HARTFORD FINANCIAL SERVICES GROUP INC/DE
Form 424B5
August 14, 2006

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Filed Pursuant to Rule 424(b)(5)
Registration No. 333-88762

PROSPECTUS SUPPLEMENT
(To prospectus dated August 15, 2002)

$330,000,000
The Hartford Financial Services Group, Inc.

5.663% Senior Notes due 2008

This is a remarketing of $330,000,000 aggregate principal amount of our senior notes due November 16, 2008, originally issued as components of the 6,600,000 Equity Units we issued in September 2002, on behalf of Corporate Unit holders. The senior notes will mature on November 16, 2008. Interest on the senior notes is payable quarterly in arrears on November 16, February 16, May 16 and August 16 of each year. The interest rate on the senior notes has been reset to 5.663% per year, effective from and after August 16, 2006. Purchasers of senior notes in the remarketing will receive interest at the reset rate from August 16, 2006 commencing on the next interest payment date, November 16, 2006.

We will not receive any proceeds from the remarketing. See Use of Proceeds.

The senior notes are our direct, unsecured obligations and rank equally with all of our other existing and future unsecured and unsubordinated senior debt. The senior notes are being remarketed in denominations of $50 and integral multiples of $50.

Prior to this remarketing, there has been no public market for the senior notes. The senior notes will not be listed on any exchange.

To read about certain factors you should consider before investing in the senior notes, see Risk Factors beginning on page S-9 of this prospectus supplement and beginning on page 87 of our quarterly report on Form 10-Q for the quarterly period ended June 30, 2006, which is incorporated by reference in this prospectus supplement.

	Per Senior Note	Total
Price to Public(1)	100.3286%	$331,084,380
Remarketing Fee to Remarketing Agents(2)	0.2496%	$823,593
Net Proceeds(3)	100.0790%	$330,260,787

(1) Plus accrued interest from August 16, 2006, if the settlement occurs after that date.

(2) Equals 0.25% of the treasury portfolio purchase price.

(3) We will not receive any proceeds from the remarketing. See Use of Proceeds in this prospectus supplement.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

The remarketing agents expect to deliver the senior notes to investors on or about August 16, 2006, in book-entry form only through the facilities of The Depository Trust Company.

Merrill Lynch & Co. **Morgan Stanley**

The date of this prospectus supplement is August 11, 2006.

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Prospectus

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You should rely only on the information contained or incorporated by reference in this prospectus supplement, in the accompanying prospectus and in any free writing prospectus with respect to the remarketing filed by us with the Securities and Exchange Commission. We have not, and the remarketing agents have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus, any free writing prospectus with respect to the remarketing filed by us with the Securities and Exchange Commission and the documents incorporated by reference herein and therein is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

The remarketing agents are offering to sell, and are seeking offers to buy, the senior notes only in jurisdictions where offers and sales are permitted. The distribution of this prospectus supplement and the accompanying prospectus and the offering of the senior notes in certain jurisdictions may be restricted by law. Persons outside the United States who come into possession of this prospectus supplement and the accompanying prospectus must inform themselves about and observe any restrictions relating to the offering of the senior notes and the distribution of this prospectus supplement and the accompanying prospectus outside the United States. This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, an offer to sell, or a solicitation of an offer to buy, any securities offered by this prospectus supplement and the accompanying prospectus by any person in any jurisdiction in which it is unlawful for such person to make such an offer or solicitation.

ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of this remarketing and also adds to and updates information contained in the accompanying prospectus and the documents incorporated by reference into the prospectus. The second part, the accompanying prospectus, gives more general information, some of which does not apply to this remarketing.

If the description of this remarketing or the senior notes varies between this prospectus supplement and the accompanying prospectus, you should rely on the information contained in or incorporated by reference into this prospectus supplement.

Unless we have indicated otherwise, or the context otherwise requires, references in this prospectus supplement and the accompanying prospectus to The Hartford, we, us and our or similar terms are to The Hartford Financial Servic Group, Inc. and its subsidiaries.

FORWARD-LOOKING STATEMENTS

Some of the statements contained in this prospectus supplement and the accompanying prospectus and the documents incorporated by reference herein and therein are forward-looking statements. These forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and include estimates and assumptions related to economic, competitive and legislative developments. These forward-looking statements are subject to change and uncertainty which are, in many instances, beyond our control and have been made based upon management s expectations and beliefs concerning future developments and their potential effect upon us. There can be no assurance that future developments will be in accordance with management s expectations or that the effect of future developments on us will be those anticipated by management. Actual results could differ materially from those expected by us, depending on the outcome of various factors, including, but not limited to, those set forth in Part II, Item 1A of our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2006. These factors include:

the difficulty in predicting our potential exposure for asbestos and environmental claims;

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the possible occurrence of terrorist attacks;

the response of reinsurance companies under reinsurance contracts and the availability, pricing and adequacy of reinsurance to protect us against losses;

changes in the stock markets, interest rates or other financial markets, including the potential effect on our statutory capital levels;

the inability to effectively mitigate the impact of equity market volatility on our financial position and results of operations arising from obligations under annuity product guarantees;

our potential exposure arising out of regulatory proceedings or private claims relating to incentive compensation or payments made to brokers or other producers and alleged anti- competitive conduct;

the uncertain effect on us of regulatory and market-driven changes in practices relating to the payment of incentive compensation to brokers and other producers, including changes that have been announced and those which may occur in the future;

the possibility of more unfavorable loss development;

the incidence and severity of catastrophes, both natural and man-made;

stronger than anticipated competitive activity;

unfavorable judicial or legislative developments;

the potential effect of domestic and foreign regulatory developments, including those which could increase our business costs and required capital levels;

the possibility of general economic and business conditions that are less favorable than anticipated;

our ability to distribute products through distribution channels, both current and future;

the uncertain effects of emerging claim and coverage issues;

a downgrade in our financial strength or credit ratings;

the ability of our subsidiaries to pay dividends to us;

our ability to adequately price our property and casualty policies;

our ability to recover our systems and information in the event of a disaster or other unanticipated event; and

other factors described in such forward-looking statements.

We undertake no obligation to update our forward-looking statements for any reason, whether as a result of new information, future events or otherwise.

You should review carefully the sections captioned Risk Factors in this prospectus supplement and in our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2006 for a more complete discussion of the risks and uncertainties of an investment in the senior notes.

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PROSPECTUS SUPPLEMENT SUMMARY

This summary contains basic information about us and this remarketing and is qualified in its entirety by the more detailed information included elsewhere or incorporated by reference in this prospectus supplement and the accompanying prospectus. Because this is a summary, it does not contain all of the information that you should consider before investing. You should read this entire prospectus supplement, as well as the accompanying prospectus and the information incorporated by reference, before making an investment decision.

THE HARTFORD FINANCIAL SERVICES GROUP, INC.

General

The Hartford Financial Services Group, Inc. is a diversified insurance and financial services holding company. We are among the largest providers of investment products, individual life, group life and disability insurance products, and property and casualty insurance products in the United States. Hartford Fire Insurance Company, or Hartford Fire, founded in 1810, is the oldest of our subsidiaries. Our companies write insurance and reinsurance in the United States and internationally. At June 30, 2006, our total assets were $294.9 billion and our total stockholders equity was $15.4 billion.

We were formed in December 1985 as a wholly-owned subsidiary of ITT Corporation. On December 19, 1995, all our outstanding shares were distributed to ITT Corporation s stockholders and we became an independent company. On May 2, 1997, we changed our name from ITT Hartford Group, Inc. to our current name, The Hartford Financial Services Group, Inc.

As a holding company that is separate and distinct from our insurance subsidiaries, we have no significant business operations of our own. Therefore, we rely on the dividends from our insurance company and other subsidiaries as the principal source of cash flow to meet our obligations. These obligations include payments on our debt securities and the payment of dividends on our capital stock. The Connecticut insurance holding company laws limit the payment of dividends by Connecticut-domiciled insurers. In addition, these laws require notice to and approval by the state insurance commissioner for the declaration or payment by those subsidiaries of any dividend if the dividend and other dividends or distributions made within the preceding twelve months exceeds the greater of:

- 10% of the insurer s policyholder surplus as of December 31 of the preceding year, and
- net income, or net gain from operations if the subsidiary is a life insurance company, for the previous calendar year, in each case determined under statutory insurance accounting principles.

In addition, if any dividend of a Connecticut-domiciled insurer exceeds the insurer s earned surplus, it requires the prior approval of the Connecticut Insurance Commissioner.

The insurance holding company laws of the other jurisdictions in which our insurance subsidiaries are incorporated, or deemed commercially domiciled, generally contain similar, and in some instances more restrictive, limitations on the payment of dividends. Our insurance subsidiaries are permitted to pay up to a maximum of approximately $1.9 billion in dividends in the aggregate to The Hartford Financial Services Group, Inc. and our subsidiary, Hartford Life, Inc., in 2006 without prior approval from the applicable insurance commissioner. However, through August 31, 2006, one of our subsidiaries, Hartford Life and Accident Insurance Company, comprising $667 million of the $1.9 billion, will need prior approval from the insurance commissioner to pay dividends. Through August 7, 2006, The Hartford

Financial Services Group, Inc. and Hartford Life, Inc. received a combined total of $583 million from their insurance subsidiaries.

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Our rights to participate in any distribution of assets of any of our subsidiaries, for example, upon their liquidation or reorganization, and the ability of holders of the senior notes to benefit indirectly from a distribution, are subject to the prior claims of creditors of the applicable subsidiary, except to the extent that we may be a creditor of that subsidiary. Claims on these subsidiaries by persons other than us include, as of June 30, 2006, claims by policyholders for benefits payable amounting to $103.0 billion, claims by separate account holders of $156.5 billion, and other liabilities including claims of trade creditors, claims from guaranty associations and claims from holders of debt obligations amounting to $16.1 billion.

Our principal executive offices are located at Hartford Plaza, Hartford, Connecticut 06115, and our telephone number is (860) 547-5000.

