of any changes in the Sweep Transaction Date or Sweep Transaction Date Frequency shown in the Policy Specifications.

Automatic Transfer of Premium

Net Premium is first allocated to the Fixed Account. All or a portion of such amounts received by Us by a given Cut-Off Date will then be automatically transferred from the Fixed Account to the selected Index Account(s), according to Your most recent instructions on file with Us, on the next Sweep Transaction Date. If, on the Sweep Transaction Date, the Fixed Account value eligible for transfer is less than the Net Premium eligible for automatic transfer, the automatic transfer percentage indicated by You in Your most recent Instructions on file with Us will instead be applied against the Fixed Account value eligible for transfer on that date. The Fixed Account value eligible for transfer means, on a given Sweep Transaction Date, the Fixed Account value on that date less Net Premium received after the Cut-Off Date associated with that Sweep Transaction Date. Net Premium that is received by Us after a given Cut-Off Date will not be eligible for transfer until the next following Sweep Transaction Date.

**SWEEP
TRANSACTIONS
(Continued)**

Transfers Requested by You

As long as the Policy is in effect, You may request In Writing, or in a manner satisfactory to Us, to transfer amounts in the Fixed Account to the available Index Account(s). Such requests must be received by Us by the Cut-Off Date to be effective on a given Sweep Transaction Date. Amounts so transferred can never exceed the Fixed Account value eligible for transfer on the Sweep Transaction Date. Requests received by Us after a given Cut-Off Date will be processed on the next following Sweep Transaction Date.

Restriction on Transfers

No transfers are allowed:

- (a) from a Segment to the Fixed Account prior to that Segment's maturity date; or
- (b) from the Fixed Account to an Index Account when the Policy is in a Transfer Restriction Period.

Net Premium received by Us during a Transfer Restriction Period will remain in the Fixed Account. Upon expiry of the Transfer Restriction Period, We must receive specific instructions from You in order to move any of those amounts into the Index Account(s).

Automatic Reallocations at Segment Maturity

You must instruct Us as to how You want the value of maturing Segments reallocated as Segments mature. For any given Segment, the maturing Segment will end on the Segment Maturity Date and the Segment's maturity value as of the Close of Business on that date will be automatically reallocated to the selected account(s) based on Your most recent instructions on file with Us. If all or a portion of the value of a maturing Segment is reallocated to the Index Account(s), any new Segment(s) will be created at that time. In the absence of any instructions from You, the maturing Segment's value will be reallocated to a new Segment within the same Index Account (subject to availability) as the maturing Segment. If a new Segment within the same Index Account is not available, the maturing Segment's value will be reallocated to the Fixed Account.

Cut-Off Date

We must receive the following by the close of business on any given Cut-Off Date in order to be effective for a given Sweep Transaction Date:

- (a) Premium;
- (b) instructions for Automatic Transfer of Premium;
- (c) instructions for Transfers Requested by You; and
- (d) instructions for Automatic Reallocations at Segment Maturity.

Premium and instructions received after a given Cut-Off Date will not be processed until the next following Sweep Transaction Date. The Cut-Off Date is shown in the Policy Specifications.

Order of Processing on Sweep Transaction Dates

Transfers and movement of amounts between the Fixed Account and Index Account(s) will occur in the following order:

- (a) first, any automatic reallocation of value from maturing Segments; then
- (b) transfers requested by You; then
- (c) Net Premium.

**INSURANCE CLASS
CHANGES**

General

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

**INSURANCE CLASS
CHANGES
(Continued)**

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

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

**POLICY DEFAULT
AND GRACE PERIOD**

Policy Default

During the first five Policy Years, the Policy will go into default on any Monthly Activity Date when:

- (a) the Cash Value less Indebtedness is not sufficient to cover the Monthly Deduction amount and the No Lapse Guarantee is not available; or
- (b) the Indebtedness equals or exceeds the Cash Value.

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

- (a) the Account Value is not sufficient to cover the Monthly Deduction amount; or
- (b) the Indebtedness equals or exceeds the Cash Value.