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THE REMARKETING

Issuer	The Hartford Financial Services Group, Inc., a Delaware corporation.
Securities Remarketed	$330,000,000 aggregate principal amount of 5.663% senior notes due November 16, 2008.
Maturity	The senior notes will mature on November 16, 2008.
Interest	The interest rate on the senior notes has been reset to 5.663% per year, effective from and after August 16, 2006. Interest on the senior notes is payable quarterly in arrears on February 16, May 16, August 16 and November 16, of each year. Purchasers of senior notes in the remarketing will receive interest at the reset rate from August 16, 2006 commencing on the next interest payment date, November 16, 2006.
Certain Covenants	The indenture governing the senior notes contains certain covenants that, among other things, limit our ability to issue, assume, or guarantee any indebtedness for borrowed money that is secured by a mortgage, pledge, lien, security interest or other encumbrance on any principal property, as defined in the indenture, of The Hartford or any restricted subsidiary, as defined in the indenture, or any shares of stock of any restricted subsidiary, without equally and ratably securing the senior notes. See Description of the Debt Securities in the accompanying prospectus.
Ranking	The senior notes are our direct, unsecured obligations and rank without preference or priority among themselves and equally with all of our other existing and future unsecured and unsubordinated senior debt. The indenture under which the senior notes were issued does not limit our ability to issue or incur other debt or issue preferred stock. See Description of the Remarketed Notes in this prospectus supplement and Description of the Debt Securities in the accompanying prospectus.
The Remarketing	The senior notes were issued by us in September 2002 in connection with our issuance and sale to the public of Equity Units. Each Equity Unit initially consisted of both a purchase contract and $50 principal amount of our senior notes due November 16, 2008, which together are referred to as a Corporate Unit. In order to secure their obligations under the purchase contracts, holders of the Equity Units pledged their senior notes to us through a collateral agent. Pursuant to the terms of the Equity Units, the remarketing agents remarketed the senior notes on behalf of current holders of Corporate Units under the terms of and subject to the conditions in the remarketing agreement among us, the remarketing agents, and JPMorgan Chase Bank, N.A., as purchase contract agent and as attorney-in-fact of holders of Equity Units. See Remarketing in this prospectus supplement. The terms of the Equity Units and senior notes required the remarketing agents to use their reasonable efforts to remarket the senior notes of

holders participating in the remarketing at a price of approximately 100.50% of the treasury portfolio purchase price, as defined in this prospectus supplement. In connection with

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	the remarketing, the remarketing agents have reset the interest rate on the senior notes to 5.663% per year.
Use of Proceeds	The proceeds from the remarketing of the senior notes are estimated to be $331,084,380, before deduction of the remarketing agents fee. We will not receive any proceeds of the remarketing. Instead, the proceeds from the remarketing will be (i) used to purchase the treasury portfolio described in this prospectus supplement, which treasury portfolio will then be pledged to secure the purchase contract obligations of the holders of the Corporate Units; and (ii) used to pay the remarketing agents fees, which will be equal to $823,593 (0.25% of the treasury portfolio purchase price). Any remaining proceeds will be remitted ratably through JPMorgan Chase Bank, N.A., as purchase contract agent for distribution to record holders of the Corporate Units as of the close of business, 5 p.m., New York City time, on August 10, 2006. See Use of Proceeds in this prospectus supplement.
U.S. Federal Income Taxation	The senior notes are subject to Treasury regulations governing contingent payment debt instruments. If you are a United States taxpayer, you will be subject to federal income tax on the accrual of original issue discount during your ownership of the senior notes, subject to certain adjustments, regardless of your usual method of accounting. See Certain United States Federal Income Tax Consequences U.S. Holders Interest Income and Original Issue Discount in this prospectus supplement.
Listing	The senior notes are not, and are not expected to be, listed on any national securities exchange or included in any automated quotation system.
Risk Factors	Your investment in the senior notes will involve risks. You should consider carefully all of the information set forth in this prospectus supplement, the accompanying prospectus, any free writing prospectus with respect to the remarketing filed by us with the Securities and Exchange Commission and the documents incorporated by reference herein and, in particular, you should evaluate the specific factors set forth in the section of this prospectus supplement entitled Risk Factors and the section entitled Risk Factors in our quarterly report on Form 10-Q for the quarterly period ended June 30, 2006 before deciding whether to purchase any senior notes in this remarketing.
Trustee, registrar and paying agent	JPMorgan Chase Bank, N.A.

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SUMMARY SELECTED CONSOLIDATED FINANCIAL INFORMATION

The selected income statement data and the selected balance sheet data for each of the years referenced below were derived from our audited consolidated financial statements which have been examined and reported upon by Deloitte & Touche LLP, our independent registered public accounting firm. The selected financial information at and for the six months ended June 30, 2006 and 2005 were derived from our unaudited consolidated financial statements which have been reviewed by Deloitte & Touche LLP and include all adjustments, consisting of normal recurring accruals, which we consider necessary for a fair presentation of our financial position and results of operations as of that date and for that period.

The table below reflects our consolidated financial position and results of operations. You should read the following amounts in conjunction with our consolidated financial statements and the related notes that are incorporated in this prospectus supplement by reference.

	Six Months Ended		Year Ended December 31,				
	June 30, 2006	June 30, 2005	2005	2004	2003	2002	2001
	(In millions, except for per share data and combined ratios)						
Income Statement Data							
Total Revenues	$ 11,514	$ 12,066	$ 27,083	$ 22,708	$ 18,719	$ 16,410	$ 15,980
Income (loss) before cumulative effect of accounting changes(1)	$ 1,204	$ 1,268	$ 2,274	$ 2,138	$ (91)	$ 1,000	$ 541
Net income (loss)(1)(2)	$ 1,204	$ 1,268	$ 2,274	$ 2,115	$ (91)	$ 1,000	$ 507
Balance Sheet Data							
Total Assets	$ 294,938	$ 268,382	$ 285,557	$ 259,735	$ 225,850	$ 181,972	$ 181,950
Long-term debt	$ 3,380	$ 4,061	$ 4,048	$ 4,308	$ 4,610	$ 4,061	$ 3,374
Total stockholders equity	$ 15,383	$ 15,590	$ 15,325	$ 14,238	$ 11,639	$ 10,734	$ 9,013
Earnings (Loss) Per Share Data							
Basic earnings (loss) per share(1)	$ 3.98	$ 4.28	$ 7.63	$ 7.32	$ (0.33)	$ 4.01	$ 2.27

Income (loss) before cumulative effect of accounting changes(1)														
Net income (loss)(1)(2)	$	3.98	$	4.28	$	7.63	$	7.24	$	(0.33)	$	4.01	$	2.13
Diluted earnings (loss) per share(1)(3)														
Income (loss) before cumulative effect of accounting changes(1)	$	3.86	$	4.19	$	7.44	$	7.20	$	(0.33)	$	3.97	$	2.24
Net income (loss)(1)(2)	$	3.86	$	4.19	$	7.44	$	7.12	$	(0.33)	$	3.97	$	2.10
Dividends declared per common share	$	0.80	$	0.58	$	1.17	$	1.13	$	1.09	$	1.05	$	1.01
Other Data														
Mutual fund assets(4)	$	36,961	$	29,411	$	32,705	$	28,068	$	22,462	$	15,321	$	16,809
Operating Data														
Combined Ratios														
Ongoing Property & Casualty Operations(5)		89.0		87.8		93.2		95.3		96.5		99.1		108.3

footnotes on following page

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(1) 2004 includes a $216 million tax benefit related to an agreement with the IRS on the resolution of matters pertaining to tax years prior to 2004. 2003 includes an after-tax charge of $1.7 billion related to our 2003 asbestos reserve addition, $40 million of after-tax expense related to the settlement of a certain litigation dispute, $30 million of tax benefit in our Life operations primarily related to the favorable treatment of certain tax items arising during the 1996-2002 tax years, and $27 million of after-tax severance charges in our Property & Casualty operations. 2002 includes a $76 million tax benefit in our Life operations, an $11 million after-tax expense in our Life operations related to a certain litigation dispute and an $8 million after-tax benefit in our Life operation s September 11 exposure. 2001 includes $440 million of after-tax losses related to September 11 and a $130 million tax benefit in our Life operations.

(2) 2004 includes a $23 million after-tax charge related to the cumulative effect of accounting change for our adoption of Statement of Position 03-1, Accounting and Reporting by Insurance Enterprises for Certain Nontraditional Long-Duration Contracts and for Separate Accounts . 2001 includes a $34 million after-tax charge related to the cumulative effect of accounting changes for our adoption of Statement of Financial Accounting Standards No 133, Accounting for Derivative Instruments and Hedging Activities and Emerging Issues Task Force Issue No. 99-20, Recognition of Interest Income and Impairment on Purchased and Retained Beneficial Interests in Securitized Financial Assets.

(3) As a result of the net loss for the year ended December 31, 2003, Statement of Financial Accounting Standards No. 128, Earnings per Share requires us to use basic weighted average common shares outstanding in the calculation of the year ended December 31, 2003 diluted earnings (loss) per share, since the inclusion of options of 1.8 million would have been antidilutive to the earnings per share calculation. In the absence of the net loss, weighted average common shares outstanding and dilutive potential common shares would have totaled 274.2 million.

(4) Mutual funds are owned by the shareholders of those funds and not by us. As a result, they are not reflected in total assets on our balance sheet.

(5) 2001 includes the impact of September 11. Before the impact of September 11, the 2001 combined ratio was 101.7.

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RISK FACTORS

Before purchasing the senior notes, you should carefully consider the following risk factors together with the other information incorporated by reference or provided in this prospectus supplement and in the accompanying prospectus in order to evaluate an investment in the senior notes.

Risk Factors Relating to the Senior Notes

If an active trading market for the senior notes does not develop, you may not be able to resell your senior notes.

There is currently no trading market for the senior notes and we do not plan to list the senior notes on any national securities exchange or include the senior notes in an automated quotation system. In addition, the liquidity of any trading market for the senior notes, and the market price quoted for the senior notes, may be adversely affected by changes in the overall market for these senior notes, by changes in interest rates and by changes in our financial performance or prospects or in the prospects of companies in our industry generally. We cannot predict the extent, if any, to which investors interest will lead to a liquid trading market.

The senior notes will be classified as contingent payment debt instruments and you will be required to accrue original issue discount.

For United States federal income tax purposes, the senior notes are classified as contingent payment debt instruments. As a result, if you are a United States taxpayer, you will generally be subject to federal income tax on the accrual of original issue discount during your ownership of the senior notes, subject to certain adjustments. Additionally, it is possible that gain or, to some extent, loss recognized on the sale, exchange or other disposition of a senior note may be treated as ordinary gain or loss. See Certain United States Federal Income Tax Consequences U.S. Holders Interest Income and Original Issue Discount.

The senior notes will be effectively subordinated to the debt of our subsidiaries, which could impair our ability to make payments under the senior notes.

We are a holding company and rely primarily on dividends and interest payments from our subsidiaries to meet our obligations for payment of interest and principal on outstanding debt obligations, dividends to shareholders and corporate expenses. As a result, our cash flows and ability to service our obligations, including the senior notes, are dependent upon the earnings of our subsidiaries, distributions of those earnings to us and other payments or distributions of funds by our subsidiaries to us.

The ability of our insurance subsidiaries to pay dividends to us in the future will depend on their statutory surplus, on their earnings and on regulatory restrictions. In addition, our subsidiaries have no obligation to pay any amounts due on the senior notes. Furthermore, except to the extent we have a priority or equal claim against our subsidiaries as a creditor, the senior notes will be effectively subordinated to debt and preferred stock at the subsidiary level because, as the common shareholder of our subsidiaries, we will be subject to the prior claims of creditors of our subsidiaries. Consequently, the senior notes are effectively subordinated to all liabilities of any of our subsidiaries. Substantially all of our business is currently conducted through our subsidiaries, and we expect this to continue. As of June 30, 2006, The Hartford Financial Services Group, Inc. had $3,719 million of senior debt outstanding and our subsidiaries had $275,569 million of aggregate liabilities.

The indenture does not limit our ability or that of our subsidiaries to issue or incur other additional senior indebtedness. We may have difficulty paying our obligations under the senior notes if we, or any of our subsidiaries, incur additional indebtedness or liabilities.

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The trading price of the senior notes may not fully reflect the value of any accrued but unpaid interest.

The senior notes may trade at a price that does not fully reflect the value of any accrued but unpaid interest. If you dispose of your senior notes between record dates for interest payments, you will be required to include in gross income the daily portions of the original issue discount through the date of disposition in income as ordinary income, and to add this amount to your adjusted tax basis in the senior notes disposed of. To the extent the selling price is less than your adjusted tax basis, you will recognize a loss.

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RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth, for each of the periods indicated, our ratio of earnings to total fixed charges and our ratio of earnings excluding interest credited to contractholders to total fixed charges excluding interest credited to contractholders.

For purposes of computing the ratio of consolidated earnings to fixed charges, earnings consist of income from operations before federal income taxes, cumulative effect of accounting changes and fixed charges. Fixed charges consist of interest expense (including interest credited to contractholders), capitalized interest, amortization of debt expense and an imputed interest component for rental expense.

	Six Months Ended June 30,		Year Ended December 31,				
	2006	2005	2005	2004	2003	2002	2001
	(In millions, except for ratios)						
Income from Operations before Federal Income Taxes and Cumulative Effect of Accounting Changes	$ 1,589	$ 1,741	$ 2,985	$ 2,523	$ (550)	$ 1,068	$ 341
Add:							
Fixed Charges							
Interest expense	137	127	252	251	271	265	295
Interest factor attributable to rentals and other	37	34	69	64	76	73	72
Interest credited to contractholders	335	1,446	5,671	2,481	1,120	1,048	1,050
Total fixed charges	509	1,607	5,992	2,796	1,467	1,386	1,417
Total fixed charges excluding interest credited to contractholders	174	161	321	315	347	338	367
Earnings, as defined	2,098	3,348	8,977	5,319	917	2,454	1,758
Earnings, as defined, excluding interest credited to contractholders	$ 1,763	$ 1,902	$ 3,306	$ 2,838	$ (203)	$ 1,406	$ 708
Ratios							
Earnings, as defined, to total fixed charges(1)(2)	4.1	2.1	1.5	1.9	NM	1.8	1.2
Earnings, as defined, excluding interest credited to contractholders, to total fixed charges excluding interest credited to contractholders(1)(3)(4)	10.1	11.8	10.3	9.0	NM	4.2	1.9
Deficiency of earnings to fixed charges(5)	$	$	$	$	$ 550	$	$

(1) NM: Not meaningful.

(2) Before the impact of September 11 of $678 million, the 2001 ratio of earnings to fixed charges was 1.6.

(3) Before the impact of September 11 of $678 million, the 2001 ratio of earnings to fixed charges excluding interest credited to contractholders was 3.8.

(4) This secondary ratio is disclosed for the convenience of fixed income investors and the rating agencies that serve them and is more comparable to the ratios disclosed by all issuers of fixed income securities.

(5) Represents additional earnings that would be necessary to result in a one to one ratio of consolidated earnings to fixed charges. This amount includes a before-tax charge of $2.6 billion related to our 2003 asbestos reserve addition.

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USE OF PROCEEDS

We are remarketing $330,000,000 aggregate principal amount of senior notes to investors on behalf of holders of the Corporate Units.

We will not receive any cash proceeds from the remarketing of the senior notes. Instead, the proceeds from the remarketing will be used as follows:

$329,437,079 of these proceeds, equal to the treasury portfolio purchase price, will be applied to purchase the treasury portfolio described below, which will be pledged to JPMorgan Chase Bank, N.A., as collateral agent, to secure the Corporate Unit holders obligation to purchase our common stock under the purchase contracts on November 16, 2006;

$823,593 of these proceeds, which equals 25 basis points (0.25%) of the treasury portfolio purchase price, will be deducted and retained by the remarketing agents as a remarketing fee; and

any proceeds from the remarketing of the senior notes remaining after deducting the treasury portfolio purchase price and the remarketing fee will be remitted ratably through JPMorgan Chase Bank, N.A., as purchase contract agent for distribution to record holders of the Corporate Units as of the close of business, 5 p.m., New York City time, on August 10, 2006.

The treasury portfolio consists of:

U.S. Treasury securities (or interest or principal strips thereof) that mature on or prior to November 15, 2006 in an aggregate amount equal to the aggregate principal amount of the senior notes that are components of Corporate Units; and

U.S. Treasury securities (or interest or principal strips thereof) that mature on or prior to November 15, 2006 in an aggregate amount equal to the aggregate interest payment (assuming no reset of the interest rate on the senior notes) that would have been due on November 16, 2006 on the aggregate principal amount of the senior notes that are components of Corporate Units.

As used in this context: treasury portfolio purchase price means the lowest aggregate ask-side price quoted by a primary U.S. government securities dealer to the quotation agent on August 11, 2006 for the purchase of the treasury portfolio for settlement on August 16, 2006.

quotation agent means Morgan Stanley & Co. Incorporated.

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CAPITALIZATION

The following table sets forth our unaudited capitalization as of June 30, 2006. You should read this table in conjunction with our consolidated financial statements and the related notes and the other information incorporated by reference in this prospectus supplement and the accompanying prospectus.

	As of June 30, 2006 ($ in millions)
Short-Term Debt	
Commercial Paper(1)	984
Current maturities of long-term debt(1)	400
Total Short-Term Debt	1,384
Long-Term Debt	
Senior Notes and Debentures(2)	2,892
Junior Subordinated Debentures	488
Total Long-Term Debt	3,380
Total Debt	4,764
Stockholders Equity	
Common Stock (par value $0.01 per share; 750 million shares authorized; 307 million shares issued)	3
Additional paid-in capital	5,183
Retained earnings	11,167
Treasury stock, at cost (3 million shares)	(46)
Accumulated other comprehensive income	(924)
Total Stockholders Equity	15,383
Total Capitalization	20,147

(1) On July 14, 2006, we redeemed $200 million of Hartford Life, Inc. s 7.625% Junior Subordinated Deferrable Interest Debentures due 2050, underlying all outstanding 7.625% Trust Preferred Securities, Series B. The redemption was financed through the issuance of commercial paper. This debt was reclassified from long-term to short-term debt in the quarter ended June 30, 2006.

(2) Includes the senior notes issued in connection with the sale of the Equity Units. In connection with the remarketing, the interest rate on the senior notes has been reset and, effective from and after August 16, 2006, the senior notes will bear interest at 5.663% per year. As of June 30, 2006, $330.0 million principal amount of the senior notes issued in connection with the sale of the Equity Units was outstanding.

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DESCRIPTION OF THE REMARKETED SENIOR NOTES

The following description is a summary of the terms of the senior notes being remarketed. The descriptions in this prospectus supplement and the accompanying prospectus contain descriptions of certain terms of the senior notes and the indenture but do not purport to be complete, and reference is hereby made to the indenture, supplemental indenture No. 1 and supplemental indenture No. 2 which have been filed as exhibits to or incorporated by reference in the registration statement, and to the Trust Indenture Act. This summary supplements the description of the senior debt securities in the accompanying prospectus and, to the extent it is inconsistent, replaces the description in the accompanying prospectus.

General

The senior notes were issued under an indenture dated as of October 20, 1995 between us and JPMorgan Chase Bank, N.A. (formerly The Chase Manhattan Bank (National Association)), as indenture trustee, as amended and supplemented by supplemental indenture No. 1, dated as of December 27, 2000 and supplemental indenture No. 2, dated as of September 13, 2002, between us and the indenture trustee (as so amended and supplemented, the indenture). The senior notes were issued in connection with our issuance of Equity Units. The Equity Units initially consisted of units, referred to as Corporate Units, each with a stated amount of $50. Each Corporate Unit was initially comprised of (1) a purchase contract pursuant to which the holder (a) agrees to purchase from us not later than November 16, 2006, for $50, between 0.8674 and 1.0582 shares of our common stock, the settlement rate to be determined based upon the average closing price of our common stock over the 20 trading day period ending on the third trading day prior to November 16, 2006 and (b) receives from us quarterly contract adjustment payments and (2) a senior note having a principal amount of $50 due on November 16, 2008.

This prospectus supplement relates to the remarketing of the senior notes on behalf of the holders of Corporate Units.

The senior notes are our direct, unsecured obligations and rank without preference or priority among themselves and equally with all of our other existing and future unsecured and unsubordinated senior debt. The senior notes initially were issued in an aggregate principal amount equal to $330,000,000.

We are a holding company that derives all our income from our subsidiaries. Accordingly, our ability to service our debt, including our obligations under the senior notes, and other obligations are primarily dependent on the earnings of our respective subsidiaries and the payment of those earnings to us, in the form of dividends, loans or advances and through repayment of loans or advances from us. In addition, any payment of dividends, loans or advances by those subsidiaries could be subject to statutory or contractual restrictions. Our subsidiaries have no obligation to pay any amounts due on the senior notes.

The senior notes are not subject to a sinking fund provision and are not subject to defeasance or redemption. The entire principal amount of the senior notes will mature and become due and payable, together with any accrued and unpaid interest thereon, on November 16, 2008.

The indenture trustee is presently the security registrar and the paying agent for the senior notes. Senior notes will be issued in registered form, will be in denominations of $50 and integral multiples of $50, without coupons, and may be transferred or exchanged, without service charge but upon payment of any taxes or other governmental charges payable in connection with the transfer or exchange, at the office described below. Payments on senior notes issued as a global security will be made to the depositary or a successor depositary. Principal and interest with respect to certificated notes will be payable, the transfer of the senior notes will be registrable and senior notes will be

exchangeable for notes of a like aggregate principal amount in denominations of $50 and integral multiples of $50, at the office or agency maintained by us for this purpose in the City of New York. We have initially designated the corporate trust office of the indenture trustee as that office. However, at our option, payment of interest may be made by check mailed to the address of the holder entitled to payment or by wire transfer to an account appropriately designated by the holder entitled to payment.

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The indenture does not contain provisions that afford holders of the senior notes protection in the event we are involved in a highly leveraged transaction or other similar transaction that may adversely affect such holders. The indenture does not limit our ability to issue or incur other debt or issue preferred stock.

Interest

The interest rate on the senior notes has been reset to 5.663% per year, effective from and after August 16, 2006. Interest is payable quarterly in arrears on November 16, February 16, May 16 and August 16 of each year to the person in whose name the senior note is registered at the close of business on the first business day of the month in which the interest payment date falls. Purchasers of notes in the remarketing will receive interest at the reset rate from August 16, 2006 commencing on the next interest payment date, November 16, 2006.

The amount of interest payable on the senior notes for any period will be computed (1) for any full quarterly period on the basis of a 360-day year of twelve 30-day months and (2) for any period shorter than a full quarterly period, on the basis of a 30-day month and, for any period less than a month, on the basis of the actual number of days elapsed per 30-day month. In the event that any date on which interest is payable on the senior notes is not a business day, then payment of the interest payable on such date will be made on the next day that is a business day (and without any interest or other payment in respect of any such delay), except that, if such business day is in the next calendar year, then such payment will be made on the preceding business day.

Agreement by Purchasers of Certain Tax Treatment

Each senior note provides that, by acceptance of the senior note, you intend that the senior note constitutes debt and you agree to treat it as debt for United States federal, state and local tax purposes.

Book-Entry System

Senior notes will be issued in the form of one or more global certificates, which are referred to as global securities, registered in the name of the depositary or its nominee. Except under the limited circumstances described below, senior notes represented by the global securities will not be exchangeable for, and will not otherwise be issuable as, senior notes in certificated form. The global securities described above may not be transferred except by the depositary to a nominee of the depositary or by a nominee of the depositary to the depositary or another nominee of the depositary or to a successor depositary or its nominee.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of the securities in certificated form. These laws may impair the ability to transfer beneficial interests in such a global security.

Except as provided below, owners of beneficial interests in such a global security will not be entitled to receive physical delivery of senior notes in certificated form and will not be considered the holders (as defined in the indenture) thereof for any purpose under the indenture, and no global security representing senior notes shall be exchangeable, except for another global security of like denomination and tenor to be registered in the name of the depositary or its nominee or a successor depositary or its nominee. Accordingly, each beneficial owner must rely on the procedures of the depositary or if such person is not a participant, on the procedures of the participant through which such person owns its interest to exercise any rights of a holder under the indenture.