Policy Grace Period

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

- (a) during the first five Policy Years, the lesser of (1) an amount which results in a Cash Surrender Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default; and (2) the amount required to fund the No Lapse Guarantee; and
- (b) in Policy Year six and thereafter, the greater of (1) if there is no Indebtedness, an amount that results in an Account Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default; and (2) if there is Indebtedness, an amount that results in a Cash Surrender Value equal to the due and unpaid Monthly Deduction Amount plus the next two Monthly Deduction Amounts as of the date Your Policy goes into default.

If We have not received the required payment specified in the notice by the end of the Policy Grace Period, the Policy will terminate. Any payments sent by U.S. mail must be postmarked within the 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, shown on Page 3, 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. While the Policy is kept in force by the No Lapse Guarantee, any Monthly Deduction Amounts that exceed the Account Value, less Indebtedness, will be waived and any riders as shown in the Policy Specifications will continue subject to the terms and conditions of the riders.

At the end of the No Lapse Guarantee period, the Policy will not lapse provided the Account Value is sufficient to pay the Monthly Deduction Amounts and Indebtedness does not equal or exceed the Cash Value. In the event the Account Value at the end of the No Lapse Guarantee Period is insufficient to keep the Policy in force, an additional premium payment may be made at that time.

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

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:
 1. an amount necessary to cover all Monthly Deduction Amounts that are due and unpaid during the Policy Grace Period. You will be charged only for the time period You had coverage under the Policy; and
 2. an amount necessary to keep the Policy in force for three months after the date of reinstatement.

Net Premium will be allocated to the Fixed Account. Amounts are then automatically transferred to the Index Account(s) in accordance with the Automatic Transfers of Premium provision of the Policy.

At the time of reinstatement, the No Lapse Guarantee may be reinstated as long as the No Lapse Guarantee Period was in effect when the Policy lapsed.

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

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

The Account Value on the reinstatement date will equal:

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

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

POLICY LOANS

General

At any time while the Policy is in force and the Policy has a Cash Surrender Value, You may obtain a loan from Us. We will hold the Policy as sole security for repayment of any such loans taken. We may defer granting a loan, for the period permitted by law but not more than six months, unless the loan is to be used to pay premiums on any policies You have with Us. All or part of a loan may be repaid at any time while the Policy is in force and the Insured is alive. However, each repayment must be at least \$50 or the amount of outstanding Indebtedness. Such repayments must be clearly identified In Writing as a loan repayment.

Loan Amounts

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

**POLICY LOANS
(Continued)**

Loan Options

When You request a loan, You must choose either a Traditional Loan or an Alternate Loan. Only one loan type may be in effect at any given time. If a Traditional Loan or Alternate Loan is fully repaid in cash, a subsequent loan of either type may be taken. Only the Traditional Loan option is available during the first four Policy Years. The current rate of loan interest charged may differ depending on whether You elect a Traditional Loan or an Alternate Loan.

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.

**TRADITIONAL
LOAN OPTION**

Loan Account

When You take a Traditional Loan, a portion of the Account Value, equal to the amount of the loan, is transferred into the Loan Account as collateral for the loan. Amounts in the Loan Account will be credited with interest as described below.

Amounts transferred to the Loan Account will be taken first from the Fixed Account. If there are insufficient funds in the Fixed Account to satisfy the required transfer, the remaining amount will be deducted from each Index Account on a Pro Rata Basis. Amounts deducted from each Index Account will be taken from the most recently opened Segment first, then from the next most recently opened Segment, and will continue in that order until the amount required to satisfy the deduction has been met.

Any amounts transferred from the Index Account(s) to satisfy the loan will trigger a Transfer Restriction Period.

Interest Charged To Indebtedness under the Traditional Loan Option

Any Indebtedness attributable to loans taken under the Traditional Loan Option will be charged with interest at the Traditional Loan Interest Rate shown in the Policy Specifications. Interest charged to Indebtedness will accrue daily. Any interest accrued will be added to Indebtedness and will be charged the same Policy loan interest rate.