In the event that:

- the depositary notifies us that it is unwilling or unable to continue as a depositary for the global security certificates and no successor depositary has been appointed within 90 days after this notice,

an event of default occurs and is continuing with respect to the senior notes; or

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we determine in our sole discretion and subject to the procedures of the depositary that we will no longer have senior notes represented by global securities,

certificates for the senior notes will be printed and delivered in exchange for beneficial interests in the global security certificates. Any global note that is exchangeable pursuant to the preceding sentence shall be exchangeable for senior note certificates registered in the names directed by the depositary. We expect that these instructions will be based upon directions received by the depositary from its participants with respect to ownership of beneficial interests in the global security certificates.

Governing Law

The indenture and the senior notes will be governed by and construed in accordance with, the laws of the State of New York.

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CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a discussion of certain United States federal income tax consequences of the purchase, ownership and disposition of the senior notes. Unless otherwise stated, this discussion deals only with senior notes held as capital assets by beneficial owners of senior notes who purchase the senior notes in the remarketing. Except as provided below, this discussion applies only to a beneficial owner of a senior note that is (1) an individual citizen or resident of the United States, (2) a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States or any state thereof or the District of Columbia or (3) a partnership, estate or trust treated, for United States federal income tax purposes, as a domestic partnership, estate or trust (each referred to as a U.S. holder). This discussion is based upon the Internal Revenue Code of 1986, as amended (the Code), Treasury regulations (including proposed Treasury regulations) issued thereunder, Internal Revenue Service (IRS) rulings and pronouncements and judicial decisions now in effect, all of which are subject to change, possibly with retroactive effect.

This discussion does not address all aspects of United States federal income taxation that may be relevant to U.S. holders in light of their particular circumstances, such as U.S. holders who are subject to special tax treatment (for example, (1) banks, regulated investment companies, insurance companies, dealers in securities or currencies or tax-exempt organizations, (2) persons holding senior notes as part of a straddle, hedge, conversion transaction or other integrated investment or (3) persons whose functional currency is not the U.S. dollar), some of which may be subject to special rules. In addition, this discussion does not address alternative minimum taxes or state, local or foreign taxes.

If an entity that is treated as a partnership for United States federal income tax purposes holds a senior note, the tax consequences may depend on the status and activities of the partnership and its partners. **Prospective investors that are treated as partnerships for United States federal income tax purposes should consult their own advisors regarding the federal income tax consequences to them and their partners of an investment in the senior notes.**

No assurance can be given that the IRS will agree with the tax consequences described herein or that, if the IRS were to take a contrary position, that position would not ultimately be sustained by the courts. **Prospective investors are urged to consult their own tax advisors with respect to the United States federal income tax consequences of the purchase, ownership and disposition of the senior notes in light of their particular circumstances, as well as the effect of any state, local or foreign tax laws.**

U.S. Holders

Interest Income and Original Issue Discount. Because of the manner in which the interest rate on the senior notes is reset, the senior notes are treated as contingent payment debt instruments subject to the noncontingent bond method for accruing original issue discount, as set forth in applicable Treasury regulations. As discussed more fully below, under such method each U.S. holder is required to accrue original issue discount, regardless of its usual method of accounting, on the senior notes based on the comparable yield for and adjusted issue price of the senior notes, subject to the adjustments described below. Under these rules, a U.S. holder may be required to accrue income in excess of the interest payments actually received in any year.

The comparable yield of the senior notes is the rate at which we would have issued a fixed rate debt instrument on the original issue date of the senior notes with terms and conditions similar to the senior notes. As required under applicable Treasury regulations, at the time the senior notes were originally issued we provided the comparable yield and, solely for tax purposes, a projected payment schedule based on the comparable yield, to holders of the senior notes. We determined that the comparable yield was 4.70% and the projected payments for the senior notes, per $50

of principal amount, were $0.36 on November 16, 2002, $0.51 for each subsequent quarter ending on or prior to August 16, 2006 and $0.74 for each quarter ending after August 16, 2006. We also determined that the projected payment for the senior notes, per $50 of principal amount, at the maturity date was $50.74 (which is equal to the sum of the stated principal amount of the senior notes and the final projected interest payment).

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The amount of original issue discount on a senior note for each accrual period is determined by multiplying the comparable yield of the senior note (adjusted for the length of the accrual period) by the senior note s adjusted issue price at the beginning of the accrual period. At the time the senior notes were originally issued, we determined that the adjusted issue price of each senior note on the original issue date was $50 per $50 of principal amount. The adjusted issue price at the beginning of each subsequent accrual period was $50, increased by any original discount previously accrued on such senior note, without regard to the adjustments described below, and decreased by the projected amount of payments received on such senior note as set forth in the projected payment schedule. Based on the foregoing, we have determined that the adjusted issue price of the senior notes as of August 16, 2006 is $51.11 per $50 of principal amount. The amount of original issue discount so determined is then allocated on a ratable basis to each day in the accrual period that the U.S. holder holds the senior note.

As a result of the remarketing, the remaining payments on the senior notes will become fixed for each quarter. Any differences between such fixed amounts and the $0.74 projected to be paid per $50 of principal amount for each quarter ending after August 16, 2006 will constitute adjustments increasing, if the actual payments are higher than the projected payment (positive adjustments), or decreasing, if the actual payments are lower than the projected payments (negative adjustments), the amount of interest income of a U.S. holder with respect to the senior notes. The contingent payment debt regulations require U.S. holders to take these adjustments into account in a reasonable manner over the period to which they relate. We expect to account for any difference with respect to any period as an adjustment to the accrual of interest for that period.

We will use the foregoing comparable yield and projected payment schedule for purposes of determining our own taxable income and for any required information reporting. U.S. holders are generally bound by the comparable yield and projected payment schedule we have provided unless either is unreasonable. If a U.S. holder does not use this comparable yield and projected payment schedule to determine interest accruals, the U.S. holder must apply the noncontingent bond method using its own comparable yield and projected payment schedule. A U.S. holder that uses its own comparable yield and projected payment schedule must explicitly disclose this fact and the reason why it has used its own comparable yield and projected payment schedule. In general, the U.S. holder must make this disclosure on a statement attached to its timely filed United States federal income tax return for the taxable year that includes the date it acquires the senior notes.

In addition, a U.S. holder that purchases a senior note in the remarketing for an amount that differs from the adjusted issue price of the senior note at the time of such purchase will be required to adjust its original issue discount inclusions with respect to the senior note. If the purchase price is less than the adjusted issue price of the senior note the U.S. holder will be required to make a positive adjustment, and if the purchase price is more than the adjusted issue price of the senior note the U.S. holder will be required to make a negative adjustment. Any such difference should generally be allocated under a reasonable method to daily portions of original issue discount over the remaining term of the senior note. The amount so allocated to a daily portion of original issue discount should be taken into account as an increase or reduction in the original issue discount accrued for that period. Any positive or negative adjustment of the kind described in this paragraph made by a U.S. holder will increase or decrease, respectively, the U.S. holder s tax basis in the senior note.

The comparable yield and projected payment schedule described above was supplied by us solely for computing income under the noncontingent bond method for United States federal income tax purposes, and does not constitute a projection or representation as to the amounts that holders of senior notes will actually receive.

Sale, Exchange or Other Disposition of Senior Notes. Upon the sale, exchange or other disposition of a senior note, a U.S. holder will recognize gain or loss in an amount equal to the difference between the amount realized and the U.S. holder s adjusted tax basis in the senior note. Gain or loss recognized on such a sale, exchange or other disposition generally will be treated as capital gain or loss. However, the treatment of such gain or loss as a capital

gain or loss is not entirely free from doubt. Gain recognized on the sale,

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exchange or other disposition of a senior note may be treated as ordinary income to the extent of any positive adjustment that has not yet been accrued and included in income by the U.S. holder. In addition, it is possible that gain or, to some extent, loss recognized on the sale, exchange or other disposition of a senior note during the six-month period following the date the interest rate is reset may be treated as ordinary gain or loss unless at the time of such sale, exchange or other disposition no further payments are due with respect to the senior note for the remainder of such six-month period. Individuals are taxed at reduced rates on gain derived from capital assets held for more than one year. The deductibility of capital losses is subject to limitations.

A U.S. holder s tax basis in its senior notes is generally increased by original issue discount previously accrued on its senior notes, reduced by payments received on its senior notes and adjusted to account for positive or negative adjustments in respect of differences between the holder s purchase price for its senior notes and the notes adjusted issue price (as described above).

Non-U.S. Holders

Subject to backup withholding, which is described below, payments of principal and interest (including original issue discount) on the senior notes to, or on behalf of, any beneficial owner of the senior notes that is not a U.S. holder (a non-U.S. holder) will not be subject to U.S federal withholding tax, provided, in the case of interest, that:

(i) such non-U.S. holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our stock entitled to vote,

(ii) such non-U.S. holder is not a controlled foreign corporation for federal income tax purposes that is related to us through stock ownership, or a bank receiving interest pursuant to a loan agreement entered into in the ordinary course of its trade or business, and

(iii) such non-U.S. holder certifies, under penalties of perjury, that it is not a United States person and provides its name and address and certain other information (generally on IRS Form W-8BEN or a suitable substitute form).

The Treasury regulations provide alternative methods for satisfying the requirement referred to in clause (iii) above. In the case of senior notes held by a foreign partnership, the regulations generally require that the requirement referred to in clause (iii) above be satisfied by the partners rather than the foreign partnership and that the partnership provide certain information to establish its entitlement to an exemption from withholding.

Subject to backup withholding, which is described below, any capital gain realized by a non-U.S. holder upon the sale, exchange or other disposition of a senior note generally will not be subject to U.S. federal income or withholding taxes if such gain is not effectively connected with a U.S. trade or business of such non-U.S. holder and, in the case of an individual, such non-U.S. holder is not present in the United States for 183 days or more in the taxable year of the sale, exchange or other disposition or certain other conditions are met.

Any such interest or capital gain that is effectively connected with the conduct of a U.S. trade or business of a non-U.S. holder will be subject to regular income tax at graduated rates as described above with respect to U.S. holders (and in certain cases a branch profits tax), unless an applicable tax treaty provides an exemption.

Backup Withholding Tax and Information Reporting

Unless a U.S. holder is an exempt recipient, such as a corporation, original issue discount accrued with respect to the senior notes and the proceeds received from sale of the senior notes may be subject to information reporting, and may also be subject to United States federal backup withholding tax at the applicable rate if such U.S. holder fails to supply

an accurate taxpayer identification number or otherwise fails to comply with applicable United States information reporting or certification requirements. A non-U.S. holder may have to comply with certification procedures to establish that such holder is not a United States person in

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order to avoid backup withholding tax. In any event, withholding agents must report to the IRS and each non-U.S. holder the amount of interest (including original issue discount) paid or accrued with respect to the senior notes held by each non-U.S. holder and the rate of withholding, if any, applicable to each non-U.S. holder. Any amounts so withheld under the backup withholding rules may be allowed as a credit against the holder s United States federal income tax liability or as a refund, provided the required information is furnished to the IRS.

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CERTAIN BENEFIT PLAN INVESTOR CONSIDERATIONS

The following discussion was not intended or written to be used, and cannot be used, for the purpose of avoiding United States federal tax penalties. This discussion was written in connection with the promotion or marketing of the senior notes.

The following is a summary of certain considerations associated with the purchase of the senior notes by employee benefit plans that are subject to the U.S. Employee Retirement Income Security Act of 1974, as amended, (ERISA Plans), or by plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Code or provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, Similar Laws), and entities whose underlying assets are considered to include plan assets of such plans, accounts and arrangements (each, a Plan).