Interest Credited to Loan Account under the Traditional Loan Option

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

During Policy Years	Minimum interest rate credited equals Traditional Loan Interest Rate charged on Indebtedness minus:
1-10	1.00%
11 and later	.25%

Capitalization of Loan Interest

Because the interest charged on Indebtedness may exceed the interest credited to amounts in the Loan Account, the Indebtedness may grow faster than the Loan Account value. As a result, on each Monthly Activity Date and on any date on which an additional loan is taken or a loan repayment is made, the difference between Indebtedness and the Loan Account value will be transferred from the Fixed Account, and the Index Account(s) if necessary, to the Loan Account in the order described under the Loan Account provision above. Any amounts transferred from the Index Account(s) will not trigger a Transfer Restriction Period.

Traditional Loan Repayments

When any portion of a Traditional Loan is repaid, the amount of repayment not to exceed the Loan Account Value is transferred from the Loan Account to the Fixed Account. If any of the loan repayment still remains, it will be returned to You. Any amount transferred to the Fixed Account will remain in the Fixed Account unless We receive instructions from You to move all or a portion of that amount to the Index Account(s).

**ALTERNATE LOAN
OPTION**

General

Under the Alternate Loan Option, the Index Account value serves as the primary source of collateral for the loan. Collateral for a loan under this option is maintained as described below:

- (a) The Index Account Collateral Balance represents the amount of an Alternate Loan that is being collateralized by the Index Account(s). Amounts that are collateralized by the Index Account(s) do not move to the Loan Account but remain in the Index Account(s) where they continue to be eligible for any Index Interest at Segment Maturity; and
- (b) the Loan Account represents the portion of Indebtedness collateralized by Fixed Account value to the extent amounts in the Index Account(s) are insufficient to fully collateralize loans taken under the Alternate Loan Option.

When You take an Alternate Loan, the Index Account Collateral Balance is increased by the amount of the loan, not to exceed the total Index Account Value in the Index Account(s). To the extent amounts in the Index Account(s) are insufficient to fully collateralize loans taken under this option, the remaining amount will be transferred from the Fixed Account to the Loan Account. Total collateral is rebalanced, when necessary, in order to maximize the Index Account Collateral Balance at any time as described in the Collateral Rebalancing provision below.

Interest Charged To Indebtedness under the Alternate Loan Option

Any indebtedness attributable to loans taken under the Alternate Loan Option will be charged interest daily at an equivalent annual rate equal to the sum of the Fixed Account value interest rate plus the Alternate Loan Interest Rate Factor. This sum is referred to as the Alternate Loan Interest Rate Charged on Indebtedness. The Alternate Loan Interest Rate Factor is shown in the Policy Specifications. In no event will the interest rate charged exceed the Alternate Loan Maximum Interest Rate shown in the Policy Specifications.

Interest Credited to Loan Account under the Alternate Loan Option

The table below shows the minimum interest rates We will credit to amounts in the Loan Account under the Alternate Loan Option. However, in no event will the rate credited be less than the Minimum Fixed Account Value Interest Rate shown in the Policy Specifications.

During Policy Years	Minimum interest rate credited equals Alternate Loan Interest Rate Charged on Indebtedness minus:
1-4	Not Applicable
5-10	1.00%
11 and later	.25%

Capitalization of Loan Interest

Because the interest charged on Indebtedness may exceed the interest credited to amounts in the Loan Account, the Indebtedness may grow faster than the loan collateral, which is the sum of the Loan Account value and the Index Account Collateral Balance. As a result, on each Monthly Activity Date and on any date on which there is a change in the total Index Account value, an additional loan is taken, or a loan repayment is made, the difference between Indebtedness and the sum of the Loan Account value and the Index Account Collateral Balance will be added to the total collateral in the following order:

- (a) the Index Account Collateral Balance will be increased, not to exceed the total Index Account Value; and
- (b) any additional collateral required will be transferred from the Fixed Account to the Loan Account.

Alternate Loan Repayments

When any portion of an Alternate Loan is repaid, the amount of repayment not to exceed the Loan Account value is transferred from the Loan Account to the Fixed Account. Then, any amount of the repayment remaining will reduce the Index Account Collateral Balance. If any of the loan repayment still remains, it will be returned to You. Any amount transferred to the Fixed Account will remain in the Fixed Account unless We receive instructions from You to move all or a portion of that amount to the Index Account(s).