General Fiduciary Matters

Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of a Plan or the management or disposition of the assets of such Plan, or who renders investment advice for a fee or other compensation to a Plan, is generally considered to be a fiduciary of the Plan.

Each fiduciary of a Plan should consider the fiduciary standards of ERISA in the context of the Plan s particular circumstances before authorizing an investment in the senior notes. Accordingly, among other factors, the fiduciary should consider whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary s duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Law.

Prohibited Transaction Issues

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are parties in interest, within the meaning of ERISA, or disqualified persons, within the meaning of Section 4975 of the Code, unless an exemption is available with respect to such transaction. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code and the prohibited transaction itself may have to be rescinded. In addition, the fiduciary of the ERISA Plan that permits such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code.

The acquisition and/or holding of notes by an ERISA Plan with respect to which the issuer, the remarketing agents or the current holders of Equity Units, is considered a party in interest or a disqualified person, may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. In this regard, the U.S. Department of Labor, or the DOL, has issued prohibited transaction class exemptions, or PTCEs, that may apply to the acquisition and holding of the senior notes. These class exemptions include, without limitation, PTCE 84-14 (relating to transactions determined by independent qualified professional asset managers), PTCE 90-1 (relating to transactions involving insurance company pooled separate accounts), PTCE 91-38 (relating to transactions involving bank collective investment funds), PTCE 95-60 (relating to transactions involving life insurance company general accounts) and PTCE 96-23 (relating to transactions determined by in-house asset managers). Although these exemptions exist, a purchaser of any senior notes should be aware that

there can be no assurance that all of the conditions of any such exemptions will be satisfied. Furthermore, a purchaser of the senior notes should be aware that even if the conditions specified in one or more of the above-referenced exemptions are met, the scope of the exemptive relief provided by the exemption might not cover all acts which might be construed as prohibited transactions.

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In addition, any insurance company proposing to use assets of its general account to purchase the senior notes should consider the implications of the United States Supreme Court s decision in John Hancock Mutual Life Insurance Co. v. Harris Trust and Savings Bank, 510 U.S. 86, 114 S. Ct. 517 (1993) as well as the regulations issued by the United States Department of Labor (DOL) in January 2000 in response to the decision. In the decision, the Court held that to the extent that insurance contracts issued to employee benefit plans provide for a return that is not guaranteed, but instead varies with the performance of the insurer s general account, the insurer s general account may become plan assets subject to ERISA and therefore subject to the fiduciary obligations of ERISA.

Because of the preceding, the senior notes should not be purchased or held by any person investing plan assets of any Plan, unless such purchase and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or similar violation of any applicable Similar Laws.

Representation

Accordingly, by acceptance of a note, each purchaser and subsequent transferee of a note will be deemed to have represented and warranted that either (i) no portion of the assets used by such purchaser or transferee to acquire or hold the senior notes constitutes assets of any Plan or (ii) the purchase and holding of the senior notes by such purchaser or transferee will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or similar violation under any applicable Similar Laws.

The preceding discussion is general in nature and is not intended to be all-inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering purchasing the senior notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investment and whether an exemption would be applicable to the purchase and holding of the senior notes.

Each purchaser and holder of the senior notes has exclusive responsibility for ensuring that its purchase and holding of the senior notes does not violate the fiduciary and prohibited transaction rules of ERISA, the Code or any Similar Laws. The sale of any senior notes to any Plan is in no respect a representation by us or any of our affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by Plans generally or any particular Plan, or that such an investment is appropriate for Plans generally or any particular Plan.

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REMARKETING

Under the terms and subject to the conditions contained in a remarketing agreement, dated as of August 10, 2006, among us, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. Incorporated, as the remarketing agents, and JPMorgan Chase Bank, N.A, as the purchase contract agent and attorney-in-fact of holders of Equity Units, the remarketing agents have remarketed the senior notes at a price equal to approximately 100.50% of the treasury portfolio purchase price.

On August 11, 2006, the remarketing agents reset the interest rate on the senior notes to 5.663% per year.

The proceeds from the remarketing of the senior notes are estimated to be $331,084,380, before deduction of the remarketing agents fee. We will not receive any proceeds of the remarketing. Instead, $329,437,079 of the proceeds from the remarketing of senior notes will be applied to purchase, on behalf of the holders of the Corporate Units, the treasury portfolio, which will be pledged to secure the obligations of holders of Corporate Units to purchase shares of our common stock under the purchase contracts on November 16, 2006.

None of the remarketing agents has any obligation to purchase any of the senior notes.

The remarketing agents will retain a remarketing fee equal to $823,593 (0.25% of the treasury portfolio purchase price). Corporate Units holders will not otherwise be responsible for the payment of any remarketing fee in connection with the remarketing.

Any proceeds from the remarketing of the senior notes remaining after deducting the treasury portfolio purchase price and the remarketing fee, will be remitted through JPMorgan Chase Bank, N.A., as purchase contract agent, for distribution ratably to record holders of the Corporate Units as of the close of business, 5 p.m., New York City time, on August 10, 2006. See Use of Proceeds in this prospectus supplement.

The remarketing agreement provides that the remarketing is subject to customary conditions precedent, including the delivery of legal opinions.

The senior notes have no established trading market. The remarketing agents have advised us that they intend to make a market in the senior notes, but they have no obligation to do so and may discontinue market making at any time without providing any notice. We cannot provide you with any assurance as to the liquidity of any trading market for the senior notes.

In order to facilitate the remarketing of the senior notes, the remarketing agents may engage in transactions that stabilize, maintain or otherwise affect the price of the senior notes. These transactions consist of bids or purchases for the purpose of pegging, fixing or maintaining the price of the senior notes. In general, purchases of senior notes for the purpose of stabilization, as well as other purchases by the remarketing agents for their own accounts, could cause the price of the senior notes to be higher than it might be in the absence of these purchases. We and the remarketing agents make no representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the senior notes. In addition, we and the remarketing agents make no representation that the remarketing agents will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

We have agreed to indemnify the remarketing agents against certain liabilities, including liabilities under the Securities Act of 1933, arising out of or in connection with their duties under the remarketing agreement, and to

contribute to payments the remarketing agents may be required to make in respect of those liabilities.

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Certain of the remarketing agents and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory, investment banking and commercial banking services for us, for which they received or will receive customary fees and expenses.

VALIDITY OF THE SECURITIES

Certain legal matters in connection with the remarketing of the senior notes will be passed upon for us by Debevoise & Plimpton LLP, New York, New York. Certain legal matters will be passed upon for the remarketing agents by Davis Polk & Wardwell, New York, New York.

EXPERTS

The consolidated financial statements, the related financial statement schedules, and management s report on the effectiveness of internal control over financial reporting incorporated in this prospectus by reference from The Hartford Financial Services Group, Inc. s Annual Report on Form 10-K for the year ended December 31, 2005 have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the Company s change in its method of accounting and reporting for certain nontraditional long-duration contracts and for separate accounts in 2004), and have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

With respect to the unaudited interim financial information for the periods ended March 31, 2006 and 2005 and June 30, 2006 and 2005 which is incorporated herein by reference, Deloitte & Touche LLP, an independent registered public accounting firm, have applied limited procedures in accordance with the standards of the Public Company Accounting Oversight Board (United States) for a review of such information. However, as stated in their reports included in the Company s Quarterly Reports on Form 10-Q for the quarters ended March 31, 2006 and June 30, 2006 and incorporated by reference herein, they did not audit and they do not express an opinion on that interim financial information. Accordingly, the degree of reliance on their reports on such information should be restricted in light of the limited nature of the review procedures applied. Deloitte & Touche LLP are not subject to the liability provisions of Section 11 of the Securities Act of 1933 for their reports on the unaudited interim financial information because those reports are not reports or a part of the registration statement prepared or certified by an accountant within the meaning of Sections 7 and 11 of the Act. This statement supersedes the section entitled Experts in the accompanying prospectus.

WHERE YOU CAN FIND MORE INFORMATION

This prospectus supplement is part of a registration statement that we filed with the SEC. The registration statement, including the attached exhibits, contains additional relevant information about us. The rules of the SEC allow us to omit from this prospectus some of the information included in the registration statement. This information may be inspected and copied at, or obtained at prescribed rates from the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of these public reference facilities. The SEC maintains an Internet site, http://www.sec.gov, which contains reports, proxy and information statements and other information regarding issuers that are subject to the SEC s reporting requirements.

We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended. We fulfill our obligations with respect to such requirements by filing periodic reports and other information with the SEC. These reports and other information are available as provided above and may also be inspected at the offices of The New York Stock Exchange at 20 Broad Street, New York, New York 10005.

The rules of the SEC allow us to incorporate by reference information into this prospectus supplement. The information incorporated by reference is considered to be a part of this prospectus

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supplement, and information that we file later with the SEC will automatically update and supersede this information. This prospectus supplement incorporates by reference the documents listed below:

- our Annual Report on Form 10-K for the year ended December 31, 2005;
- our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2006 and June 30, 2006;
- our Current Reports on Form 8-K filed on February 17, 2006, May 5, 2006, May 9, 2006, May 11, 2006, May 15, 2006 and August 11, 2006; and
- all documents filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act after the date of this prospectus and prior to the termination of this remarketing.

We will provide without charge to each person, including any beneficial owner, to whom a copy of this prospectus is delivered, upon written or oral request of such person, a copy of any or all of the documents referred to above which have been or may be incorporated by reference in this prospectus supplement. You should direct requests for those documents to The Hartford Financial Services Group, Inc., Hartford Plaza, Hartford, Connecticut 06115-1900, Attention: Investor Relations (telephone (860) 547-5000).

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PROSPECTUS

**The Hartford Financial
Services Group, Inc.**

**Debt Securities
Junior Subordinated Deferrable Interest Debentures
Preferred Stock
Common Stock
Depositary Shares
Warrants
Stock Purchase Contracts
Stock Purchase Units**

**Hartford Capital IV
Hartford Capital V
Hartford Capital VI**

**Preferred Securities Guaranteed
as Described in this Prospectus
and the Accompanying Prospectus Supplement
by The Hartford Financial Services Group, Inc.**

By this prospectus, we may offer from time to time up to $2,585,566,579 of any combination of the securities described in this prospectus.

We will provide specific terms of the securities in supplements to this prospectus. You should read this prospectus and any supplement carefully before you invest. A supplement may also change or update information contained in this prospectus.

We will not use this prospectus to confirm sales of any of our securities unless it is attached to a prospectus supplement.

Unless we state otherwise in a prospectus supplement, we will not list any of these securities on any securities exchange.

Neither the Securities and Exchange Commission nor any state securities commission has determined whether this prospectus is truthful or complete. They have not made, nor will they make, any determination as to whether anyone should buy these securities. Any representation to the contrary is a criminal offense.

The date of this Prospectus is August 15, 2002

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission utilizing a shelf registration process. Under this shelf process, we may sell the securities described in the prospectus from time to time. This prospectus provides you with a general description of the securities we may offer. We may also add, update or change information contained in this prospectus through a supplement to this prospectus. Any statement that we make in this prospectus will be modified or superseded by any inconsistent statement made by us in a prospectus supplement. You should read both this prospectus and any prospectus supplement together with additional information described under the heading Where You Can Find More Information.

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THE HARTFORD FINANCIAL SERVICES GROUP, INC.

We are a diversified insurance and financial services holding company. We are among the largest providers of investment products, individual life, group life and disability insurance products, and property and casualty insurance products in the United States. Hartford Fire Insurance Company, or Hartford Fire, founded in 1810, is the oldest of our subsidiaries. Our companies write insurance and reinsurance in the United States and internationally. At March 31, 2002, our total assets were $184.9 billion and our total stockholders equity was $9.0 billion.

We were formed in December 1985 as a wholly-owned subsidiary of ITT Corporation. On December 19, 1995, all our outstanding shares were distributed to ITT Corporation s stockholders and we became an independent company. On May 2, 1997, we changed our name from ITT Hartford Group, Inc. to our current name, The Hartford Financial Services Group, Inc.

As a holding company that is separate and distinct from our insurance subsidiaries, we have no significant business operations of our own. Therefore, we rely on the dividends from our insurance company subsidiaries, which are primarily domiciled in Connecticut, as the principal source of cash flow to meet our obligations. These obligations include payments on our debt securities and the payment of dividends on our capital stock, including preferred stock. The Connecticut insurance holding company laws limit the payment of dividends by Connecticut-domiciled insurers. Under these laws, the insurance subsidiaries may only make their dividend payments out of earned surplus. In addition, these laws require notice to and approval by the state insurance commissioner for the declaration or payment by those subsidiaries of any dividend if the dividend and other dividends or distributions made within the preceding twelve months exceeds the greater of:

- 10% of the insurer s policyholder surplus as of December 31 of the preceding year, and
- net income, or net gain from operations if the subsidiary is a life insurance company, for the previous calendar year, in each case determined under statutory insurance accounting principles.

The insurance holding company laws of the other jurisdictions in which our insurance subsidiaries are incorporated generally contain similar, and in some instances more restrictive, limitations on the payment of dividends. Our insurance subsidiaries are permitted to pay us up to a maximum of approximately $577 million in dividends in 2002 without prior approval.

Our rights to participate in any distribution of assets of any of our subsidiaries for example, upon their liquidation or reorganization, and the ability of holders of the securities to benefit indirectly from a distribution, are subject to the prior claims of creditors of the applicable subsidiary, except to the extent that we may be a creditor of that subsidiary. Claims on these subsidiaries by persons other than us include, as of March 31, 2002, claims by policyholders for benefits payable amounting to $45.5 billion, claims by separate account holders of $117.7 billion, and other liabilities including claims of trade creditors, claims from guaranty associations and claims from holders of debt obligations amounting to $12.7 billion.

Our principal executive offices are located at Hartford Plaza, Hartford, Connecticut 06115, and our telephone number is (860) 547-5000.

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THE HARTFORD CAPITAL TRUSTS

We created each trust as a statutory Delaware business trust pursuant to a trust agreement. We will enter into an amended and restated trust agreement for each trust, which will state the terms and conditions for the trust to issue and sell its preferred securities and common securities. We will amend and restate each trust agreement in its entirety substantially in the form filed as an exhibit to the Registration Statement which includes this prospectus. Each trust agreement will be qualified as an indenture under the Trust Indenture Act of 1939, as amended, which we refer to in this prospectus as the Trust Indenture Act.

Each trust exists for the exclusive purposes of:

- issuing and selling to the public preferred securities, representing undivided beneficial interests in the assets of the trust,
- issuing and selling to us common securities, representing undivided beneficial interests in the assets of the trust,
- using the proceeds from the sale of the preferred securities and common securities to acquire a corresponding series of junior subordinated deferrable interest debentures, which we refer to in this prospectus as the corresponding junior subordinated debentures,
- distributing the cash payments it receives from the corresponding junior subordinated debentures it owns to you and the other holders of preferred securities and us, as the holder of common securities, and
- engaging in the other activities that are necessary or incidental to these purposes.

Accordingly, the corresponding junior subordinated debentures will be the sole assets of the trust, and payments under the corresponding junior subordinated debentures and the related expense agreement will be the sole revenue of the trust.

We will own all of the common securities of each trust. The common securities of a trust will rank equally with and payments will be made pro rata with the preferred securities of the trust, except that if an event of default under a trust agreement then exists, our rights as holder of the common securities to payment of distributions and payments upon liquidation or redemption will be subordinated to your rights as a holder of the preferred securities of the trust. See Description of Preferred Securities Subordination of Common Securities.

We will acquire common securities in an aggregate liquidation amount equal to not less than 3% of the total capital of each trust. The preferred securities will represent the remaining approximately 97% of each trust s total capitalization.

Unless we state otherwise in a prospectus supplement, each trust has a term of approximately 45 years. A trust may also terminate earlier. The trustees of each trust will conduct its business and affairs. As holder of the common securities we will appoint the trustees. Initially, the trustees will be:

- Wilmington Trust Company, which will act as property trustee and as Delaware trustee, and
- Two of our employees or officers or those of our affiliates, who will act as administrative trustees.

Wilmington Trust Company, as property trustee, will act as sole indenture trustee under each trust agreement for purposes of compliance with the provisions of the Trust Indenture Act. Wilmington Trust Company will also act as trustee under the guarantee and the junior subordinated indenture pursuant to which we will issue the junior subordinated debentures. See Description of Junior Subordinated Debentures and Description of Guarantee.

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The holder of the common securities of a trust, or the holders of a majority in liquidation preference of the preferred securities if an event of default under the trust agreement for the trust has occurred and is continuing, will be entitled to appoint, remove or replace the property trustee and/or the Delaware trustee of the trust. You will not have the right to vote to appoint, remove or replace the administrative trustees. Only we, as the holder of the common securities, will have these voting rights. The duties and obligations of the trustees are governed by the applicable trust agreement. We will pay all fees and expenses related to the trusts and the offering of the preferred securities and will pay, directly or indirectly, all ongoing costs, expenses and liabilities of the trusts.

The principal executive office of each trust is Hartford Plaza, Hartford, Connecticut 06115, Attention: Secretary, and its telephone number is (860) 547-5000.

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USE OF PROCEEDS

Unless we state otherwise in a prospectus supplement, we intend to use the proceeds from the sale of the securities offered by this prospectus, including the corresponding junior subordinated debentures issued to the trusts in connection with their investment of all the proceeds from the sale of preferred securities, for general corporate purposes, including working capital, capital expenditures, investments in loans to subsidiaries, acquisitions and refinancing of debt, including outstanding commercial paper and other short-term indebtedness. We will include a more detailed description of the use of proceeds of any specific offering of securities in the prospectus supplement relating to the offering.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of consolidated earnings to fixed charges for the years and the periods indicated:

	Three Months Ended March 31,		Year Ended December 31,				
	2002	2001	2001	2000	1999	1998	1997
Ratio of Consolidated Earnings to Fixed Charges(1)	5.4	4.8	2.0	5.5	5.4	6.5	7.5
Ratio of Consolidated Earnings to Fixed Charges, including Interest Credited to Contractholders(2)	1.9	1.9	1.2	2.0	1.8	1.8	2.2

(1) Excluding the impact of the terrorist attack on September 11, 2001 of $678 million, the consolidated earnings to fixed charges ratio was 3.8 for the year ended December 31, 2001. Excluding the equity gain on the Hartford Life, Inc. initial public offering of $368 million, the consolidated earnings to fixed charges ratio was 6.1 for the year ended December 31, 1997.

(2) Excluding the impact of the terrorist attack on September 11, 2001 of $678 million, the consolidated earnings to fixed charges ratio, including interest credited to contractholders, was 1.6 for the year ended December 31, 2001. Excluding the equity gain on the Hartford Life, Inc. initial public offering of $368 million, the consolidated earnings to fixed charges ratio, including interest credited to contractholders, was 1.9 for the year ended December 31, 1997.

For purposes of computing the ratio of consolidated earnings to fixed charges, earnings consists of income from operations before federal income taxes and fixed charges. Fixed charges consists of interest expense, capitalized interest, amortization of debt expense and an imputed interest component for rental expense. Fixed charges, including interest credited to contractholders also includes all interest paid or credited to the holders of our policies, annuities and investment contracts.

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DESCRIPTION OF THE DEBT SECURITIES

We may offer unsecured senior debt securities or subordinated debt securities. We refer to the senior debt securities and the subordinated debt securities together in this prospectus as the debt securities . The senior debt securities will rank equally with all of our other unsecured, unsubordinated obligations. The subordinated debt securities will be subordinate and junior in right of payment to all of our senior debt.

We will issue the senior debt securities in one or more series under an indenture, which we refer to as the senior indenture , dated as of October 20, 1995, between us and The Chase Manhattan Bank, as trustee. We will issue subordinated debt securities in one or more series under an indenture, which we refer to as the subordinated indenture , between us and the trustee to be named in the prospectus supplement relating to the offering of subordinated debt securities.

The following description of the terms of the indentures is a summary. It summarizes only those portions of the indentures which we believe will be most important to your decision to invest in our debt securities. You should keep in mind, however, that it is the indentures, and not this summary, which defines your rights as a debtholder. There may be other provisions in the indentures which are also important to you. You should read the indentures for a full description of the terms of the debt. The senior indenture and the subordinated indenture are filed as exhibits to the Registration Statement that includes this prospectus. See Where You Can Find More Information for information on how to obtain copies of the senior indenture and the subordinated indenture.

The Debt Securities are Unsecured Obligations

Our debt securities will be unsecured obligations. Our senior debt securities will be unsecured and will rank equally with all of our other unsecured and unsubordinated obligations. As a non-operating holding company most of our operating assets and the assets of our consolidated subsidiaries are owned by our subsidiaries. We rely primarily on dividends from these subsidiaries to meet our obligations for payment of principal and interest on our outstanding debt obligations and corporate expenses. Accordingly, the debt securities will be effectively subordinated to all existing and future liabilities of our subsidiaries, and you should rely only on our assets for payments on the debt securities. The payment of dividends by our insurance subsidiaries, including Hartford Fire, is limited under the insurance holding company laws in the jurisdictions where those subsidiaries are domiciled. See The Hartford Financial Services Group, Inc.

Unless we state otherwise in the applicable prospectus supplement, the indentures do not limit us from incurring or issuing other secured or unsecured debt under either of the indentures or any other indenture that we may have entered into or enter into in the future. See Subordination under the Subordinated Indenture and the prospectus supplement relating to any offering of subordinated debt securities.

Terms of the Debt Securities

We may issue the debt securities in one or more series through an indenture that supplements the senior indenture or the subordinated indenture or through a resolution of our board of directors or an authorized committee of our board of directors.

You should refer to the applicable prospectus supplement for the specific terms of the debt securities. These terms may include the following:

title of the debt securities,

any limit upon the aggregate principal amount,

maturity date(s) or the method of determining the maturity date(s),

interest rate(s),

dates on which interest will be payable and circumstances in which interest may be deferred, if any,

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dates from which interest will accrue and the method of determining dates from which interest will accrue,

place or places where we may pay principal, premium, if any, and interest and where you may present the debt securities for registration or transfer or exchange,

place or places where notices and demands relating to the debt securities and the indentures may be made,

redemption or early payment provisions,

sinking fund or similar provisions,

authorized denominations if other than denominations of $1,000,

currency, currencies, or currency units, if other than in U.S. dollars in which the principal of, premium, if any, and interest on the debt securities is payable, or in which the debt securities are denominated,

any additions, modifications or deletions, in the event of default or covenants of The Hartford Financial Services Group, Inc. specified in the indenture relating to the debt securities,

if other than the principal amount of the debt securities, the portion of the principal amount of the debt securities that is payable upon declaration of acceleration of maturity,

any additions or changes to the indenture necessary to permit or facilitate issuing the series in bearer form, registrable or not registrable as to principal, and with or without interest coupons,

any index or indices used to determine the amount of payments of principal of and premium, if any, on the debt securities and the method of determining these amounts,

whether a temporary global security will be issued and the terms upon which these temporary debt securities may be exchanged for definitive debt securities,

whether the debt securities will be issued in whole or in part in the form of one or more global securities,

identity of the depositary for global securities,

appointment of any paying agent(s),

the terms and conditions of any obligation or right we would have or any option you would have to convert or exchange the debt securities into other securities or cash,

in the case of the subordinated indenture, any provisions regarding subordination, and

additional terms not inconsistent with the provisions of the indentures.