**ALTERNATE LOAN
OPTION (Continued)**

Collateral Rebalancing

On each Monthly Activity Date and on any date on which there is a change in the total Index Account value, an additional loan is taken, or a loan repayment is made, the allocation of loan collateral between the Index Account Collateral Balance and the Loan Account will be rebalanced, when necessary, in order to maximize the Index Account Collateral Balance as follows:

- (a) If the Index Account Collateral Balance is greater than the total Index Account value:
 - 1. the Index Account Collateral Balance will be reduced to equal the total Index Account value; and
 - 2. an amount equal to such reduction in the Index Account Collateral Balance will be transferred from the Fixed Account to the Loan Account.

- (b) If the Index Account Collateral Balance is less than the total Index Account value:
 - 1. the Index Account Collateral Balance will be increased by the lesser of:
 - (i) the Loan Account value; or
 - (ii) an amount that increases the Index Account Collateral Balance to equal the total Index Account value; and
 - 2. an amount equal to such increase in the Index Account Collateral Balance will be transferred from the Loan Account to the Fixed Account and will remain in the Fixed Account unless We receive instructions from You to move all or a portion of that amount to the Index Account(s).

**CHANGING LOAN
OPTIONS**

General

Subject to the restriction described below in the Changing From an Alternate Loan to a Traditional Loan provision, You may change loan options on an existing loan without repayment no more than once in any 12-month period.

Changing From a Traditional Loan to an Alternate Loan

When changing from a Traditional Loan to an Alternate Loan, Index Account Value will serve as the first source of collateral for the Indebtedness. The Index Account Collateral Balance will be set at the lesser of the existing Indebtedness at the time of the change or the total value in the Index Account(s). At the same time, an amount equal to the newly established Index Account Collateral Balance will be transferred from the Loan Account to the Fixed Account. Such amount will remain in the Fixed Account unless We receive instructions from You to move all or a portion of that amount to the Index Account(s).

Changing From an Alternate Loan to a Traditional Loan

Changing from an Alternate Loan to a Traditional Loan is only allowed if the Fixed Account value is at least as great as the Index Account Collateral Balance at the time of the change.

When changing from an Alternate Loan to a Traditional Loan, the Index Account Collateral Balance is reduced to zero and an amount equal to such reduction is transferred from the Fixed Account to the Loan Account.

Automatic Loan Conversion

If, at anytime, Indebtedness equals or exceeds the Cash Value and the Policy is kept in force by any overloan protection benefits provided by rider attached to the Policy, any existing Alternate Loans will automatically be converted to a Traditional Loan. As a result, the Index Account Collateral Balance will be reduced to zero and an amount equal to such reduction will be transferred from the Fixed Account to the Loan Account. If there are insufficient funds in the Fixed Account to satisfy the required transfer, the remaining amount will be transferred from the Index Account(s) to the Loan Account in accordance with the Loan Account provision of the Traditional Loan Option.

WITHDRAWALS

General

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

**WITHDRAWALS
(Continued)**

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. If a surrender request is received on a Segment Maturity Date, We will credit any Index Interest due on that date prior to processing the surrender.

If the Policy is surrendered within 30 days following a Policy Anniversary, the Cash Surrender Value available will not be less than the Cash Surrender Value on such Policy Anniversary, adjusted for any withdrawals and loans taken since the Policy Anniversary. Any Cash Surrender Value available at any time other than on a Policy Anniversary will be calculated with allowance for lapse of time from the last preceding Policy Anniversary.

**PAYMENTS
BY US**

Deferral of Payments

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

THE CONTRACT

Entire Contract

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

Contract Modification

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

Tax Status

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

Non-Participation

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

Misstatement of Age and/or Sex

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

Suicide

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

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

**THE CONTRACT
(Continued)**

Incontestability

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

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

Annual Report

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

- (a) the beginning and end of the current report period;
- (b) the Account Value, Cash Surrender Value and Face Amount at the end of the current report period;
- (c) the premiums paid, Monthly Deduction Amounts, loans and withdrawals since the last report;
- (d) the current Death Benefit at the end of the current report period on the life of each insured covered under the Policy;
- (e) the interest credited during the current report period;
- (f) the amount of any Indebtedness at the end of the current report period; and
- (g) any notifications required by the provisions of the Policy.

Projection of Benefits and Values

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

**OWNERSHIP AND
BENEFICIARY**

Change of Owner or Beneficiary

The Owner and Beneficiary will be those named in the application until You change them. To change the Owner or Beneficiary(ies), notify Us In Writing while the Insured is alive. For changes to a designation of an irrevocable Beneficiary, We will 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. The change will be subject to any payment We made or actions We may have taken before We received the request.

Death of Beneficiary

If any named Beneficiary dies before the Insured, that person's interest in this Policy ends, unless such Beneficiary has been named as an irrevocable Beneficiary. If a named Beneficiary dies at the same time as the Insured, or within fifteen days after the Insured's death, that person's interest ends as though the Beneficiary died before the Insured.

Unless Your Beneficiary designation states otherwise, the Death Benefit will be paid as 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.

**OWNERSHIP AND
BENEFICIARY
(Continued)**

Assignment

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

Owner's Rights

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

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

TERMINATION

Termination

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

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

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

General

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

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

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

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

**PAYMENT OF
DEATH PROCEEDS**

Generally

The Death Proceeds of this Policy will be paid in one lump sum unless You or the Beneficiary elect one of the Income Settlement Options described in the Policy. If the Death Proceeds are paid in one lump sum and the payment is \$10,000 or greater, the Beneficiary may elect 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.

**INCOME
SETTLEMENT
OPTIONS
(Continued)**

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 in one sum to the payee's estate 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.

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

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

PAYMENT INTERVAL	FACTOR
Quarterly	2.99
Semi-annual	5.96
Annual	11.84

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

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

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

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

Index-Linked Interest Crediting Feature
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

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



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

POLICY SPECIFICATIONS

POLICY CHARGES

DEDUCTIONS FROM PREMIUM PAYMENTS

TYPE OF CHARGE

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

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

MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE

	POLICY YEARS	CHARGE OR PERCENT OF VALUE
Monthly Administrative Charge:	ALL	\$10.00 PER MONTH
Monthly Per \$1,000 Charge Rate*:	1-5	[0.2765]
	6-7	[0.2765]
	8	[0.2765]

*THE MONTHLY PER \$1,000 CHARGE WILL EQUAL THE PRODUCT OF THE MONTHLY PER \$1,000 CHARGE RATE MULTIPLIED BY ONE-THOUSANDTH OF THE INITIAL FACE AMOUNT

POLICY SPECIFICATIONS

POLICY CHARGES

MAXIMUM SURRENDER CHARGES

POLICY YEAR	SURRENDER CHARGE
1	[\$1,895.00
2	1,852.00
3	1,810.00
4	1,768.00
5	1,727.00
6	1,685.00
7	1,643.00
8	1,602.00
9	1,561.00
10	1,520.00
11	1,345.00
12	1,163.00
13	989.00
14	824.00
15	666.00
16	517.00
17	375.00
18	242.00
19	117.00]
20+	0.00

SERFF Tracking #:

HARL-128478923

State Tracking #:

Company Tracking #:

LA-1377(12)

State: Arkansas **Filing Company:** Hartford Life and Annuity Insurance Company
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.101 External Indexed - Single Life
Product Name: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature
Project Name/Number: Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature/LA-1377(12)

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):	AR Consent to Submit Rates.PDF AR Certification- Rule 19 (Unfair Discrim).PDF AR Certification Actuarial - Bulletin 11-83 (Non Guaranteed Elements).PDF AR Cert Actuarial Reg 34 (UL).PDF Readability Certification _Paoli_.PDF		
		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Application HL-15911(12) was approved by the Department on 02/08/2012 under Serff tracking number HARL-128063030.		
		Item Status:	Status Date:
Satisfied - Item:	Illustration Certification		
Comments:			
Attachment(s):	CW Illustration Certification.PDF		
		Item Status:	Status Date:
Satisfied - Item:	Statements Of Variability		
Comments:			
Attachment(s):	LA-1377(12) SOV.PDF SOV 1377(3A)EVO_1377(3B)EVO.PDF		
		Item Status:	Status Date:
Satisfied - Item:	Certifications		