Debt securities may also be issued under the indentures upon the exercise of the warrants. See Description of Warrants.

Special Payment Terms of the Debt Securities

We may issue one or more series of debt securities at a substantial discount below their stated principal amount. These may bear no interest or interest at a rate which at the time of issuance is below market rates. We will describe United States federal tax consequences and special considerations relating to any series in the applicable prospectus supplement.

The purchase price of any of the debt securities may be payable in one or more foreign currencies or currency units. The debt securities may be denominated in one or more foreign currencies or currency units, or the principal of, premium, if any, or interest on any debt securities may be payable in one or more foreign currencies or currency units. We will describe the restrictions, elections, federal income tax considerations,

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specific terms and other information relating to the debt securities and the foreign currency units in the applicable prospectus supplement.

If we use any index to determine the amount of payments of principal, of premium, if any, or interest on any series of debt securities, we will also describe the special federal income tax, accounting and other considerations applicable to the debt securities in the applicable prospectus supplement.

Denominations, Registration and Transfer

We expect to issue most debt securities in fully registered form without coupons and in denominations of $1,000 and any integral multiple of $1,000. Except as we may describe in the applicable prospectus supplement, debt securities of any series will be exchangeable for other debt securities of the same issue and series, of any authorized denominations, of a like aggregate principal amount and bearing the same interest rate.

You may present debt securities for exchange as described above, or for registration of transfer, at the office of the securities registrar or at the office of any transfer agent we designate for that purpose. You will not incur a service charge but you must pay any taxes and other governmental charges as described in the indenture. We will appoint the trustees as securities registrar under the indentures. We may at any time rescind the designation of any transfer agent that we initially designate or approve a change in the location through which the transfer agent acts. We will specify the transfer agent in the applicable prospectus supplement. We may at any time designate additional transfer agents.

Global Debt Securities

We may issue all or any part of a series of debt securities in the form of one or more global securities. We will identify the depository holding the global debt securities in the applicable prospectus supplement. We will issue global securities in registered form and in either temporary or definitive form. Unless it is exchanged for the individual debt securities, a global security may not be transferred except:

by the depositary to its nominee,

by a nominee of the depositary to the depositary or another nominee, or

by the depositary or any nominee to a successor of the depositary, or a nominee of the successor.

We will describe the specific terms of the depositary arrangement in the applicable prospectus supplement. We expect that the following provisions will generally apply to these depositary arrangements.

Beneficial Interests in a Global Security

If we issue a global security, the depositary for the global security or its nominee will credit on its book-entry registration and transfer system the principal amounts of the individual debt securities represented by the global security to the accounts of persons that have accounts with it. We refer to those persons as participants in this prospectus. The accounts will be designated by the dealers, underwriters or agents for the debt securities, or by us if the debt securities are offered and sold directly by us. Ownership of beneficial interests in a global security will be limited to participants or persons who may hold interests through participants. Ownership and transfers of beneficial interests in the global security will be shown on, and transactions can be effected only through, records maintained by the applicable depositary or its nominee, for interests of participants, and the records of participants, for interests of persons who hold through participants. The laws of some states require that you take physical delivery of securities in definitive form. These limits and laws may impair your ability to transfer beneficial interests in a global security.

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So long as the depositary or its nominee is the registered owner of a global security, the depositary or nominee will be considered the sole owner or holder of the debt securities represented by the global security for all purposes under the indenture. Except as provided below, you:

- will not be entitled to have any of the individual debt securities represented by the global security registered in your name,
- will not receive or be entitled to receive physical delivery of any debt securities in definitive form, and
- will not be considered the owner or holder of the debt securities under the indenture.

Payments of Principal, Premium and Interest

We will make principal, premium and interest payments on global securities to the depositary that is the registered holder of the global security or its nominee. The depositary for the global securities will be solely responsible and liable for all payments made on account of your beneficial ownership interests in the global security and for maintaining, supervising and reviewing any records relating to your beneficial ownership interests.

We expect that the depositary or its nominee, upon receipt of any principal, premium or interest payment immediately will credit participants accounts with amounts in proportion to their respective beneficial interests in the principal amount of the global security as shown on the records of the depositary or its nominee. We also expect that payments by participants to you, as an owner of a beneficial interest in the global security held through those participants, will be governed by standing instructions and customary practices, as it is now the case with securities held for the accounts of customers in bearer form or registered in street name. These payments will be the responsibility of those participants.

Issuance of Individual Debt Securities

Unless we state otherwise in the applicable prospectus supplement, if a depositary for a series of debt securities is at any time unwilling, unable or ineligible to continue as depositary and we do not appoint a successor depositary within 90 days, we will issue individual debt securities in exchange for the global security. In addition, we may at any time and in our sole discretion, subject to any limitations described in the prospectus supplement relating to the debt securities, determine not to have any debt securities represented by one or more global securities. If that occurs, we will issue individual debt securities in exchange for the global security.

Further, we may specify that you may, on terms acceptable to us, the trustee and the depositary, receive individual debt securities in exchange for your beneficial interest in a global security, subject to any limitations described in the prospectus supplement relating to the debt securities. In that instance, you will be entitled to physical delivery of individual debt securities equal in principal amount to that beneficial interest and to have the debt securities registered in your name. Unless we otherwise specify, we will issue those individual debt securities in denominations of $1,000 and integral multiples of $1,000.

Payment and Paying Agents

Unless we state otherwise in an applicable prospectus supplement, we will pay principal of, premium, if any, and interest on your debt securities at the office of the trustee for your debt securities in the City of New York or at the office of any paying agent that we may designate. In addition, we may pay interest, except in the case of global debt securities, by check mailed to the address of the person entitled to the payment that appears in the securities register.

Unless we state otherwise in an applicable prospectus supplement, we will pay any interest on debt securities to the registered owner of the debt security at the close of business on the record date for the interest, except in the case of defaulted interest. We may at any time designate additional paying agents or

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rescind the designation of any paying agent. We must maintain a paying agent in each place of payment for the debt securities.

Any moneys deposited with the trustee or any paying agent, or then held by us in trust, for the payment of the principal of, premium, if any, and interest on any debt security that remain unclaimed for two years after the principal, premium or interest has become due and payable will, at our request, be repaid to us. After repayment to us, you are entitled to seek payment only from us as a general unsecured creditor.

Redemption

Unless we state otherwise in an applicable prospectus supplement, debt securities will not be subject to any sinking fund and will not be redeemable prior to their stated maturity except as described below.

We may, at our option, redeem any series of debt securities on any interest payment date in whole or in part. We may redeem debt securities in denominations larger than $1,000 but only in integral multiples of $1,000.

Redemption Price

Except as we may otherwise specify in the applicable prospectus supplement, the redemption price for any debt security which we redeem will equal any accrued and unpaid interest to the redemption date, plus the greater of:

the principal amount, and

an amount equal to:

for debt securities bearing interest at a fixed rate, the discounted remaining fixed amount payments, calculated as described below, or

for debt securities bearing interest determined by reference to a floating rate, the discounted swap equivalent payments, calculated as described below, to determine any redemption premium based upon the value of interest payable on an equivalent fixed rate debt security.

The discounted remaining fixed amount payments will equal the sum of the current values of the amounts of interest and principal that would have been payable by us on each interest payment date after the redemption date and at stated maturity of the final payment of principal. This calculation will take into account any required sinking fund payments, but will otherwise assume that we have not redeemed the debt security prior to the stated maturity.

The current value of any amount is the present value of that amount on the redemption date after discounting that amount on a semiannual basis, from the originally scheduled date for payment. We will use the treasury rate to calculate this present value.

The treasury rate is a per annum rate, determined on the redemption date to be the per annum rate equal to the semiannual bond equivalent yield to maturity for United States Treasury securities maturing at the stated maturity of the final payment of principal of the debt securities redeemed. We will determine this rate by reference to the weekly average yield to maturity for United States Treasury securities maturing on that stated maturity, if reported in the most recent Statistical Release H.15(519) of the Board of Governors of the Federal Reserve. If no such securities mature at the stated maturity, we will determine the rate by interpolation between the most recent weekly average yields to maturity for two series of United States Treasury securities, (1) one maturing as close as possible to, but earlier than, the stated maturity and (2) the other maturing as close as possible to, but later than, the stated maturity, in each case as

published in the most recent Statistical Release H.15(519) of the Board of Governors of the Federal Reserve.

The discounted swap equivalent payments will equal the sum of:

the current value of the amount of principal that would have been payable by us at the stated maturity of the final payment of the principal of the debt securities redeemed. This calculation

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will take into account any required sinking fund payments, but will otherwise assume that we had not redeemed the debt security prior to the stated maturity, and

the sum of the current values of the fixed rate payments that leading interest rate swap dealers would require to be paid by an assumed fixed rate payer having the same credit standing as ours against floating rate payments to be made by these leading dealers equal to the interest payments on the debt securities being redeemed, taking into account any required sinking fund payments but otherwise assuming we had not redeemed the debt securities prior to the stated maturity, under a standard interest rate swap agreement having a notional principal amount equal to the principal amount of the debt securities, a termination date set at the stated maturity of the debt security and payment dates for both fixed and floating rate payers set at each interest payment date of the debt securities. The amount of the fixed rate payments will be based on quotations received by the trustee, or an agent appointed for that purpose, from four leading interest rate swap dealers or, if quotations from four leading interest rate swap dealers are not obtainable, three leading interest rate swap dealers.

Notice of Redemption

We will mail notice of any redemption of your debt securities at least 30 days but not more than 60 days before the redemption date to you at your registered address. Unless we default in payment of the redemption price, on and after the redemption date interest will cease to accrue on the debt securities or the portions called for redemption.

Consolidation, Merger and Sale of Assets

We will not consolidate with or merge into any other corporation or convey, transfer or lease our properties and assets substantially as an entirety to any person, and no person may consolidate with or merge into us or convey, transfer or lease to us its properties and assets substantially as an entirety, unless:

if we consolidate with or merge into another corporation or convey or transfer our properties and assets substantially as an entirety to any person, the successor corporation is organized under the laws of the United States of America or any state or the District of Columbia, and the successor corporation expressly assumes our obligations relating to the debt securities,

immediately after giving effect to the consolidation, merger, conveyance or transfer, there exists no event of default, and no event which, after notice or lapse of time or both, would become an event of default, and

other conditions described in the indenture are met.

The general provisions of the indenture do not protect you against transactions, such as a highly leveraged transaction, that may adversely affect you.

Limitations upon Liens

The indentures provide that neither we nor our subsidiaries may issue, assume or guarantee any indebtedness for money borrowed if the indebtedness is secured by a lien upon any of our principal property, any restricted subsidiaries, or on any shares of stock of any restricted subsidiary, whether the principal property or shares of stock are now owned or later acquired.