SERFF Tracking #:

HARL-128478923

State Tracking #:

Company Tracking #:

LA-1377(12)

State:

Arkansas

Filing Company:

Hartford Life and Annuity Insurance Company

TOI/Sub-TOI:

L09I Individual Life - Flexible Premium Adjustable Life/L09I.101 External Indexed - Single Life

Product Name:

Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature

Project Name/Number:

Individual Flexible Premium Adjustable Life Insurance Policy with an Index Linked Interest Crediting feature/LA-1377(12)

Comments:

Attachment(s):

AR Cert IUL LP.pdf

AR IUL Actuarial Cert.pdf

**ARKANSAS
POLICY FORM CERTIFICATION**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

Form Number(s):

LA-1377(12), 1377(3A)EVO, 1377(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

06/25/2012

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

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

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

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

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



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

Readability Certificate

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

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

Form Number
LA-1377(12)

Flesch Score
50.7

Hartford Life and Annuity Insurance Company
NAIC Number 71153-091



Signature of Insurance Company Officer

Lenore Paoli, AVP & Chief Compliance Officer, IL Compliance
Typed Name and Title

Certification of Compliance with Life Insurance Illustration Regulation

I, Paul M. Fischer, FSA, MAAA am an officer of Hartford Life & Annuity Insurance Company and member in good standing of the American Academy of Actuaries. I was appointed by the Board of Directors to be the Illustration Actuary for the Individual Life Division. I meet the requirements of the Academy and the applicable state regulations.

The scales of non-guaranteed elements used in illustrating the submitted plan of insurance meet the requirements of the applicable regulations on Life Insurance Illustrations. The certification of the Disciplined Current Scales for these plans conforms with Actuarial Standard of Practice number 24, Compliance with the NAIC Life Insurance Illustration Model Regulation, promulgated by the Actuarial Standards Boards. In addition:

- Non-guaranteed elements illustrated for this policy are consistent with those illustrated on inforce illustration for similar inforce policies;
- Illustrated non-guaranteed elements for this policy are consistent with the non-guaranteed elements actually credited or charged to similar policy forms; and
- The expenses used in the development of the Disciplined Current Scales for these policies are based on fully allocated expenses.



Paul M. Fischer, FSA, MAAA
AVP & Actuary, Individual Life Product Development

06/18/2012
Date

Hartford Life and Annuity Insurance Company
Statement of Variability for:
Individual Flexible Premium Adjustable Life with Index-Linked Crediting Feature
Form Number LA-1377(12)

Variable Text Denoted by Brackets
Date 06/18/2012

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 minimum interest rate for account and nonforfeiture benefits;
- Guaranteed maximum surrender charges;
- Guaranteed maximum expense charges.

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

Policy Cover

Service Operations Address, Telephone Number, Internet Communication email address, Officer Title and Signatures	Will vary based on changes in future company operations.
---	--

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	\$50,000 - \$999,999,999. Will vary per policy issue based on owner selection.
Unscheduled Increases Maximum Age	70-100. Any change will be applied to new issues only on a non-discriminatory basis.
Minimum Increase in Face Amount	\$500 - \$50,000. Any change will be applied to new issues only on a non-discriminatory basis.
Minimum Decrease in Face Amount	\$500 - \$5,000 Any change will be applied to new issues only on a non-discriminatory basis.
Minimum Face Amount After Decrease	\$25,000 – \$100,000 Any change will be applied to new issues only on a non-discriminatory basis.
Death Benefit Option	A (Level), B (Return of Account Value), C (Return of Premiums). Will vary per policy issue based on owner selection.
Death Benefit Option C Limit	\$5,000,000 limit.
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	5 years. Start and end dates will vary per policy issue
Monthly No Lapse Guarantee Premium	Will vary per policy issue based issue specific information such as planned premiums, face amount, issue age, gender, risk class, and any optional riders selected.
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.
Traditional Loan Interest Rate	2% - 5% . Currently fixed at 3%. Any change will be applied to new issues only on a non-discriminatory basis.
Alternate Loan Maximum Interest Rate	Set at the maximum rate allowed under the IIPRC Individual Flexible Premium Adjustable Life Insurance Policy Standards, currently 8% [–will need to change this to “state regulations governing maximum fixed loan interest rates” in non-compact states.] We will only change this rate if the rate is changed under the [IIPRC Individual Flexible Premium Adjustable Life Insurance Policy Standards [or state regulations governing maximum fixed loan interest rates] Any change will be applied to new issues only on a non-discriminatory basis.
Alternate Loan Interest Rate Factor	0 - 1%. Currently fixed at .5%. Any change will be applied to new issues only on a non-discriminatory basis.

Page 3 Continued Policy Specifications Index Account 1

Sweep Transaction Date	1st– 28th day of each Calendar Month. Any changes will apply to new segments only for in-force policies and new issues.
Sweep Transaction Date Frequency	Currently monthly but subject to change at Our discretion, but no less frequently than quarterly.
Cut-Off Date	1 - 5 days. Any changes will apply to new Segments only for in-force policies and new issues.

Page 3 Continued Policy Specifications Index Account 2

Sweep Transaction Date	1st– 28th day of each Calendar Month. Any changes will apply to new Segments only for in-force policies and new issues.
Sweep Transaction Date Frequency	Currently monthly but subject to change at Our discretion, but no less frequently than quarterly..
Cut-Off Date	2 - 5 days. Any changes will apply to new Segments only for in-force policies and new issues.

Page 3A Policy Specifications

DEDUCTIONS FROM PREMIUM PAYMENTS	
Tax charge	State specific information. The tax charge will reflect current state and/or municipality tax charge assessed by the state in which the Policy is issued and delivered. If the resident state or municipality changes or if the state or municipality changes its tax rate, the tax rate will change to equal that new rate.
MAXIMUM DEDUCTIONS FROM ACCOUNT VALUE	
Monthly Per \$1,000 Charge Rate	0.0000 to 5.7938 - will vary based on issue specific information such as issue age, gender, risk class, death benefit option, and policy duration. Any change to the charge will be filed for prior approval.

Page 3B Policy Specifications

Maximum Surrender Charges	0.98 – 37.68 (annual per \$1,000) - will vary based on issue specific information such as issue age, gender, risk class and policy duration. Any change to the charge will be filed for prior approval.
----------------------------------	---

Page 3C Policy Specifications

Scheduled Face Amount Increases	Will vary based on issue specific information such as issue age, gender, risk class and policy duration.
--	--

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

Table of Minimum Death Benefit Percentages and Monthly Maximum Cost of Insurance Rates per \$1,000	0.015001 – 83.333333 will vary based on issue specific information such as issue age, gender (if applicable), risk class and policy duration as well as the Life Insurance Test selected by owner. Any change to the charge will be filed for prior approval.
---	---

Hartford Life and Annuity Insurance Company
Statement of Variability for:
Alternate Policy Specification Pages 3A and 3B, Form Numbers:
1377(3A)EVO
1377(3B)EVO

Variable Text Denoted by Brackets
Date: 06/18/2012

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: 0.0000 to 3.2089 - will vary based on issue specific information such as issue age, gender, risk class, death benefit option, and policy duration. Any change to the charge will be filed for prior approval.

Page 3B Policy Specifications

Maximum Surrender Charges	Range: 0.84 – 41.75 (annual per \$1,000) - will vary based on issue specific information such as issue age, gender, risk class and policy duration. Any change to the charge will be filed for prior approval.
----------------------------------	--

**CERTIFICATION OF COMPLIANCE
EXTERANL INDEXED UL GUIDELINES**

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 the following:

This submission complies with External Indexed Guidelines.

The contract will not be solicited by any person who is not trained and qualified.



Lenore Paoli, AVP & Chief Compliance Officer, IL Compliance

**CERTIFICATION OF COMPLIANCE
INDEXED UL GUIDELINES**

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

I, Paul Fischer, am a duly-authorized officer of Hartford Life and Annuity Insurance Company and do hereby certify the following:

Hartford Life and Annuity Insurance Company will address external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed.

Hartford Life and Annuity Insurance Company will establish and maintain a detailed file defining the system for hedging.



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