General Exceptions

The indentures permit us to incur secured debt if we provide that the debt securities will be secured equally and ratably with or in priority to the new secured indebtedness. In this event, we may also provide that any of our other indebtedness, including indebtedness guaranteed by us or the restricted subsidiary, will be

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secured equally with or in priority to the new secured indebtedness. Further, the restriction on incurring secured indebtedness will not apply to:

liens on property or shares of stock of any corporation existing at the time the corporation becomes a restricted subsidiary,

liens on property existing at the time it is acquired, or liens on property which secure the payment of the purchase price of the property, or liens on property which secure indebtedness incurred or guaranteed for the purpose of financing the purchase price of the property or the construction of that property, including improvements to existing property, which indebtedness is incurred or guaranteed within 180 days after the latest of the acquisition or completion of construction or commencement of operation of the property,

liens securing indebtedness owing by any restricted subsidiary to us or a wholly owned restricted subsidiary,

liens on the property of a corporation existing at the time the corporation is merged into or consolidated with us or a restricted subsidiary or at the time of a purchase, lease or other acquisition of the properties of a corporation or other person as an entirety by us or a restricted subsidiary,

liens on our property or the property of a restricted subsidiary in favor of the United States of America or any state, agency, instrumentality or political subdivision of the United States of America, or in favor of any other country, or any political subdivision of that country, to secure any indebtedness incurred or guaranteed for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to those liens within 180 days after the latest of the acquisition, completion of construction or commencement of operation of that property, and

any extension, renewal or replacement of any lien referred to in the five preceding clauses.

Exceptions for Specified Amount of Indebtedness

We and one or more restricted subsidiaries may, without securing the debt securities, issue, assume or guarantee secured indebtedness which would otherwise be subject to the above restrictions, provided that after doing so the aggregate amount of this indebtedness does not exceed 10% of consolidated net tangible assets. In computing the aggregate amount of indebtedness outstanding for purposes of the previous sentence, indebtedness issued, assumed or guaranteed pursuant to the above clauses is not included.

When we use the term consolidated net tangible assets , we mean the total amount of assets, less applicable reserves and other properly deductible items, after deducting:

all current liabilities, excluding any liabilities which are by their terms extendible or renewable at the option of the obligor to a time more than 12 months after the time as of which the amount is being computed, and

all segregated goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles, all as set forth on the most recent balance sheet of The Hartford Financial Services Group, Inc. and its consolidated subsidiaries and prepared in accordance with generally accepted accounting principles. Our subsidiaries include any corporation where more than 50% of its voting stock is owned or controlled by us or by another subsidiary.

When we use the term principal property , we mean all land, buildings, machinery and equipment, and leasehold interests and improvements relating to these items, which would be reflected on our consolidated balance sheet prepared in accordance with generally accepted accounting principles, excluding all tangible property located outside the United States of America and excluding any tangible property which, in the

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opinion of our board of directors set forth in a board resolution, is not material to us and our consolidated subsidiaries taken as a whole.

When we use the term restricted subsidiary , we mean any subsidiary which is incorporated under the laws of any state of the United States or of the District of Columbia, and which is a regulated insurance company principally engaged in one or more of the property, casualty and life insurance businesses. However, no subsidiary is a restricted subsidiary:

- if the total assets of that subsidiary are less than 10% of our total assets and the total assets of our consolidated subsidiaries, including that subsidiary, in each case as set forth on the most recent fiscal year-end balance sheets of the subsidiary and us and our consolidated subsidiaries, respectively, and computed in accordance with generally accepted accounting principles, or

- if in the judgment of our board of directors, as evidenced by a board resolution, the subsidiary is not material to the financial condition of us and our subsidiaries taken as a whole.

As of the date of this prospectus, the following subsidiaries meet the definition of restricted subsidiaries: Hartford Fire, Hartford Life Insurance Company, Hartford Life and Accident Insurance Company and Hartford Life and Annuity Insurance Company.

Modification and Waiver

Modification

We and the trustee may modify and amend each indenture with the consent of the holders of a majority in aggregate principal amount of the series of debt securities affected. However, no modification or amendment may, without the consent of the holder of each outstanding debt security affected:

- change the stated maturity of the principal of, or any installment of interest on, any outstanding debt security,

- reduce the principal amount of, or the rate of interest on or any premium payable upon the redemption of, or the amount of principal of an original issue discount security that would be due and payable upon a declaration of acceleration of the maturity of, any outstanding debt security,

- change the place of payment, or the coin or currency in which any outstanding debt security or the interest is payable,

- impair your right to institute suit for the enforcement of any payment on or relating to any outstanding debt security after the stated maturity, or

- change the amendment provisions of the indenture requiring the consent of the affected holders for waiver of compliance with the indenture or waiver of past defaults.

Waiver

The holders of a majority in principal amount of the outstanding debt securities of a series may, on behalf of the holders of all debt securities of that series, waive compliance by us with certain restrictive covenants of the indenture which relate to that series.

The holders of not less than a majority in principal amount of the outstanding debt securities of a series may, on behalf of the holders of that series, generally waive any past default under the indenture relating to that series of debt securities. However, a default in the payment of the principal of, or any interest on, any debt security of that series or relating to a provision which under the indenture cannot be modified or amended without the consent of the holder of each outstanding debt security of that series affected cannot be so waived.

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Events of Default

Under the terms of each indenture, each of the following constitutes an event of default for a series of debt securities:

default for 30 days in the payment of any interest when due,

default in the payment of principal, or premium, if any, at maturity,

default in the performance of any other covenant in the indenture for 60 days after written notice,

our bankruptcy, insolvency or reorganization,

acceleration or default in the payment of indebtedness for borrowed money in excess of $25,000,000, which has not been rescinded or annulled within 30 day after notice, or

any other event of default described in the applicable board resolution or supplemental indenture under which the series of debt securities is issued.

We are required to furnish the trustee annually with a statement as to the fulfillment of our obligations under the indenture. Each indenture provides that the trustee may withhold notice to you of any default, except in respect of the payment of principal or interest on the debt securities, if it considers it in the interests of the holders of the debt securities to do so.

Effect of an Event of Default

If an event of default exists, the trustee or the holders of not less than 25% in principal amount of a series of debt securities may declare the principal amount, or, if the debt securities are original issue discount securities, the portion of the principal amount as may be specified in the terms of that series, of the debt securities of that series to be due and payable immediately, by a notice in writing to us, and to the trustee if given by holders. Upon that declaration the principal will become immediately due and payable. However, at any time after a declaration of acceleration has been made, but before a judgment or decree for payment of the money due has been obtained, the holders of a majority in principal amount of outstanding debt securities may, subject to conditions specified in the indenture, rescind and annul that declaration.

Subject to the provisions of the indentures relating to the duties of the trustee, if an event of default then exists, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at your request, order or direction, unless you have offered to the trustee reasonable security or indemnity. Subject to the provisions for the security or indemnification of the trustee, the holders of a majority in principal amount of a series of outstanding debt securities have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee in connection with the debt securities of that series.

Legal Proceedings and Enforcement of Right to Payment

You will not have any right to institute any proceeding in connection with the indenture or for any remedy under the indenture, unless you have previously given to the trustee written notice of a continuing event of default with respect to debt securities of that series. In addition, the holders of at least 25% in principal amount of the outstanding debt securities must have made written request, and offered reasonable indemnity, to the trustee to institute that proceeding as trustee, and, within 60 days following the receipt of that notice, the trustee must not have received from the holders

of a majority in principal amount of the outstanding debt securities of that series a direction inconsistent with that request, and must have failed to institute the proceeding. However, you will have an absolute right to receive payment of the principal of, premium, if any, and interest on that debt security on or after the due dates expressed in the debt security and to institute a suit for the enforcement of that payment.

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Satisfaction and Discharge

Each indenture provides that when, among other things, all debt securities not previously delivered to the trustee for cancellation:

have become due and payable, or

will become due and payable at their stated maturity within one year,

and we deposit or cause to be deposited with the trustee, in trust, an amount in the currency or currencies in which the debt securities are payable sufficient to pay and discharge the entire indebtedness on the debt securities not previously delivered to the trustee for cancellation, for the principal, and premium, if any, and interest to the date of the deposit or to the stated maturity, as the case may be, then the indenture will cease to be of further effect, and we will be deemed to have satisfied and discharged the indenture. However, we will continue to be obligated to pay all other sums due under the indenture and to provide the officers certificates and opinions of counsel described in the indenture.

Defeasance

Unless we state otherwise in the applicable prospectus supplement, each indenture provides that we will be deemed to have paid and discharged the entire indebtedness on all the debt securities of a series at any time prior to their stated maturity or redemption when:

we have irrevocably deposited or caused to be deposited with the trustee, in trust, either:

sufficient funds to pay and discharge the entire indebtedness on the debt securities for the principal, premium, if any, and interest to the stated maturity or any redemption date, or

the amount of U.S. government securities as will, in the written opinion of independent public accountants delivered to the trustee, together with predetermined and certain income to accrue, without consideration of any reinvestment, be sufficient to pay and discharge when due the entire indebtedness on the debt securities for principal, premium, if any, and interest to the stated maturity or any redemption date; and

we have paid or caused to be paid all other sums payable on the debt securities; and

we have delivered to the trustee an officer s certificate and an opinion of counsel to the effect that:

we have received from, or there has been published by, the Internal Revenue Service a ruling, or

since the date of execution of the applicable indenture, there has been a change in the applicable federal income tax law,

in either case to the effect that the deposit and related defeasance would not cause you to recognize income, gain or loss for federal income tax purposes; and

we have delivered to the trustee an opinion of counsel that neither we nor the trust held by the trustee will immediately after the deposit just described be an investment company or a company controlled by an investment company within the meaning of the Investment Company Act of 1940; and

we have delivered to the trustee the other officer s certificates and opinions of counsel as may be required by the indenture, each stating that all conditions precedent relating to the satisfaction and discharge of the entire indebtedness on all debt securities have been complied with.

The subordinated indenture will not be discharged as described above if we have defaulted in the payment of principal of, premium, if any, or interest on any senior debt and that default is continuing or

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another event of default on the senior debt then exists and has resulted in the senior debt becoming or being declared due and payable prior to the date it would have become due and payable.

Conversion or Exchange

We may convert or exchange the debt securities into common stock or other securities. If so, we will describe the specific terms on which the debt securities may be converted or exchanged in the applicable prospectus supplement. The conversion or exchange may be mandatory, at your option, or at our option. The applicable prospectus supplement will describe the manner in which the shares of common stock or other securities you would receive would be converted or exchanged.

Subordination under the Subordinated Indenture

In the subordinated indenture, we have agreed that any subordinated debt securities are subordinate and junior in right of payment to all senior debt to the extent provided in the subordinated indenture.

Upon any payment or distribution of assets to creditors upon any liquidation, dissolution, winding up, reorganization, assignment for the benefit of creditors, marshaling of assets or any bankruptcy, insolvency, debt restructuring or similar proceedings in connection with our insolvency or bankruptcy, the holders of senior debt will first be entitled to receive payment in full of principal of, premium, if any, and interest on the senior debt before the holders of subordinated debt securities will be entitled to receive or retain any payment of the principal of, premium, if any, or interest on the subordinated debt securities.

If the maturity of any subordinated debt securities is accelerated, the holders of all senior debt outstanding at the time of the acceleration will first be entitled to receive payment in full of all amounts due, including any amounts due upon acceleration, before you will be entitled to receive any payment of the principal of, premium, if any, or interest on the subordinated debt securities.

We will not make any payments of principal of, premium, if any, or interest on the subordinated debt securities if:

- a default in any payment on senior debt then exists,